STATE OF CALIFORNIA GAVIN NEWSOM, *Governor*

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

July 6, 2021

Advice Letter 4350-G/6050-E and AL 4350-G-A/6050-E-A

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

SUBJECT: Addition of Privacy Statement Pursuant to the California Consumer Privacy Act and other Updates to PG&E's Gas and Electric Sample Forms.

Dear Mr. Jacobson:

Advice Letter 4350-G/6050-E and AL 4350-G-A/6050-E-A are effective as of February 4, 2021.

Sincerely,

Edward Randolph

Edward Randolph
Deputy Executive Director for Energy and Climate Policy/
Director, Energy Division

Pacific Gas and Electric Company

Erik Jacobson
Director
Regulatory Relations

Pacific Gas and Electric Company
77 Beale St., Mail Code B13U
P.O. Box 770000
San Francisco, CA 94177

Fax: 415-973-3582

February 4, 2021

Advice 4350-G/6050-E
(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: **Addition of Privacy Statement Pursuant to the California Consumer Privacy Act and other Updates to PG&E's Gas and Electric Sample Forms**

Purpose

Pacific Gas and Electric Company (PG&E) hereby submits revisions to its gas and electric Sample Forms. The affected tariff sheets are listed on the enclosed Attachment 1.

Background

The California Consumer Privacy Act (CCPA) requires that "a business that collects a consumer's personal information shall, at or before the point of collection, inform consumers as to the categories of personal information to be collected and the purposes for which the categories of personal information shall be used." Each tariff form included in this advice letter collects personal information and has been updated to include a footer that directs the individual completing the form to the PG&E's Privacy Policy posted on pge.com to learn more about how PG&E uses this information.

In addition, the following forms are updated as follows:

- **Form 02-2590 - Interim Service Agreement** has been updated to remove the field for Property Owner's and Property Manager's last 4 digits of SSN or Taxpayer ID.
- **Form 61-4657 - Sundry Sales Invoice** is no longer in use and is being retired.
- **Form 61-4462 - Energy Statement – Special Handle** is no longer in use and is being retired.
- **Form 62-3282 - Request for Service** has been retired. The submission of the paper form does not provide any confirmation to the Property Manager that the

request has been processed and the following methods can be used by the Property Manager instead to complete the request:

1. Call or go to pge.com to remove service out of their name
2. Create a pge.com/pmp (property management portal) profile, where it indicates if a specific property is in the tenants or landlords name.
3. Request the tenant call or go online to pge.com to start service while they are together, prior to releasing keys.

- **Form 79-1025 - Third Party Notification Service Bill Insert** has been updated to remove two of the fax numbers to avoid receiving duplicates and the look of the form has been updated although all of the language has stayed the same.

- **Form 79-1039 - Rate Schedule Selection Customer Agreement** – In Advice 5754 E PG&E updated the Electric version of Form 79-1039, but inadvertently forgot to update the Gas version of Form 79-1039. In this advice letter, the privacy statement is being added to version that was approved in Advice 5754-E for both the gas and electric version of Form 79-1039.

- **Form 79-1205 - Gift Payment Form** has been updated to include the Advice Letter number.

Tariff Revisions

A matrix describing all Sample Form revisions is included in Appendix A to this advice letter. The affected tariff sheets are listed on the enclosed Attachment 1.

For convenience of the reader, PG&E has included redline revisions in Attachment 2 that start on page 2,385. Where Sample Forms have been revised, the entire Sample Form is included in Attachment 1 (clean version), but the redline version in Attachment 2 only;

1) includes the pages where the modification has occurred, and excludes pages of the form where only the advice letter number and date has been updated; and

2) in instances, where a Sample Form is presented under both electric and gas tariffs, only the redlines of the electric sample form is being provided in Attachment 2. The revisions are identical to both the gas and electric sample forms.

These actions were taken to show the modifications being made to the Sample Forms in Attachment 2 and to reduce the number of pages of this advice letter.

The modifications being made to the forms are non-substantial and does not change or alter the terms or conditions of the forms. PG&E is working with our vendors and Information Technology (IT) department to update the forms and will distribute the forms with the revised footers as soon as they become available.

This submittal would not increase any current rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

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 **February 24, 2021** which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

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

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

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was

sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to General Order (GO) 96-B, Rule 5.1, this advice letter is submitted with a Tier 1 designation. PG&E requests that this **Tier 1** advice submittal become effective upon date of submittal, which is **February 4, 2021.**

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. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: http://www.pge.com/tariffs/.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachments

cc: Service List

Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
Gas Sample Forms				
1.	**Gas Sample Form 02-2590 -** Interim Service Agreement	Page 1 Page 3	X	Removing field for Property Owner's and Property Manager's last 4 digits of SSN or Taypayer ID.
2.	**Gas Sample Form 61-4657 -** Sundry Sales Invoice	Retire tariff		This form is no longer in use and will be retired and cancelled.
3.	**Gas Sample Form 61-4462 -** Energy Statement -- Special Handle	Retire tariff		This form is no longer in use and will be retired and cancelled.
4.	**Gas Sample Form 62-0562 -** Gas & Electric Facilities Transfer Agreement - Declaration	Page 1	X	
5.	**Gas Sample Form 62-0579 -** Design/Construction Change Order Request	Page 1	X	
6.	**Gas Sample Form 62-0683 -** Application for Service -- Residential Single Family Dwelling	Page 1	X	
7.	**Gas Sample Form 62-0684 -** Application for Service -- Residential Subdivision/Development	Page 1	X	
8.	**Gas Sample Form 62-0685 -** Application for Service -- Commercial/Industrial Development	Page 1	X	
9.	**Gas Sample Form 62-0686 -** Application for Service -- Agricultural Service	Page 1	X	
10.	**Gas Sample Form 62-0687 -** Application for Service -- Existing Service Relocate/Change Service	Page 1	X	
11.	**Gas Sample Form 62-0980 -** Distribution Service and Extension Agreement Declarations	Page 1	X	
12.	**Gas Sample Form 62-3282 -** Request for Service	Retire tariff		Other convenient options are available to the Property Manager to complete this request as listed above so this form is retired.
13.	**Gas Sample Form 62-4042 -** Surety Bond/Bill Guaranty	Page 1	X	
14.	**Gas Sample Form 62-4501 -** Absolving Service Agreement	Page 1	X	
15.	**Gas Sample Form 62-4527** - Agreement to Perform Tariff Schedule Related Work	Page 1	X	

* "X" indicates that the following language was added to footer of the Sample Form: "† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy."

Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
16.	**Gas Sample Form 62-4778 -** Cancellation of Contract	Page 1	X	
17.	**Gas Sample Form 79-1003 -** Statement of Applicant's Contract Anticipated Costs	Page 1	X	
18.	**Gas Sample Form 79-1004 -** Distribution and Service Extension Agreement Exhibit A Cost Summary	Page 1	X	
19.	**Gas Sample Form 79-1025 -** Third Party Notification Service Bill Insert	Page 1 Page 1 and 2 Page 2	X	Removed two fax numbers to avoid receiving duplicates forms. Updated look of the form.
20.	**Gas Sample Form 79-1026 -** Authorization to Revise Nominating Marketer on Exhibits C and D of Form 79-756--Natural Gas Service Agreement	Page 1	X	
21.	**Gas Sample Form 79-1031 -** Community Choice Aggregator Non-Disclosure Agreement	Page 1	X	
22.	**Gas Sample Form 79-1039 -** Rate Schedule Selection Customer Agreement	Page 1	X	
23.	**Gas Sample Form 79-1040 -** Non-Disclosure and Use of Information Agreement	Page 1	X	
24.	**Gas Sample Form 79-1041 -** Notice of Bill Guarantee Termination	Page 1	X	
25.	**Gas Sample Form 79-1042 -** APS/Auto Pay Customer Application	Page 1	X	
26.	**Gas Sample Form 79-1043 -** Irrevocable Standby Letter of Credit	Page 1	X	
27.	**Gas Sample Form 79-1047 -** Authorization to Change Residential Rate NGV Home Refueling	Page 1	X	
28.	**Gas Sample Form 79-1049 -** Agreement to Install Applicant Requested Common Special Facilities - Gas and Electric Rule 2	Page 1	X	
29.	**Gas Sample Form 79-1088 -** Supplemental Agreement for Limited Gas Transmission Capacity	Page 1	X	
30.	**Gas Sample Form 79-1090 -** G-ESISP Service Agreement	Page 1	X	

* "X" indicates that the following language was added to footer of the Sample Form: "† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy."

Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
31.	**Gas Sample Form 79-1091 -** G-ESISP Service Relocation Agreement	Page 1	X	
32.	**Gas Sample Form 79-1095 -** Authorization to Receive Customer Information or Act Upon a Customer's Behalf	Page 1	X	
33.	**Gas Sample Form 79-1096 -** Authorization to Receive Customer Information or Act Upon a Customer's Behalf (Spanish)	Page 1	X	
34.	**Gas Sample Form 79-1097 -** Request Change of Mailing Address to a Third Party Change of Address	Page 1	X	
35.	**Gas Sample Form 79-1099 -** Property Management Authorization Agreement	Page 1	X	
36.	**Gas Sample Form 79-1104 -** Billing Calculation Service Agreement	Page 1	X	
37.	**Gas Sample Form 79-1118 -** General Off-Bill and On-Bill Financing Loan Agreement	Page 1	X	
38.	**Gas Sample Form 79-1126 -** Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects	Page 1	X	
39.	**Gas Sample Form 79-1128 -** Affidavit in Support of Customer Claim as Qualifying as a Small Business Customer Under Government Code Section 14837	Page 1	X	
40.	**Gas Sample Form 79-1143 -** California State Government Customers On-Bill Financing Loan Agreement	Page 1	X	
41.	**Gas Sample Form 79-1156 -** Authorization to Add Loan Charges to Utility Bill (Residential)	Page 1	X	
42.	**Gas Sample Form 79-1157 -** Authorization to Add Loan Charges to Utility Bill (Non-Residential)	Page 1	X	
43.	**Gas Sample Form 79-1164 -** Mobilehome Park Utility Upgrade Program Application	Page 1	X	
44.	**Gas Sample Form 79-1165 -** Mobilehome Park Utility Upgrade Program Agreement	Page 1	X	
45.	**Gas Sample Form 79-1166 -** Non-Disclosure Agreement	Page 1	X	

* "X" indicates that the following language was added to footer of the Sample Form: "† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy."

Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
46.	**Gas Sample Form 79-1167 -** Local Governments Terms of Service Acceptance Agreement	Page 1	X	
47.	**Gas Sample Form 79-1169** -Gas and Electric Extension Agreement	Page 1	X	
48.	**Gas Sample Form 79-1173 -** Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information	Page 1	X	
49.	**Gas Sample Form 79-1186 -** Share My Data Customer Authorization or Revocation of Authorization Form	Page 1	X	
50.	**Gas Sample Form 79-1194 -** Local Agency And District Customers On-Bill Financing Loan Agreement	Page 1	X	
51.	**Gas Sample Form No. 79-1205 –** Gift Payment Form	Page 1	X	
52.	**Gas Sample Form 79-255 -** Agreement for Installation or Allocation of Special Facilities	Page 1	X	
53.	**Gas Sample Form 79-753 -** Compressed Natural Gas Fueling Agreement	Page 1 & page 3, Ex B.	X	
54.	**Gas Sample Form 79-755 -** Agreement for Transportation of Natural Gas for Compression as a Motor-Vehicle Fuel	Page 1	X	
55.	**Gas Sample Form 79-756 -** Natural Gas Service Agreement	Page 1	X	
56.	**Gas Sample Form 79-757 -** Natural Gas Service Agreement Modification Revised Exhibits	Page 1	X	
57.	**Gas Sample Form 79-759 -** Supplemental Agreement for As-Available Capacity	Page 1	X	
58.	**Gas Sample Form 79-762 -** Imbalance Trading Form for Schedule G-BAL Service	Page 1	X	
59.	**Gas Sample Form 79-788 -** Agreement for Adjustment for Natural Gas Energy Efficiency Measures	Page 1	X	
60.	**Gas Sample Form 79-796 -** Notice of Gas Storage Inventory Transfer	Page 1	X	
61.	**Gas Sample Form 79-845 -** Core Gas Aggregation Service Agreement	Page 1	X	

* "X" indicates that the following language was added to footer of the Sample Form: "† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy."

Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
62.	**Gas Sample Form 79-858 -** ID Theft Affidavit	Page 1	X	
63.	**Gas Sample Form 79-861 -** Electronic Data Interchange (EDI) - Trading Partner Agreement	Page 1	X	
64.	**Gas Sample Form 79-866 -** Gas Transmission Service Agreement	Page 1	X	
65.	**Gas Sample Form 79-867 -** Assignment of California Gas Transmission Services	Page 1	X	
66.	**Gas Sample Form 79-868 -** California Gas Transmission Credit Application	Page 1	X	
67.	**Gas Sample Form 79-869 -** Noncore Balancing Aggregation Agreement	Page 1	X	
68.	**Gas Sample Form 79-875 -** Application and Agreement for Electric and/or Natural Gas Facilities Where Full Advance Payment is Required -- Rule 13 - Temporary Service	Page 1	X	
69.	**Gas Sample Form 79-936 -** Deed of Conveyance	Page 1	X	
70.	**Gas Sample Form 79-937 -** Assignment Agreement	Page 1	X	
71.	**Gas Sample Form 79-941 -** Nomination Authorization Form	Page 1	X	
72.	**Gas Sample Form 79-944 -** California Production Balancing Agreement	Page 1	X	
73.	**Gas Sample Form 79-946 -** California Production Cumulative Imbalance Trading Form	Page 1	X	
74.	**Gas Sample Form 79-947 -** Request for California Gas Transmission Market Center Balance Transfer	Page 1	X	
75.	**Gas Sample Form 79-971 -** Election for Self-Balancing Option	Page 1	X	
76.	**Gas Sample Form 79-982 -** Electronic Commerce System User Agreement	Page 1	X	
77.	**Gas Sample Form 79-983 -** Request for Reclassification From Noncore Service to Core Service	Page 1	X	

* "X" indicates that the following language was added to footer of the Sample Form: "† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy."

Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	**Tariff Form**	**Page #**	**Privacy Statement***	**Additional Modification/Information**
Electric Sample Forms				
78.	**Electric Sample Form 02-2590 -** Interim Service Agreement	Page 1 Page 3	X	Remove field for Property Owner's and Property Manager's last 4 digits of SSN or Taypayer ID
79.	**Electric Sample Form 61-4462 -** Energy Statement -- Special Handle	Retire tariff		This form is no longer in use and will be retired and cancelled.
80.	**Electric Sample Form 62-0562 -** Gas & Electric Facilities Transfer Agreement - Declaration	Page 1	X	
81.	**Electric Sample Form 62-0579 -** Design/Construction Change Order Request	Page 1	X	
82.	**Electric Sample Form 62-0683 -** Application for Service -- Residential Single Family Dwelling	Page 1	X	
83.	**Electric Sample Form 62-0684 -** Application for Service -- Residential Subdivision/Development	Page 1	X	
84.	**Electric Sample Form 62-0685 -** Application for Service -- Commercial/Industrial Development	Page 1	X	
85.	**Electric Sample Form 62-0686 -** Application for Service -- Agricultural Service	Page 1	X	
86.	**Electric Sample Form 62-0687 -** Application for Service Existing Service Relocate/Change Service	Page 1	X	
87.	**Electric Sample Form 62-0980 -** Distribution Service And Extension Agreement Declarations	Page 1	X	
88.	**Electric Sample Form 62-3282 -** Request for Service	Retire tariff		Other convenient options are available to the Property Manager to complete this request as listed above so this form is retired.
89.	**Electric Sample Form 62-4042 -** Surety Bond/Bill Guaranty	Page 1	X	
90.	**Electric Sample Form 62-4501 -** Absolving Service Agreement	Page 1	X	
91.	**Electric Sample Form 62-4527 -** Agreement to Perform Tariff Schedule Related Work	Page 1	X	

* "X" indicates that the following language was added to footer of the Sample Form: "† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy."

Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
92.	**Electric Sample Form 62-4778 -** Cancellation of Contract	Page 1	X	
93.	**Electric Sample Form 79-1002 -** Customer Generation Departing Nonbypassable Charge	Page 1	X	
94.	**Electric Sample Form 79-1003 -** Statement of Applicant's Contract Anticipated Costs	Page 1	X	
95.	**Electric Sample Form 79-1004 -** Distribution and Service Extension Agreement Exhibit A Cost Summary	Page 1	X	
96.	**Electric Sample Form 79-1006 -** Transferred Municipal Departing Load Nonbypassable Charge Statement	Page 1	X	
97.	**Electric Sample Form 79-1007 -** Request to Install or Energize Street Light Schedules: LS-1, LS-2 and OL-1. Energy Billing Information for Initial and Subsequent Installations.	Page 1	X	
98.	**Electric Sample Form 79-1008 -** Request to De-energize or Remove Street Light Schedules: LS-1, LS-2 and OL-1 Energy Billing Information	Page 1	X	
99.	**Electric Sample Form 79-1010 -** Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities	Page 1	X	
100.	**Electric Sample Form 79-1011 -** Notice to Return to PG&E Bundled Service	Page 1	X	
101.	**Electric Sample Form 79-1013 -** New Municipal Departing Load Nonbypassable Charge Statement	Page 1	X	
102.	**Electric Sample Form 79-1014 -** Direct Access Customer Relocation Declaration	Page 1	X	
103.	**Electric Sample Form 79-1024 -** Dual Supply Customer Authorizing Agreement	Page 1	X	
104.	**Electric Sample Form 79-1025 -** Third Party Notification Service Bill Insert	Page 1 Page 1 and 2 Page 2	X	 Removed two fax numbers to avoid receiving duplicates forms. Updated look of the form.
105.	**Electric Sample Form 79-1029 -** Community Choice Aggregator (CCA) Service Agreement	Page 1	X	

* "X" indicates that the following language was added to footer of the Sample Form: "† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy."

Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
106.	**Electric Sample Form 79-1030 -** Declaration by Mayor or Chief County Administrator Regarding Investigation Pursuit or Implementation of Community Choice Aggregation	Page 1	X	
107.	**Electric Sample Form 79-1031 -** Community Choice Aggregator Non-Disclosure Agreement	Page 1	X	
108.	**Electric Sample Form 79-1038 -** Application for Essential Use Customer Status	Page 1	X	
109.	**Electric Sample Form 79-1039 -** Rate Schedule Selection Customer Agreement	Page 1	X	
110.	**Electric Sample Form 79-1040 -** Non-Disclosure and Use of Information Agreement	Page 1	X	
111.	**Electric Sample Form 79-1041 -** Notice of Bill Guarantee Termination	Page 1	X	
112.	**Electric Sample Form 79-1042 -** APS/Auto Pay Customer Application	Page 1	X	
113.	**Electric Sample Form 79-1043 -** Irrevocable Standby Letter of Credit	Page 1	X	
114.	**Electric Sample Form 79-1048 -** Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities	Page 1	X	
115.	**Electric Sample Form 79-1049 -** Agreement to Install Applicant Requested Common Special Facilities - Gas and Electric Rule 2	Page 1	X	
116.	**Electric Sample Form 79-1050 -** Contract for Customer Provision of Physically Assured Load Reduction	Page 1	X	
117.	**Electric Sample Form 79-1069 -** Generating Facility Interconnection Agreement (Multiple Tariff)	Page 1	X	
118.	**Electric Sample Form 79-1069-02 -** Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)	Page 1	X	
119.	**Electric Sample Form 79-1070 -** Export Addendum to Generating Facility Interconnection Agreement For Non-Export Generating Facilities (Form 79-973) Sized 2 Megawatts or Less	Page 1	X	

* "X" indicates that the following language was added to footer of the Sample Form: "† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy."

Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
120.	**Electric Sample Form 79-1075 -** Notice to Add or Delete Customers Participating in the Capacity Bidding Program	Page 1	X	
121.	**Electric Sample Form 79-1076 -** Agreement for Aggregators Participating in the Capacity Bidding Program	Page 1	X	
122.	**Electric Sample Form 79-1078 -** Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas and Electric Company's Street Light Facilities	Page 1	X	
123.	**Electric Sample Form 79-1079 -** Agreement for Aggregators Participating in the Base Interruptible Program	Page 1	X	
124.	**Electric Sample Form 79-1080 -** Notice to Add or Delete Customers Participating in the Base Interruptible Program	Page 1	X	
125.	**Electric Sample Form 79-1095 -** Authorization to Receive Customer Information or Act Upon a Customer's Behalf	Page 1	X	
126.	**Electric Sample Form 79-1096 -** Authorization to Receive Customer Information or Act Upon a Customer's Behalf (Spanish)	Page 1	X	Privacy statement added in Spanish
127.	**Electric Sample Form 79-1097 -** Request Change of Mailing Address to a Third Party Change of Address	Page 1	X	
128.	**Electric Sample Form 79-1099 -** Property Management Authorization Agreement	Page 1	X	
129.	**Electric Sample Form 79-1100 -** Electric Rule 21 - Agreement to Install Applicant Requested NGOM Special Facilities for Solar Performance Metering	Page 1	X	
130.	**Electric Sample Form 79-1102 -** Section 399.20 Power Purchase Agreement	Page 1	X	
131.	**Electric Sample Form 79-1103 -** Small Renewable Generator Power Purchase Agreement	Page 1	X	
132.	**Electric Sample Form 79-1104 -** Bill Calculation Service Agreement	Page 1		

* "X" indicates that the following language was added to footer of the Sample Form: "† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy."

Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
133.	**Electric Sample Form 79-1105 -** Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas And Electric Company's Street Light Facilities	Page 1	X	
134.	**Electric Sample Form 79-1107 -** Streetlight Application for Service	Page 1	X	
135.	**Electric Sample Form 79-1109 -** Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 Megawatt or Less	Page 1	X	
136.	**Electric Sample Form 79-1109-02 -** NEM2VMSH Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 Megawatt or Less	Page 1	X	
137.	**Electric Sample Form 79-1110 -** Reactive Demand Charge Exemption Form	Page 1	X	
138.	**Electric Sample Form 79-1111 -** Optimal Billing Period Service Election Form	Page 1	X	
139.	**Electric Sample Form 79-1113 -** Agreement to Perform Tariff Schedule Related Work - Rule 20A Electric Panel Service Conversion	Page 1	X	
140.	**Electric Sample Form 79-1114 -** NEM 2010 Early True-up Request Form	Page 1	X	
141.	**Electric Sample Form 79-1116 -** Customer Assignment Notification	Page 1	X	
142.	**Electric Sample Form 79-1117** - Six Month Notice to Transfer to Direct Access Service	Page 1	X	
143.	**Electric Sample Form 79-1118 -** General Off-Bill and On-Bill Financing Loan Agreement	Page 1	X	
144.	**Electric Sample Form 79-1120 -** Standard Contract for Eligible CHP Facilities	Page 1	X	

* "X" indicates that the following language was added to footer of the Sample Form: "† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy."

Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
145.	**Electric Sample Form 79-1121 -** Power Purchase and Sale Agreement - Contract for Eligible CHP Facilities With Net Output of Not Greater Than 5 MW	Page 1	X	
146.	**Electric Sample Form 79-1124 -** Eligible Low Income Development Virtual Net Energy Metering Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 Megawatt or Less	Page 1	X	
147.	**Electric Sample Form 79-1124-02 -** Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 Megawatt or Less	Page 1	X	
148.	**Electric Sample Form 79-1125 -** NEM / NEMV / NEMVMASH Inspection Report	Page 1	X	
149.	**Electric Sample Form 79-1126 -** Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects	Page 1	X	
150.	**Electric Sample Form 79-1127 -** Agreement to Perform Tariff Scheduled Related Work, Rule 20A General Conditions	Page 1	X	
151.	**Electric Sample Form 79-1128 -** Affidavit in Support of Customer Claim as Qualifying as a Small Business Customer Under Government Code Section 14837*	Page 1	X	
152.	**Electric Sample Form 79-1129 -** Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights Limited Pilot Program	Page 1	X	
153.	**Electric Sample Form 79-1130 -** Request to Opt-out of / Opt-in to Compensation for Surplus Electricity	Page 1	X	
154.	**Electric Sample Form 79-1131 -** NEMV Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less	Page 1	X	

* "X" indicates that the following language was added to footer of the Sample Form: "† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy."

Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
155.	**Electric Sample Form 79-1131-02 -** NEM2V Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less	Page 1	X	
156.	**Electric Sample Form 79-1136 -** PG&E Interconnection Agreement For An Existing Small Generating Facility Interconnecting to the Distribution System Under Rule 21	Page 1	X	
157.	**Electric Sample 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	Page 1	X	
158.	**Electric Sample 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	Page 1	X	
159.	**Electric Sample Form 79-1138 -** Power Purchase and Sale Agreement - Contract for Eligible CHP Facilities With a Power Rating of Less Than 500 kW	Page 1	X	
160.	**Electric Sample Form 79-1141 -** Agreement for Schedule A-15 Fixed Usage Estimate	Page 1	X	
161.	**Electric Sample Form 79-1142 -** NEMV Interconnection Application for a Renewable Electrical Generation Facility of 1 Megawatt or Less	Page 1	X	
162.	**Electric Sample Form 79-1143 -** California State Government Customers On-Bill Financing Loan Agreement	Page 1	X	
163.	**Electric Sample Form 79-1145 -** Rule 21 Exporting Generator Interconnection Request	Page 1	X	
164.	**Electric Sample Form 79-1148 -** Direct Access Customer Replacement Declaration	Page 1	X	
165.	**Electric Sample Form 79-1149 -** Election to Withdraw from the Capacity Bidding Program Form	Page 1	X	

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Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
166.	**Electric Sample Form 79-1150 -** Renewable Market Adjusting Tariff Power Purchase Agreement	Page 1	X	
167.	**Electric Sample Form 79-1151A -** Agreement And Customer Authorization For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less	Page 1	X	
168.	**Electric Sample Form 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	Page 1	X	
169.	**Electric Sample Form 79-1151B -** Application - Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less	Page 1	X	
170.	**Electric Sample Form 79-1151B-02 -** Application - Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less	Page 1	X	
171.	**Electric Sample Form 79-1152 -** Customer Information Service Request For DRP (CISR-DRP)	Page 1	X	
172.	**Electric Sample Form 79-1153 -** NEM Load Aggregation Appendix	Page 1	X	
173.	**Electric Sample Form 79-1153-02 -** NEM2A Load Aggregation Appendix	Page 1	X	
174.	**Electric Sample Form 79-1154 -** Agreement for Economic Development Incentive on Electric Service	Page 1	X	
175.	**Electric Sample Form 79-1155 -** Schedules NEM, NEMV, NEMVMASH, Net Surplus Electricity (NSE) Renewable Energy Credits Compensation	Page 1	X	
176.	**Electric Sample Form 79-1155-02 -** Schedules NEM2, NEM2V, NEM2VMSH, Net Surplus Electricity (NSE) Renewable Energy Credits Compensation	Page 1	X	
177.	**Electric Sample Form 79-1156 -** Authorization to Add Loan Charges to Utility Bill (Residential)	Page 1	X	

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Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
178.	**Electric Sample Form 79-1157 -** Authorization to Add Loan Charges to Utility Bill (Non-Residential)	Page 1	X	
179.	**Electric Sample Form 79-1158 -** Electric Vehicle Submetering Meter Data Management Agent (MDMA) Registration Agreement	Page 1	X	
180.	**Electric Sample Form 79-1159 -** Electric Vehicle Submetering Pilot (Phase 1) Customer Enrollment Agreement	Page 1	X	
181.	**Electric Sample Form 79-1160 -** Demand Response Provider (DRP) Service Agreement	Page 1	X	
182.	**Electric Sample Form 79-1162 -** Rule 21 Detailed Study Agreement	Page 1	X	
183.	**Electric Sample Form 79-1164 -** Mobilehome Park Utility Upgrade Program Application	Page 1	X	
184.	**Electric Sample Form 79-1165 -** Mobilehome Park Utility Upgrade Program Agreement	Page 1	X	
185.	**Electric Sample Form 79-1166 -** Non-Disclosure Agreement	Page 1	X	
186.	**Electric Sample Form 79-1167 -** Local Governments Terms of Service Acceptance Agreement	Page 1	X	
187.	**Electric Sample Form 79-1169 -** Gas and Electric Extension Agreement	Page 1	X	
188.	**Electric Sample Form 79-1170 -** Authorization to Add MCE Loan Charges to Utility Bill	Page 1	X	
189.	**Electric Sample Form 79-1171 -** Authorization to Add MCE Storage Charges to Utility Bill	Page 1	X	
190.	**Electric Sample Form 79-1172 -** Bioenergy Market Adjusting Tariff Power Purchase Agreement	Page 1	X	
191.	**Electric Sample Form 79-1173 -** Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information	Page 1	X	
192.	**Electric Sample Form 79-1174 -** Rule 21 Generator Interconnection Application	Page 1	X	

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Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
193.	**Electric Sample Form 79-1174-02 -** Rule 21 Generator Interconnection Application	Page 1	X	
194.	**Electric Sample Form 79-1175 -** Rule 21 Consent to Assignment Form for Non-NEM Projects	Page 1	X	
195.	**Electric Sample Form 79-1176 -** Green Tariff Shared Renewables (GTSR) Community Renewables (CR) Program Project Development Tariff Rider and Amendment	Page 1	X	
196.	**Electric Sample Form 79-1177 -** Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - 2014 Pilot Program	Page 1	X	
197.	**Electric Sample Form 79-1178 -** Plug-In Electric Vehicle Submetering Pilot Phase 2 Submeter MDMA Registration Agreement	Page 1	X	
198.	**Electric Sample Form 79-1179 -** Plug-In Electric Vehicle Submetering Pilot Phase 2 Single Customer-of-Record Enrollment Agreement	Page 1	X	
199.	**Electric Sample Form 79-1180 -** Plug-In Electric Vehicle Submetering Pilot Phase 2 Multiple Customer-of-Record Enrollment Agreement	Page 1	X	
200.	**Electric Sample Form 79-1181 -** Rule 21 Pre-Application Report Request	Page 1	X	
201.	**Electric Sample Form 79-1186 -** Share My Data Customer Authorization or Revocation of Authorization Form	Page 1	X	
202.	**Electric Sample Form 79-1187 -** Bioenergy Market Adjusting Tariff Program (BioMAT Program) - Fuel Resource Attestation	Page 1	X	
203.	**Electric Sample Form 79-1188 -** Special Agreement for Retail Storage Station Service for In Front of the Meter Applications	Page 1	X	

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Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
204.	**Electric Sample Form 79-1189 -** Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less	Page 1	X	
205.	**Electric Sample Form 79-1190 -** Virtual Net Energy Metering (NEM2V) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less	Page 1	X	
206.	**Electric Sample Form 79-1191 -** Generating Facility Interconnection Agreement for Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT),	Page 1	X	
207.	**Electric Sample Form 79-1192 -** Interconnection Agreement for Non-Export Storage Generating Facilities 500KW or Less	Page 1	X	
208.	**Electric Sample 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	Page 1	X	
209.	**Electric Sample 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	Page 1	X	
210.	**Electric Sample Form 79-1194 -** Local Agency And District Customers On-Bill Financing Loan Agreement	Page 1	X	
211.	**Electric Sample Form 79-1195 -** Eligible Low Income Development Virtual Net Energy Metering (NEMVMASH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less	Page 1	X	

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Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
212.	**Electric Sample Form 79-1196 -** Virtual Net Energy Metering (NEMV) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less	Page 1	X	
213.	**Electric Sample Form 79-1197 -** LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) RE-ALLOCATION REQUEST	Page 1	X	
214.	**Electric Sample Form 79-1198-02 -** Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Electrical Generating Facility Sized Greater than 1,000 kW	Page 1	X	
215.	**Electric Sample Form 79-1199 -** Agreement and Customer Authorization, Non-Export Standalone Energy Storage of 30 Kilowatts or Less	Page 1	X	
216.	**Electric Sample Form 79-1200 -** Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities	Page 1	X	
217.	**Electric Sample Form 79-1204 -** Pilot Pedestal Program Application	Page 1	X	
218.	**Electric Sample Form No. 79-1205** – Gift Payment Form	Page 1	X	
219.	**Electric Sample Form 79-1206-02 -** Eligible Low-Income Development Virtual Net Energy Metering(NEM2VSOM) Interconnection Agreement For The Solar On Multifamily Affordable Housing(SOMAH) Program w/ Solar Generation Totaling 1 Mw Or Less	Page 1	X	
220.	**Electric Sample Form 79-255 -** Agreement for Installation or Allocation of Special Facilities	Page 1	X	
221.	**Electric Sample Form 79-280 -** Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Electric Rules 2 and 21)	Page 1	X	

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Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
222.	**Electric Sample Form 79-285 -** Special Agreement for Electrical Standby Service	Page 1	X	
223.	**Electric Sample Form 79-702 -** Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service -- APPENDIX A - Detail of Special Facilities Char	Page 1	X	
224.	**Electric Sample Form 79-726 -** Electric Standby Service Log Sheet Schedule S	Page 1	X	
225.	**Electric Sample Form 79-759 -** Supplemental Agreement for As-Available Capacity	Page 1	X	
226.	**Electric Sample Form 79-847 -** Transmission Load Operating Agreement	Page 1	X	
227.	**Electric Sample Form 79-858 -** ID Theft Affidavit	Page 1	X	
228.	**Electric Sample Form 79-861 -** Electronic Data Interchange (EDI) - Trading Partner Agreement	Page 1	X	
229.	**Electric Sample Form 79-875** - Application And Agreement For Electric And/Or Natural Gas Facilities Where Full Advance Payment Is Required Rule 13 - Temporary Service	Page 1	X	
230.	**Electric Sample Form 79-936** - Deed of Conveyance	Page 1	X	
231.	**Electric Sample Form 79-937 -** Assignment Agreement	Page 1	X	
232.	**Electric Sample Form 79-938 -** Customer-Owned Streetlights PG&E Pole Contact Agreement	Page 1	X	
233.	**Electric Sample Form 79-948 -** Electric Service Provider (ESP) Service Agreement	Page 1	X	
234.	**Electric Sample Form 79-954 -** Departing Load Competition Transition Charge Agreement	Page 1	X	
235.	**Electric Sample Form 79-955 -** Amendment to PG&E's Departing Load Competition Transition Charge Agreement for Subsequently Obtained CTC Exemption	Page 1	X	

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Advice 4350-G/6050-E Appendix A - Matrix of Revisions to Tariff Forms				
#	Tariff Form	Page #	Privacy Statement*	Additional Modification/Information
236.	**Electric Sample Form 79-957 -** Electric Distribution Service Line Lease Agreement	Page 1	X	
237.	**Electric Sample Form 79-961 -** Dual Socket Metering Agreement	Page 1	X	
238.	**Electric Sample Form 79-966 -** Agreement for Schedule E-OBMC	Page 1	X	
239.	**Electric Sample Form 79-972 -** Agreement for Unmetered Electrical Service	Page 1	X	
240.	**Electric Sample Form 79-973 -** Generating Facility Interconnection Agreement For Non-Export Generating Facilities	Page 1	X	
241.	**Electric Sample 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	Page 1	X	
242.	**Electric Sample 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	Page 1	X	
243.	**Electric Sample Form 79-988 -** Generating Facility Interconnection Agreement (Third Party Non-Exporting)	Page 1	X	
244.	**Electric Sample Form 79-992 -** Customer Generation Agreement (Third Party Generator on Premises Non-Exporting)	Page 1	X	
245.	**Electric Sample Form 79-995 -** Agreement for Customers Taking Service on Schedule E-31	Page 1	X	
246.	**Electric Sample Form 79-997 -** Interconnection Agreement for Net Energy Metering of Biogas Digester Generating Facilities	Page 1	X	
247.	**Electric Sample Form 79-999 -** Agreement for Limited Optional Remote Metering Service	Page 1	X	

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California Public Utilities Commission

ADVICE LETTER SUMMARY

ENERGY UTILITY

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

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U 39 M)

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

Contact Person: Stuart Rubio
Phone #: (415)973-4587
E-mail: PGETariffs@pge.com
E-mail Disposition Notice to: SHR8@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) #: 4350-G/6050-E

Tier Designation: 1

Subject of AL: Addition of Privacy Statement Pursuant to the California Consumer Privacy Act and other Updates PG&E's Gas and Electric Sample Forms

Keywords (choose from CPUC listing): Compliance, Forms, Text Changes

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

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

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: N/A

Confidential treatment requested? [ ] Yes [x] 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 [x] No

Requested effective date: 2/4/21

No. of tariff sheets: 260

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

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

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

Tariff schedules affected: See Attachment 1

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

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

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

Clear Form

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

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

Clear Form

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
36827-G**	Gas Sample Form No. 02-2590 Interim Service Agreement Sheet 1	33170-G*
36828-G**	Gas Sample Form No. 62-0562 Gas & Electric Facilities Transfer Agreement - Declaration Sheet 1	30755-G
36829-G	Gas Sample Form No. 62-0579 Design/Construction Change Order Request Sheet 1	29981-G
36830-G	Gas Sample Form No. 62-0683 Application for Service -- Residential Single Family Dwelling Sheet 1	36165-G
36831-G	Gas Sample Form No. 62-0684 Application for Service -- Residential Subdivision/Development Sheet 1	36166-G
36832-G	Gas Sample Form No. 62-0685 Application for Service -- Commercial/Industrial Development Sheet 1	36167-G
36833-G	Gas Sample Form No. 62-0686 Application for Service -- Agricultural Service Sheet 1	36168-G
36834-G	Gas Sample Form No. 62-0687 Application for Service -- Existing Service Relocate/Change Service Sheet 1	36169-G
36835-G	Gas Sample Form No. 62-0980 Distribution Service and Extension Agreement Declarations Sheet 1	36170-G
36836-G	Gas Sample Form No. 62-3282 Request for Service Sheet 1	34424-G
36837-G	Gas Sample Form No. 62-4042 Surety Bond/Bill Guaranty Sheet 1	29988-G
36838-G**	Gas Sample Form No. 62-4501 Absolving Service Agreement Sheet 1	29989-G
36839-G	Gas Sample Form No. 62-4527 Agreement to Perform Tariff Schedule Related Work Sheet 1	35736-G
36840-G	Gas Sample Form No. 62-4778 Cancellation of Contract Sheet 1	31700-G

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
36841-G**	Gas Sample Form No. 79-1003 Statement of Applicant's Contract Anticipated Costs Sheet 1	34426-G
36842-G	Gas Sample Form No. 79-1004 Distribution and Service Extension Agreement Exhibit A Cost Summary Sheet 1	30329-G
36843-G**	Gas Sample Form No. 79-1025 Third Party Notification Service Bill Insert Sheet 1	22985-G
36844-G	Gas Sample Form No. 79-1026 Authorization to Revise Nominating Marketer on Exhibits C and D of Form 79-756--Natural Gas Service Agreement Sheet 1	34427-G
36845-G	Gas Sample Form No. 79-1031 Community Choice Aggregator Non-Disclosure Agreement Sheet 1	30437-G*
36846-G	Gas Sample Form No. 79-1039 Rate Schedule Selection Customer Agreement Sheet 1	34428-G
36847-G	Gas Sample Form No. 79-1040 Non-Disclosure and Use of Information Agreement Sheet 1	30765-G
36848-G	Gas Sample Form No. 79-1041 Notice of Bill Guarantee Termination Sheet 1	30033-G
36849-G**	Gas Sample Form No. 79-1042 APS/Auto Pay Customer Application Sheet 1	23185-G
36850-G	Gas Sample Form No. 79-1043 Irrevocable Standby Letter of Credit Sheet 1	30034-G
36851-G	Gas Sample Form No. 79-1047 Authorization to Change Residential Rate NGV Home Refueling Sheet 1	34429-G
36852-G	Gas Sample Form No. 79-1049 Agreement to Install Applicant Requested Common Special Facilities - Gas and Electric Rule 2 Sheet 1	30035-G
36853-G	Gas Sample Form No. 79-1088 Supplemental Agreement for Limited Gas Transmission Capacity Sheet 1	30317-G

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
36854-G	Gas Sample Form No. 79-1090 G-ESISP Service Agreement Sheet 1	34431-G
36855-G	Gas Sample Form No. 79-1091 G-ESISP Service Relocation Agreement Sheet 1	34432-G
36856-G	Gas Sample Form No. 79-1095 Authorization to Receive Customer Information or Act Upon a Customer's Behalf Sheet 1	34433-G*
36857-G	Gas Sample Form No. 79-1096 Authorization to Receive Customer Information or Act Upon a Customer's Behalf (Spanish) Sheet 1	34434-G
36858-G	Gas Sample Form No. 79-1097 Request Change of Mailing Address to a Third Party Change of Address Sheet 1	34435-G
36859-G	Gas Sample Form No. 79-1099 Property Management Authorization Agreement Sheet 1	30590-G
36860-G	Gas Sample Form No. 79-1104 Billing Calculation Service Agreement Sheet 1	30768-G
36861-G	Sample Gas Form No. 79-1118 General Off-Bill and On-Bill Financing Loan Agreement Sheet 1	34945-G
36862-G	Gas Sample Form 79-1126 Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects Sheet 1	34946-G
36863-G	Gas Sample Form 79-1128 Affidavit in Support of Customer Claim as Qualifying as a Small Business Customer Under Government Code Section 14837 Sheet 1	34878-G
36864-G**	Gas Sample Form No. 79-1143 CALIFORNIA STATE GOVERNMENT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT Sheet 1	30320-G
36865-G	GAS SAMPLE FORM 79-1156 AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential) Sheet 1	32226-G

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
36866-G	GAS SAMPLE FORM 79-1157 AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential) Sheet 1	32227-G
36867-G	GAS SAMPLE FORM 79-1164 MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION Sheet 1	36150-G
36868-G**	GAS SAMPLE FORM 79-1165 MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT Sheet 1	36260-G
36869-G	Gas Sample Form No. 79-1166 Non-Disclosure Agreement Sheet 1	34437-G
36870-G**	Gas Sample Form No. 79-1167 Local Governments Terms of Service Acceptance Agreement Sheet 1	34438-G
36871-G**	Gas Sample Form No. 79-1169 Gas and Electric Extension Agreement Sheet 1	32004-G
36872-G	Gas Sample Form No. 79-1173 Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information Sheet 1	34439-G
36873-G	Gas Sample Form No. 79-1186 Customer Information Service Request For Share My Data (CISR-SMD) Sheet 1	36747-G
36874-G	Gas Sample Form No. 79-1194 Local Agency And District Customers On-Bill Financing Loan Agreement Sheet 1	34947-G
36875-G	Gas Sample Form No. 79-1205 Gift Payment Form Sheet 1	35989-G
36876-G	Gas Sample Form No. 79-255 Agreement for Installation or Allocation of Special Facilities Sheet 1	29991-G
36877-G	Gas Sample Form No. 79-753 Compressed Natural Gas Fueling Agreement Sheet 1	34629-G

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
36878-G	Gas Sample Form No. 79-755 Agreement for Transportation of Natural Gas for Compression as a Motor-Vehicle Fuel Sheet 1	36172-G
36879-G	Gas Sample Form No. 79-756 Natural Gas Service Agreement Sheet 1	36435-G
36880-G	Gas Sample Form No. 79-757 Natural Gas Service Agreement Modification Revised Exhibits Sheet 1	34440-G
36881-G	Gas Sample Form No. 79-759 Supplemental Agreement for As-Available Capacity Sheet 1	30312-G
36882-G	Gas Sample Form No. 79-762 Imbalance Trading Form for Schedule G-BAL Service Sheet 1	34441-G
36883-G	Gas Sample Form No. 79-788 Agreement for Adjustment for Natural Gas Energy Efficiency Measures Sheet 1	30313-G
36884-G	Gas Sample Form No. 79-796 Notice of Gas Storage Inventory Transfer Sheet 1	34442-G
36885-G	Gas Sample Form No. 79-845 Core Gas Aggregation Service Agreement Sheet 1	35774-G
36886-G	Gas Sample Form No. 79-858 ID Theft Affidavit Sheet 1	32522-G
36887-G	Gas Sample Form No. 79-861 Electronic Data Interchange (EDI) - Trading Partner Agreement Sheet 1	30761-G
36888-G	Gas Sample Form No. 79-866 Gas Transmission Service Agreement Sheet 1	36436-G
36889-G	Gas Sample Form No. 79-867 Assignment of PG&E Backbone Pipeline and Firm Storage Capacity Allocation Sheet 1	34443-G
36890-G	Gas Sample Form No. 79-868 California Gas Transmission Credit Application Sheet 1	34444-G

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
36891-G	Gas Sample Form No. 79-869 Noncore Balancing Aggregation Agreement Sheet 1	34445-G
36892-G	Gas Sample Form No. 79-875 Application and Agreement for Electric and/or Natural Gas Facilities Where Full Advance Payment is Required Rule 13 - Temporary Service Sheet 1	30019-G
36893-G	Gas Sample Form No. 79-936 Deed of Conveyance Sheet 1	34446-G
36894-G	Gas Sample Form No. 79-937 Assignment Agreement Sheet 1	34447-G
36895-G	Gas Sample Form No. 79-941 Nomination Authorization Form Sheet 1	34448-G
36896-G	Gas Sample Form No. 79-944 California Production Balancing Agreement Sheet 1	34449-G
36897-G	Gas Sample Form No. 79-946 California Production Cumulative Imbalance Trading Form Sheet 1	34450-G
36898-G	Gas Sample Form No. 79-947 Request for California Gas Transmission Market Center Balance Transfer Sheet 1	34451-G
36899-G	Gas Sample Form No. 79-971 Election for Self-Balancing Option Sheet 1	30025-G
36900-G	Gas Sample Form No. 79-982 Electronic Commerce System User Agreement Sheet 1	30711-G
36901-G	Gas Sample Form No. 79-983 Request for Reclassification From Noncore Service to Core Service Sheet 1	30028-G
36902-G**	GAS TABLE OF CONTENTS Sheet 1	36824-G
36903-G**	GAS TABLE OF CONTENTS Sheet 8	36593-G
36904-G**	GAS TABLE OF CONTENTS Sheet 9	36164-G

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
36905-G	GAS TABLE OF CONTENTS Sheet 10	36498-G
36906-G	GAS TABLE OF CONTENTS Sheet 11	36499-G
36907-G**	GAS TABLE OF CONTENTS Sheet 12	36749-G
36908-G**	GAS TABLE OF CONTENTS Sheet 13	36502-G

Gas Sample Form No. 02-2590 Sheet 1
Interim Service Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

CONTINUOUS SERVICE AGREEMENT

As a convenience to our customers who lease or rent individually metered units to tenants, PG&E offers the "Continuous Service" option. Under the agreement, PG&E agrees to maintain gas and/or electric service to customer's vacant units by placing the service agreements in the applicant's name when tenants discontinue service.

Please fill out the information below and return this agreement to PG&E as described in Section 11 of the Terms of Agreement.

Step 1: This Agreement between _____ (Applicant) and Pacific Gas and Electric Company (PG&E) is to establish and govern the provision of all gas and electric service by PG&E during the time period commencing when a tenant in an individually-metered unit at Applicant's Service Address requests termination of liability for payment of PG&E service, and ending when PG&E establishes service in the name of a new tenant in the same unit. The service provided by PG&E during this time period shall hereinafter be referred to as "interim service" at the Applicant's Service Address below:

Step 2: Check Commodity**:** **Gas & Electric** ☐ **Electric only** ☐ **Gas Only** ☐

Step 3: Would you like a single account for all bills? **Yes** ☐ **No** ☐

Step 4: Please list the service address(es) you want included in this agreement. Include House number (exact numbers), street, apartment number (if applicable), city and zip code.

Service Address: _____

_____

Attach Additional Service Addresses on Page 3 (if needed).

Step 5: Where do you want the bills mailed?

Billing Address: _____

City, State and Zip Code: _____

Terms of Agreement

1) Applicant affirms that Applicant is the owner or manager of the property herein referred to as "Applicant's Service Address," where Applicant's Service Address is a property containing separately metered units for lease or rent to third party tenants.

2) Whenever a tenant at Applicant's Service Address requests termination of liability for payment for the gas and/or electric service, PG&E will read the meter(s), render a closing bill to the tenant and transfer the account for Continuous Service to Applicant.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

PG&E will send bills for interim service, including any applicable minimum charges or service charges, to Applicant at the mailing address shown above.

3) Applicant agrees to be responsible for all bills for interim service, including any applicable minimum charges or service charges, for all units within Applicant's Service Addresses.

4) The electric service will be automatically assigned and billed to the Applicant under an applicable default rate schedule of PG&E and the Energy Service Provider. If the service is in Community Choice Aggregation (CCA) area, the service will automatically be billed under the CCA program which is responsible for procuring electricity for the customer, unless the account has "opted-out" of the program. Gas service will be automatically assigned and billed to the Applicant under an applicable gas rate schedule. Applicant must contact PG&E if Applicant is eligible for and wishes to select a rate schedule option other than the one automatically assigned to their Continuous Service account(s).

5) Nothing in this Agreement prevents Applicant from requesting a rate schedule change for the Continuous Service account(s), at any time during continuous service period. All rate schedule changes will become effective as specified in the applicable rate schedule and in accordance with PG&E's gas and electric Rule 12. If Applicant elects the direct access option for electric Continuous Service account(s), Applicant's Electric Service Provider must request direct access service in accordance with electric Rule 22.

6) When a closing bill is issued for interim service, PG&E may transfer the amount of such bill to one of the Applicant's open PG&E accounts in accordance with the provisions of PG&E's gas and electric Rule 8, Section C.

7) Should there be any conflict as to the starting date of a new tenant's responsibility for PG&E service provided at this address, Applicant assumes responsibility for payment of bills until the new tenant establishes service with PG&E. Applicant acknowledges that Applicant has no right to have PG&E retroactively adjust a bill for interim service in the event of a delay in establishing PG&E service in a tenant's name.

8) Applicant agrees that PG&E shall not be held responsible and will be indemnified by Applicant for any damages resulting from PG&E's failure to perform any part of this agreement. PG&E reserves the right to disconnect services to a tenant for non-payment of electric and/or gas bills in accordance with PG&E's gas and electric rules.

9) This agreement may not be assigned, in whole or in part, to another party.

10) This agreement may be terminated by either party with 10 days' written notice to the other party. Applicant agrees to provide PG&E with a minimum of 10 days' written notice prior to a change in Applicant's status as owner or manager of Applicant's Service Address. If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all charges for the Continuous Service which were incurred in the exercise of this Agreement.

11) Correspondence regarding this Agreement should be sent either by facsimile at (209) 476-7694 or mailed to PG&E at the following address:

Pacific Gas & Electric Company
Landlord Department
P.O. Box 8329
Stockton, CA 95208

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

Property Owner:	**Property Manager** (If Property Manager Authorization Agreement Exists):
Signature	*Signature*
Print Name	*Print Name*
Print Title (owner, managing member or partner)	*Print Title (property manager, accountant, etc.)*
Date	*Date*
Daytime phone	*Daytime phone*
Cell Phone	*Cell Phone*
E –Mail Address	*E –Mail Address*

Attached Additional Service Addresses (if needed):

Gas Sample Form No. 62-0562 Sheet 1
Gas & Electric Facilities Transfer Agreement - Declaration

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

☐ Transferor
☐ Division
☐ Customer Care

REFERENCES

Order #:_____
SD #:_____
D&C #:_____
MLX #:_____
R/W #:_____

GAS & ELECTRIC FACILITIES TRANSFER AGREEMENT - DECLARATION

Submitted to Transferor By:

_____

Date of Issuance: _____

_____ **(TRANSFEROR)**, has requested **PACIFIC GAS AND ELECTRIC COMPANY (PG&E)**, a California Corporation, to acquire Transferor's ☐ Gas; ☐ Electric Facilities (Facilities) as summarized on "Exhibit A", and situated at _____, and to deliver ☐ Gas; ☐ Electric Energy (Energy) to the existing Customers (Customers) served from the Facilities and listed on "Exhibit B" for the operation of the utilization Equipment (Equipment). The Incremental Base Annual Revenue and Economic Analysis and Payment Computation for the gas and electric systems are summarized in "Exhibit C.1." and "Exhibit C.2.", respectively. The Facilities are shown on sketch marked "Exhibit D". All exhibits are attached hereto and made part hereof.

Executed this _____ day of _____ , _____

	PACIFIC GAS AND ELECTRIC COMPANY
Transferor	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

MAILING ADDRESS:

_____

_____

_____

Attachments: (Mark each attachment needed)

- ☐ Exhibit A - Facilities
- ☐ Exhibit B - Customers
- ☐ Exhibit C.1. - Incremental Base Annual Revenue
- ☐ Exhibit C.2. - Economic Analysis and Payment
- ☐ Exhibit D - Gas and/or Electric Facilities Sketch
- ☐ Exhibit E - Additional Terms and Conditions
- ☐ Gas Rule 15
- ☐ Gas Rule 16
- ☐ Electric Rule 15
- ☐ Electric Rule 16

Transferor: *Please initial here to confirm receipt of all attachments:*_____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Automated Document – Preliminary Statement Part A

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

PROVISIONS

As indicated in the Declarations**, TRANSFEROR** has requested **PG&E** to acquire Transferor's gas and electric Facilities. The Facilities, if electric, include but are not limited to: poles, conductors, transformers, substructures, conduits, services, meters, and other associated equipment. Facilities, if gas, include but are not limited to: gas mains, services, valves, meters, regulators, and other associated equipment.

PG&E is willing to acquire and own the Transferor's Facilities, and supply Energy service in accordance with PG&E's applicable rates and rules, subject to the following terms and conditions:

1. **OWNERSHIP BASIS.** Concurrently with the execution of this Agreement, Transferor agrees to transfer to PG&E the Facilities described herein, along with any associated capital costs, applicable taxes, and cost-of-ownership for that portion of the Facilities not supported by Incremental Base Annual Revenue derived from existing permanent loads served directly from the Facilities. All Facilities conveyed to PG&E under this Agreement shall at all times be and remain the property of PG&E.

2. **CONDITION OF FACILITIES.** To the best of Transferor's knowledge, the gas and electric distribution Facilities are in reasonably good operating condition and are capable of providing the end users a safe and reliable source of electric and gas service, the Facilities meet the California Public Utilities Commission's (CPUC) General Orders, are compatible, and in the case of new construction, meet PG&E's design standards as they relate to safety and reliability, and are capable of serving the customary expected load, determined in accordance with a site specific study and PG&E's rules as approved by the CPUC. If the facilities do not comply with the above, the Transferor has the following two options, both at the expense of the Transferor:

   (a) Transferor may elect to have qualified third party perform the necessary work prior to Title Acceptance and Conveyance; or

   (b) Transferor may elect PG&E to perform necessary work.

3. **CUSTOMER CONTRIBUTIONS.** Customer charges, if any, are determined in the following manner:

   (a) **Appraised Value of Transferor's Facilities**. As shown on Exhibit C.2., this is PG&E's estimated capital worth of the Facilities (existing Facilities found used and useful, plus any new replacement Facilities) according to the applicable extension and service rules defining those facilities that are subject to refund and those that are not subject to refund.

   (b) **Estimated Incremental Base Annual Revenue**. As shown on Exhibit C.1., PG&E will calculate the Estimated Incremental Base Annual Revenue by calculating the difference between the existing annual Energy usage and annual base revenue, and the estimated annual Energy usage and annual base revenue. The Estimated Base Annual Revenue for gas and electric is the distribution "Base Energy Rate" for the applicable PG&E gas or electric rate schedule, plus any customer, meter, and demand charges. For mobilehome parks, it is the annual discount portion of the applicable master-metered mobilehome park rate schedule, for each installed space.

   (c) **Supported Capital Costs**. As shown on Exhibit C.2., the Supported Capital Cost is the maximum capital investment amount by PG&E that is supported by the Estimated Incremental Base Annual Revenue to be derived by PG&E from the delivery of Energy supplied from the Facilities to the Customers. The Supported Capital Cost is calculated by dividing the Estimated Incremental Base Annual Revenue by the Cost-of-Service Factor as defined in PG&E's Gas and Electric Rule 15 -- Definitions for Rule 15.

*Automated Documents, Preliminary Statement, Part A

(d) **Unsupported Capital Contribution.** As shown on Exhibit C.2., this is the amount that the Appraised Value of Transferor's Facilities exceeds the Supported Capital Costs, less any applicable credits for joint facility cost participation by other entities. If Transferor, for any reason, fails to continue using the Equipment in a bona fide manner at the estimated Incremental Base Annual Revenue level listed on Exhibit C.1., within the terms of this Agreement, the Transferor shall pay to PG&E, on demand, an additional refundable payment equal to the difference between, the Unsupported Capital Contribution amount specified above and, the Unsupported Capital Contribution amount that would have been required if recalculated on the basis of Equipment, if any, actually used by Customers.

(e) **Income Tax Component Of Contribution (ITCC).** As shown on Exhibit C.2., Transferor shall pay to PG&E the State and Federal ITCC on the Unsupported Capital Contribution amount at the rate provided in the Preliminary Statement of PG&E's tariff schedules and approved by the CPUC. The ITCC is refundable or non-refundable as specified in the Contribution Adjustments section of this Agreement.

(f) **Cost-of-Ownership Annuity Fund.** As shown on Exhibit C.2., Transferor shall also pay to PG&E, in addition to the monthly rates and charges for service, a one-time refundable payment for a Cost-of-Ownership Annuity Fund. This fund represents PG&E's present worth value of its continuing costs, in perpetuity, to own, operate, and maintain that portion of the Facilities not supported by revenue. The fund is determined by multiplying the Unsupported Capital Contribution amount by the annual Cost-of-Ownership percentage rate for customer-financed (contributed) capital, and the present worth factor (at PG&E's current authorized rate of return).

Interest will be added annually to the unused balance of the annuity fund before the current year's cost-of-ownership charges are deducted. This calculation shall be performed on each anniversary of the date ownership of the Facilities was transferred to PG&E, as is established in PG&E's records. The interest rate shall be the 12-month average of the discount interest rate on prime, 3-month commercial paper for each month as reported in the Federal Statistical Release, G-13 or its successor publication.

Adjustments to the Cost-of-Ownership Annuity Fund are described in the paragraph on Cost-of-Ownership Annuity Fund Adjustments.

4. GENERAL ACCESS. PG&E shall at all times the have right to enter and leave Transferor's premises for any purpose connected with the furnishing of electric and gas services, including meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc., and the exercise of any and all rights secured to it by law, or under PG&E's tariff schedules. Transferor hereby grants to PG&E the right to install, own and maintain such Facilities on Transferor's premises together with sufficient safe legal clearances between all structures now or hereafter erected on Transferor's premises.

(a) **Existing Land Rights.** Transferor warrants that adequate land rights cover all of the Facilities as shown in "Exhibit A". In the absence of such land rights, Transferor shall assume any and all liability in connection therewith. Transferor shall assign to PG&E in whole or in part all of its private grants of rights-of-way and easements satisfactory to PG&E for the operation of the Facilities.

(b) **New Land Rights.** Where new formal rights-of-way, easements, land leases, or permits are required by PG&E for the acceptance of ownership of the Facilities on or over the Transferor's property, or the property of others, Transferor understands and agrees that PG&E shall not be

obligated to accept ownership of the Facilities unless and until any necessary permanent rights-of-way, easements, land leases, or permits, satisfactory to PG&E, are granted to or obtained for PG&E without cost to or condemnation by PG&E. However, if PG&E is unable to obtain such land rights, the Transferor shall obtain them for PG&E. Such easements shall include the right of access and the right to trim trees as necessary to maintain required legal clearances from overhead wires.

(c) **Third Party Consents.** All requisite third party consents to sell, assign, and transfer the Facilities and rights-of-way and easements thereto have been secured.

5. **AD VALOREM TAXES.** Except as disclosed by Transferor, all taxes or other assessments on or concerning the Facilities for the current tax year and earlier, have been paid in full and there are no penalties or delinquency charges owing. PG&E shall not be responsible for prior taxes. The current ad Valorem taxes for the tax year in which the Facilities are conveyed shall be prorated as of the date of conveyance. Transferor shall pay to PG&E on demand such part thereof as is attributable to the portion of the tax year prior to delivery of the Facilities.

6. **ADDITIONS, BETTERMENTS, OR REMOVALS.** This Transfer Agreement does not cover additions, betterments, or removals, if any, made to the Facilities by Transferor subsequent to this Agreement and is limited to those items more fully described in Exhibit A. Additions, betterments, or removals subsequent to this Agreement performed by other than PG&E, if any, will be covered by a supplemental Transfer Agreement or other such Agreement to be prepared by PG&E and delivered to Transferor concurrently with payment of the price thereof, if any. The Transferor shall not be responsible for betterments or improvements to PG&E's gas or electric distribution Facilities or operations that do not benefit the Transferor.

7. **SERVICE CONNECTIONS.** Transferor shall require all Customers to provide metering facilities in meter locations acceptable to PG&E in accordance with PG&E's Electric and Gas Service Requirements (Green Book). The appropriate jurisdiction shall inspect the Customer's metering facilities and determine if it is safe and ready for the meter to be set by PG&E.

8. **GAS DELIVERIES.** Gas deliveries shall be in conformance with the standards specified in CPUC General Order No. 58-A and measured at the outlet side of the meter.

   Gas will normally be delivered at PG&E's adopted standard delivery pressure of seven inches of water column. This standard pressure supplied to domestic and commercial customers shall not vary more than fifty percent above or below the adopted pressure. No variation in pressure from the standard pressure, of two inches or more of water column, shall occur in a time less than fifteen minutes, excepting momentary fluctuations on individual services caused by the operations of Customer's appliances or fluctuations caused by reasonable regulator buildups.

9. **POWER QUALITY AND VOLTAGE STABILITY.** PG&E designs and operates its distribution system to deliver sustained voltage as close as economically practical to service voltages required for customer's Facilities and equipment. Under normal circumstances service voltage can vary within a range set by PG&E's Electric Rule 2 on file with the CPUC. Under Electric Rule 2, PG&E's service voltage can also vary outside the specified range for brief periods. If the Transferor's equipment or Facilities require voltages of greater stability than those specified under Electric Rule 2, it is the Transferor's responsibility to take what ever actions are necessary to provide power of such stable voltage, including the design, installation and operation of any necessary protective equipment. PG&E cannot be held liable for any injuries or damages that may occur as the results of voltage variations that are allowable pursuant to Electric Rule 2.

*Automated Documents, Preliminary Statement, Part A

10. **HAZARDOUS SUBSTANCES.** Transferor shall be solely responsible for taking and paying for remedial action relating to hazardous substances or materials present in and around the Facilities acquired by PG&E and on lands occupied by the Facilities and in and on structures located on such lands. Transferor shall be solely liable for all costs, losses and damages from such hazardous substances or materials to property or injuries to any person and natural resources including but not limited to costs, damages and injuries arising from, and incident to Transferor's activities related to the gas and electric Facilities. PG&E is not responsible for pre-existing conditions, including but not limited to any costs, claims or delays associated with the remediation of hazardous substances.

    "Hazardous Substances" means any chemical, material or substance that is listed or regulated under applicable federal, state and local environmental laws, including but not limited to Comprehensive Environmental Response, Compensation, and Liability Act, and the Resource Conservation and Recovery Act, as a "hazardous" or "toxic" substance or waste, or as a "contaminant", or as is otherwise listed or regulated under applicable environmental laws because it poses a hazard to human health or the environment, including but not limited to asbestos in any form, polychlorinated biphenyls (PCBs), and lead paint and coatings.

11. **LITIGATION, PROCEEDINGS, AND CLAIMS.** There are no investigations, charges, proceedings, actions, suits, or arbitration proceedings pending, or, to the best of Transferor's knowledge, overtly threatened, involving tax, environmental or land use matters, before any court or governmental agency, or any other public forum, that could affect, encumber or burden the Facilities, or the ability of PG&E to operate the Facilities, or could result in impairment or loss of PG&E's title to the Facilities.

12. **GOVERNMENTAL COMPLIANCE.** To the best of Transferor's knowledge, the Facilities have been operated by or on behalf of Transferor in full compliance with all applicable laws, rules, and regulations, including ordinances, codes, permits and licenses of all city, county, state, and federal governments, and including, but not limited to, laws, rules, and regulations relating to environmental matters; and no notice from any governmental body has been served upon Transferor or its agents or upon the Facilities, claiming violation of any law, ordinance, code, rule, or regulation or calling attention to the need for any work, repairs, construction, alterations, or installation on or in connection with the Facilities with which the Transferor has not complied and PG&E was not notified.

13. **WARRANTY.** During the pendency of Transferor's request, Transferor shall be responsible for the continued maintenance to preserve the integrity of the Facilities and for the safe and reliable operation of the Facilities in accordance with applicable laws. During the pendency of Transferor's Transfer request, Transferor shall remain liable for injury and damage resulting from operation of the Facilities. Transferor further warrants that the Facilities, including any new Facilities installed by Transferor or its contractor, shall be free from defects in materials and workmanship. The warranty period shall begin from the date of Transfer of the Facilities to PG&E, and extend for one (1) year. The warranty period for any trench shall extend for two (2) years. Should the Facilities develop defects in materials or workmanship during the warranty period, PG&E, at its election shall either, (a) repair or replace the defective materials or workmanship, or (b) demand that the Transferor repair or replace the defective materials or workmanship. In either event, the Transferor shall be responsible for all costs associated with such repair or replacement. Transferor, upon demand by PG&E, shall promptly correct, to PG&E's satisfaction and that of any governmental agency having jurisdiction, any defect.

14. **CONTRIBUTION ADJUSTMENTS.** The Unsupported Capital Contribution amount and the associated ITCC Tax amount paid by Transferor under this Agreement shall be subject to refund to Transferor, without interest during the term of this Agreement, as follows:

*Automated Documents, Preliminary Statement, Part A

(a) **Facility Charge Adjustments**. At PG&E's option, the Unsupported Capital Contribution amount will be reviewed annually and adjusted if necessary for any difference between the actual Incremental Base Annual Revenue and the previously estimated actual Incremental Base Annual Revenue, derived over the previous 12 billing months. Refunds will be made within 90 days of the date that PG&E performs its review.

(b) **Refunds for New Extensions**. For refunds on new extensions served directly from these Facilities, refer to PG&E's Gas and Electric Rules 15 on series refunding.

(c) **Unsupported Capital.** The Unsupported Capital Contribution amount will be reviewed and updated with each adjustment made hereunder.

(d) **Adjustment Period Limit**. No adjustment or refund will be made by PG&E in excess of the refundable amount advanced by Transferor, nor after a period of ten-years from the date PG&E first assumed ownership. Any unrefunded amount and the associated ITCC remaining at the end of the ten-year period will become the property of PG&E.

(e) **Cost-of-Ownership Annuity Fund Adjustments.** In the event that PG&E makes refunds or other adjustments as provided in this Agreement, PG&E shall also adjust the Cost-of-Ownership Annuity Fund at the same time. The existing fund is updated by first adding interest to date and then subtracting the actual accrued cost-of-ownership charges to date. This updated fund amount is then compared to the new fund requirement (determined in the same manner as described in the paragraph on Facility Charges). If the updated fund balance is greater than the new fund requirement, the Transferor receives a refund of the difference. Conversely, if the updated fund balance is less than the new fund requirement, the Transferor shall pay an additional cost-of-ownership charge based on the difference between the updated fund amount and the new fund requirement. The adjusted fund amount becomes the new amount subject to future interest payments. Any unrefunded amount remaining at the end of the ten-year refund period will become the property of PG&E.

15. INDEMNIFICATION AND WITHHOLDING.

(a) **Indemnification:** Transferor shall indemnify, defend and hold harmless PG&E, directly or indirectly, its parent company, any affiliate companies, any subsidiary companies and their respective officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Transferor, contractor or subcontractor; injury to property of PG&E, Transferor, or any third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Transferor's performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees.

Transferor acknowledges that any and all claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with hazardous substances or materials including but not limited to the release or spill of any hazardous substance or material as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for

environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

Transferor shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. Transferor shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

(b) **Withholding:** In addition to any other right to withhold, PG&E may withhold from payments due Transferor hereunder such amounts as, in PG&E's opinion, are reasonably necessary to provide security against all loss, damage, expense, and liability covered by the foregoing indemnification provision.

16. ASSIGNMENT OF AGREEMENT. Transferor may assign this Agreement, in whole or in part, only if PG&E consents in writing and the party to whom the Agreement is assigned (Assignee) agrees in writing, to perform the obligations of Transferor hereunder. Consent will not be unreasonably withheld. Such Assignment shall be made using PG&E's Assignment Agreement and shall be notarized. Assignment of this Agreement shall not release Transferor from any of the obligations under this Agreement unless such a release is agreed to in writing by PG&E and the Assignee. Release will not be unreasonably withheld. Such assignment, unless otherwise provided therein, shall be deemed to include Transferor's right to any refunds then unpaid or which may thereafter become payable.

17. AGREEMENT TERMINATION. During the pendency of Transferor's request, if Transferor or PG&E elects to cancel and terminate the Agreement, PG&E shall return to the Transferor an amount equal to the Transferors advance, less PG&E's costs. PG&E's costs are defined as the actual costs (including but not limited to labor, materials, and overhead) incurred by PG&E prior to such cancellation and termination in connection with work done in furtherance of Transferor's project, plus the actual costs of removing any of PG&E's installed facilities which PG&E desires to salvage, minus the salvage value of such facilities. In the event PG&E's costs exceed the advance, Transferor agrees to pay PG&E a sum equal to the amount by which PG&E's costs exceed the advance. Upon exercise of it's right to cancel and terminate and upon payment the Transferor, all of PG&E's obligations under the Agreement Documents shall cease.

18. COMMISSION JURISDICTION. This Agreement shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction. These may include, but are not limited to changes or modifications to Monthly Cost-of-Ownership Charges (higher or lower percentage rates), extension and service rules, and rate schedules.

19. AUTHORIZED SIGNATURE. If Transferor is a corporation, partnership, joint venture or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partnership, joint venture or a group of individuals as the case may be.

20. EFFECTIVE DATE AND TERM. This Agreement shall be binding when (a) the Agreement is signed by Transferor and delivered together with payment required to PG&E within ninety (90) days of issuance, and (b) the Agreement is accepted and executed by PG&E. The term of this Agreement shall then continue in force, subject to the termination provision of this Agreement.

*Automated Documents, Preliminary Statement, Part A

PROVISIONS

21. **INCORPORATION BY REFERENCE.** All Appendices or other attachments are incorporated by reference. For mobilehome parks, the terms of this Transfer Agreement are subject to the terms of Sections 2791 et. seq. of the Public Utilities Code.

22. **SURVIVAL.** All representations and warranties by Transferor are ratified and affirmed as of the Transfer Date. Where the context permits, the terms and conditions of this Agreement shall survive termination.

23. **ADDITIONAL TERMS AND CONDITIONS.** Appended to this Agreement, if applicable, includes additional terms and conditions associated with PG&E's acceptance of the transfer of ownership of the Facilities.

24. **TITLE CONVEYANCE.** For good and valuable consideration, Transferor hereby transfers, grants, and conveys to PG&E, its successors and assigns, all of Transferor's rights, title, and interest in and to its Facilities, together with all necessary land and property rights for PG&E to own, operate and maintain the Facilities.

25. **TITLE ACCEPTANCE.** When all of the above terms and conditions are met, to the standards set forth in Section 2 herein, the existing or new Facilities necessary will be accepted by PG&E in writing, for PG&E to own, operate and maintain. Upon PG&E's final acceptance of said installation in accordance with the referenced general conditions, Transferor hereby grants, sells and conveys to PG&E all its rights, title and interest in and to all materials installed.

*Automated Documents, Preliminary Statement, Part A

Pacific Gas and Electric Company

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

REFERENCES
Order #:_____
SD #:_____
D&C #:_____
MLX #:_____
R/W #:_____

EXHIBIT C.1.

Incremental Base Annual Revenue Calculation
Gas and/or Electric Facilities Transfer – Mobile Home Parks

GAS **ELECTRIC**

I. ESTIMATED INCREMENTAL BASE ANNUAL REVENUE (DISCOUNT RATE)

A. Gas:

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day $ _____ x # of Installed Spaces _____ x
365 Days/Year……= $ _____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day $ _____ x # of Installed Spaces _____ x
365 Days/Year……= $ _____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day $ _____ x # of Installed Spaces _____ x
365 Days/Year……= $ _____

Total Gas Incremental Base Annual Revenue From Discount Rate=$_____

B. Electric:

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day $ _____ x # of Installed Spaces _____ x
365 Days/Year……= $_____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day $ _____ x # of Installed Spaces _____ x
365 Days/Year……= $_____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day $ _____ x # of Installed Spaces _____ x
365 Days/Year……= $_____

Total Electric Incremental Base Annual Revenue From Discount Rate . . . . =$_____

II. PG&E'S SUPPORTED CAPITAL INVESTMENT

A. Gas:

Total Gas Incremental Base Annual Revenue ($ _____ [I.A.])
(_____ [Cost-of-Service Factor])……=$_____ [1]

B. Electric:

Total Electric Incremental Base Annual Revenue ($_____ [I.B.]) /
(_____ [Cost-of-Service Factor])……=_____ [1]

[1] Enter gas and electric Incremental Base Annual Revenue amounts on Exhibit C.2., Section I.A.

*Automated Documents, Preliminary Statement, Part A

Pacific Gas and Electric Company

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

REFERENCES
Order #:_____
SD #:_____
D&C #:_____
MLX #:_____
R/W #:_____

EXHIBIT C.1.

Incremental Base Annual Revenue Calculation
Gas and/or Electric Facilities Transfer – Other Than Mobile Home Parks

GAS **ELECTRIC**

I. ESTIMATED INCREMENTAL BASE ANNUAL REVENUE

A. Gas:

1) Rate Schedule: _____
Annual Energy Usage _____ (Therms) x
_____ (Base Energy Rate for Applicable Rate Schedule)..$ _____

2) Rate Schedule: _____
Annual Energy Usage _____ (Therms) x
_____ (Base Energy Rate for Applicable Rate Schedule)..$ _____

3) Rate Schedule: _____
Annual Energy Usage _____ (Therms) x
_____ (Base Energy Rate for Applicable Rate Schedule)..$ _____

4) _____ Mo. Customer Charge x 12 mos……..……..=$_____

Total Gas Incremental Base Annual Revenue……=$_____

B. Electric:

1) Rate Schedule: _____
Annual Energy Usage _____ (kWh) x
_____ (Base Energy Rate for Applicable Rate Schedule)……..$_____

2) Rate Schedule: _____
Annual Energy Usage _____ (kWh) x
_____ (Base Energy Rate for Applicable Rate Schedule)……..$_____

3) Rate Schedule: _____
Annual Energy Usage _____ (kWh) x
_____ (Base Energy Rate for Applicable Rate Schedule)……..……$_____

4) _____ Mo. Customer Charge + _____ Mo. Demand Charge x 12 mos.$_____

Total Electric Incremental Base Annual Revenue……..……..=$_____

II. PG&E'S SUPPORTED CAPITAL INVESTMENT

A. Gas:

Total Gas Incremental Base Annual Revenue ($ _____ [I.A.]) /
(_____ [Cost-of-Service Factor])……..=$_____ [1]

B. Electric:

Total Electric Incremental Base Annual Revenue ($ _____ [I.B.]) /
([Cost-of-Service Factor])……=$ [1]

[1] Enter gas and electric Incremental Base Annual Revenue amounts on Exhibit C.2., Section I.A.

*Automated Documents, Preliminary Statement, Part A

Pacific Gas and Electric Company

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

REFERENCES
Order #:_____
SD #:_____
D&C #:_____
MLX #:_____
R/W #:_____

EXHIBIT C.2.
Economic Analysis and Payment Computations

	GAS	ELECTRIC
I. INVESTMENT AMOUNT AVAILABLE FOR TRANSFER		
A. PG&E's Supported Capital Investment…….$	_____ [1]	_____ [1]
B. Less PG&E's Current Investment Costs (if any) …….-	_____	_____
C. Investment Amount Available for Transfer (I.A. - I.B.)…….=$	_____	_____
II. TRANSFOR'S REFUNDABLE CASH PAYMENT		
A. Appraised Value of Transferor's Refundable Facilities (Exhibit A.) $	_____	_____
B. Less Investment Amount Available for Transfer (I.C.)…….-	_____	_____
C. Less Contribution by Other Utilities (if any) …….-	_____	_____
D. Unsupported Capital Contribution (II.A. - II.B. - II.C.)…….=	_____	_____
E. ITTC Contribution (II.D. x ITCC % for Gas and ITCC % for Electric)	_____	_____
F. Cost-of-Ownership Fund Calculation		
Gas: ($ _____ [II.D.] x _____ [Present Worth Factor] x _____ % [Monthly Cost-of-Ownership %] x 12)……..+	_____	
Electric: ($ _____ [II.D.] x _____ [Present Worth Factor] x _____ % [Monthly Cost-of-Ownership %] x 12)……		_____
G. Total Refundable Cash Payment (II.E + II.F)……=$	_____	_____
III. TRANSFOR'S NON-REFUNDABLE CASH PAYMENT		
A. Removal Costs……$	_____	_____
B. Rearrangement Costs……+	_____	_____
C. Inspection Fees……+	_____	_____
D. ITCC ([III.A. + III.B. + III.C.] x ITCC %)……+	_____	_____
E. Value of Electric Distribution Trench…….$	_____	
F. Value of Electric Distribution Conduit……+	_____	
G. ITCC on Value of Electric Distribution Trench and Conduit (III.E. + III.F.) x Electric ITCC %……		_____
H. Total Non-Refundable Cash Payment (III.A. + III.B. + III.C. + III.D. + III.G.)……..=$	_____	_____
IV. PAYMENT SUMMARY		
A. Investment Amount Available for Transfer (Lesser of I.C. or II.A.)$	_____	_____
B. Less Refundable Cash Payment (II.G.)……..-	_____	_____
C. Less Non-Refundable Cash Payment (III.H.)……-	_____	_____

V. TOTAL PAYMENT (IV.A. - IV.B. - IV.C. [Gas] + IV.A. - IV. B. - IV.C. [Electric])…….$_____
(In Addition to Conveyance), (If Positive, PG&E Pays Transferor)

[1] Enter gas and electric Incremental Base Annual Revenue amounts from Exhibit C.1., Section II.A. & II.B.

*Automated Documents, Preliminary Statement, Part A

Gas Sample Form No. 62-0579 Sheet 1
Design/Construction Change Order Request

Please Refer to Attached
Sample Form

DESIGN / CONSTRUCTION CHANGE ORDER REQUEST

Project Title: _____ Date: _____

Prepared by (print): _____

Order #: _____ Phone #: _____

Location of Change: _____

Check all that apply:
☐Electric ☐Gas ☐Design ☐Construction

Description of Change or additional work: (e.g. flopped lot, trench occupant change, etc.)

_____

_____

_____

Description of Estimated Costs	Cost	Tax
Total Estimated Cost of Change		

☐ This change requires detailed cost development.

Date Requested for Design/Construction Change: _____

We the undersigned, as a principal or agent for the owner, hereby authorize PG&E to perform the above described work and agree to make payment within thirty (30) days from the receipt of this invoice. This agreement does not supersede or cancel any other applicable contract terms and conditions. If at any time during construction or thereafter, a change in condition exists that would deviate from PG&E standards as described in G.O. 95, 112E, 128, or the Gas and Electric Service Requirements specifications, PG&E will notify the applicant, make the needed modifications or repairs and prepare a change order for billing at the applicant's expense.

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

	PACIFIC GAS AND ELECTRIC COMPANY
Company	
Work Authorized by (print)	Executed for PG&E by (Print)
Signature	Signature
Title	Title
Phone Number	Phone Number

† Information collected on this form is used in accordance with PG&E's Privacy Policy. .
The Privacy Policy is available at pge.com/privacy.

Automated Document, Preliminary Statement Part A

Gas Sample Form No. 62-0683 Sheet 1
Application for Service -- Residential Single Family Dwelling

Please Refer to Attached
Sample Form

APPLICATION FOR SERVICE
RESIDENTIAL SINGLE FAMILY DWELLING

Please complete this application and submit the completed form to PG&E Application for Service at P.O. Box 24047, Fresno, CA 93706-2010. You may also submit applications at http://www.pge.com/cco or call 1-877-PGE-SRVC.
**Indicates optional fields.*

Project Information

☐ Gas Service ☐ Electric Overhead Service ☐ Electric Underground Service Date Initial Service Needed_____

Project Address or Lot Number_____ City_____ County_____Zip_____

Single Family Dwelling☐ Multiple Lots☐ *Assessor's Parcel_____ *Building Permit_____

Nearest Cross Street_____

Applicant / Company Name_____

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other_____

Day Phone (_____)_____ *Cell Phone (_____)_____ *Fax (_____)_____ *Email address_____
(Correspondence will be sent via e-mail)

Applicant Address_____ City_____State_____Zip_____

Contract Information

Legal Name to appear on contract_____

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other_____

*State of incorporation or LLC_____

Name of person authorized to sign contracts_____*Title _____
(First Name, Middle Initial, Last Name)

Mailing address for contract _____ City_____State_____Zip_____

Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone (_____)_____ *Cell Phone (_____)_____ *Fax (_____)_____ *Email address_____

Mailing address _____City_____ State_____ Zip_____

*Contractor's Name_____ *Contractor's Phone (_____)_____

Credit Information (Party responsible for energy use after the meter is installed)

Name/Company Name to appear on bill_____ Day Phone (_____)_____ *Evening Phone (_____)_____
(First Name, Middle Initial, Last Name)

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other_____

Mailing address _____City_____ State_____ Zip_____

*Does the customer currently have service with PG&E? ☐ No ☐ Yes

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

*If yes, please provide the PG&E Account Number _____

*Do you want the new service included on your existing bill? ☐ No ☐ Yes

*Desired Electric Rate Schedule _____*Desired Gas Rate Schedule _____

If you want additional information on rate options or want to request a free rate analysis, visit http://www.pge.com/myhome/myaccount/rateinfo/ or calling 1-877-PGE-SRVC. If a rate schedule is not selected, PG&E will select an applicable rate schedule.

Application and Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work.
In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit http://www.pge.com/cco or request information by calling 1-877-PGE-SRVC.

PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.

Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.

Are you currently planning to use a design contractor? ☐ No ☐ Yes

Construction Information

**Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by: ☐ Applicant ☐ PG&E ☐ Not required

Who will trench and backfill for the distribution facilities? ☐ Applicant / Elec ☐ PG&E / Elec ☐ Date Joint Trench Required _____

Proposed distribution trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV

☐ Other _____

Who will install distribution conduit and substructures? ☐ Applicant ☐ PG&E

Who will trench and backfill for the service facilities? ☐ Applicant / Gas ☐ PG&E / Gas ☐ Date Joint Trench Required _____

☐ Applicant / Elec ☐ PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV

☐ Other

Who will install service conduit and substructures? ☐ Applicant ☐ PG&E

*Transformer type requested: ☐ Padmounted ☐ Subsurface (additional Special Facilities charges may apply)

Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.

APPLICATION FOR SERVICE
RESIDENTIAL SINGLE FAMILY DWELLING

IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the location is approved by PG&E.

General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

Total square footage _____

☐ I am adding load or square footage to an existing residence

☐ Panel Upgrade ☐ Relocation

Will any existing PG&E gas or electric facilities require relocation or removal? ☐ No ☐ Yes ☐ Not Sure Date needed

*Will temporary electric service be required? ☐ No ☐ Yes Date needed _____

*Will temporary gas service be required? ☐ No ☐ Yes Date needed _____

If, yes please complete the following:

*Will Temporary Service power be operated for less than one year? ☐ No ☐ Yes

*Have you ever completed a temporary power project with us before? ☐ No ☐ Yes

*Who will trench and backfill for Temporary Service?

☐ Applicant/Gas ☐ PG&E/Gas

☐ Applicant/Electric ☐ PG&E/Electric

ElectricTemporaryServices

*Panel, Main Breaker Size _____amps

*Will Applicant or Contractor Install Pole? ☐ No ☐ Yes

GasTemporaryServices

*Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐other _____

*Number of Meters at each service location? _____

*Total Gas Load _____

IN THE EVENT THAT APPLICANT SHALL MAKE ANY MATERIAL CHANGE EITHER IN THE AMOUNT OR CHARACTER OF THE APPLIANCES OR APPARATUS INSTALLED UPON THE PREMISES TO BE SUPPLIED BY PG&E, INCLUDING PANEL SIZE, APPLICANT SHALL IMMEDIATELY GIVE PG&E WRITTEN NOTICE OF THIS FACT.

Electric Load Information

Main Switch Size (Meter Panel & Service Termination Enclosure) _____ amps

Voltage: (select one) ☐120/240 Volt, 3-Wire, 1Ø (standard residential service) ☐ 120/208 Volt, 3-Wire, 1Ø ☐Other _____

Standard residential loads: (Check all that apply) Is this a seasonal load ☐ Yes ☐ No

☐ Lighting ☐ Electric Oven ☐ Electric Range ☐ Electric Water Heater (_____kW) ☐ Freezer

☐ Dish Washer ☐ Laundry Dryer ☐ Refrigerator ☐ On-Demand Water Heating (_____kW) ☐ Outdoor Lighting

☐ Air Conditioning – largest (_____ tons) ☐ Domestic Water Pump (_____ hp) ☐ Heat Pump (_____ tons)

☐ Air Conditioning - second A/C (_____ tons) ☐ Locked Rotor (_____ amps) ☐ Pool / Spa (_____ kW)

☐ Other electric heat (_____kW) ☐ NGV Compressor (_____ hp) ☐ Electric Vehicle (_____kW)

Other electric load (specify) _____ Number of meters needed _____

Natural Gas Load Information

If natural gas is not available, will you use propane? ☐ No ☐ Yes

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (psig)

Check all that apply: (If additional space is required please attach a spreadsheet using same format as below) (MBtu/h = 1,000 BTU/h)

☐ Water Heater (_____ MBtu/h) ☐Gas Oven (_____ MBtu/h) ☐Furnace (_____ MBtu/h) ☐Pool /Spa (_____ MBtu/h)

☐Laundry Dryer (_____ MBtu/h) ☐Gas Range (_____ MBtu/h) ☐On-Demand Water Heater (_____ MBtu/h)

☐Other gas load (specify) _____Number of meters needed _____

Self-Generation and Net Metering Options

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit www.pge.com/b2b/newgenerator/ or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning to install any self generation equipment? ☐No ☐Yes
If yes, please provide us with an estimate of the Generation proposed for this project.
Total # of generation units _____ Total output of all generation _____ kW Generation Type _____

Attachment – 2 copies required

A. Assessors parcel map showing all easements, rights-of-way, property lines, etc.
B. Detailed site plan showing roads, sidewalks, driveways, location of fire hydrants and other structures, proposed location of gas and electric meters, building elevations, and proposed future improvements. (Meter locations are subject to PG&E approval.)
C. One copy of the county or city approved plot plan with assigned address is required to establish the PG&E account.
D. Title 24 Utility Report or building permit.
E. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible for identifying all environmental requirements within said permits, approvals and/or conditions. For additional information visit *http://www.pge.com/myhome/customerservice/other/newconstruction/*

Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

APPLICATION FOR SERVICE
RESIDENTIAL SINGLE FAMILY DWELLING

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

I have read the above information. I understand and agree with the provisions and my responsibilities.

Applicant's Signature _____ Print Name _____ Date _____
First Name, Middle Initial, Last Name

Gas Sample Form No. 62-0684 Sheet 1
Application for Service -- Residential Subdivision/Development

Please Refer to Attached
Sample Form

APPLICATION FOR SERVICE
RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

Please complete this application and submit the completed form and attachments to PG&E Application for Service at P.O. Box 24047, Fresno, CA 93706-2010. You may also submit applications at http://www.pge.com/cco or call 1-877-PGE-SRVC.
** Indicates optional fields.*

Project Type

☐ Build-Out (Production) Subdivision ☐ Apartments ☐ Zero Lot Line

☐ Condominiums ☐ Lot Sale Number of lots / units

Project Information

☐ Gas Service ☐ Electric Overhead Service ☐ Electric Underground Service Date Initial Service Needed

Project Name *Tract Number

Project Address /Location City County Zip

Nearest Cross Street

Applicant / Company Name

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

Day Phone( ) *Cell Phone ( ) *Fax ( ) *Email address
(Correspondence will be sent via e-mail)

Applicant Mailing Address City State Zip

Trench start date Date you will begin construction (grading) Trench completion date

Contract Information

Legal Name to appear on contract

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

*State of incorporation or LLC

Name of person authorized to sign contracts *Title
(First Name, Middle Initial, Last Name)

Mailing address for contract City State Zip

Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address

Mailing address City State Zip

*Contractor's Name *Contractor's Phone

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

[1] Automated Document – Preliminary Statement Part A

APPLICATION FOR SERVICE
RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

Credit Information (Party responsible for energy use after the meter is installed)

Name to appear on bill Day Phone( ) *Evening Phone ( )
(First Name, Middle Initial, Last Name)

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other

Mailing address for bill City State Zip

*Does the customer currently have service with PG&E? ☐ No ☐ Yes

*If yes, please provide the PG&E Account Number

*Do you want the new service included on your existing bill? ☐ No ☐ Yes

*Desired Electric Rate Schedule *Desired Gas Rate Schedule

If you want additional information on rate options or want to request a free rate analysis, visit *http://www.pge.com/myhome/myaccount/rateinfo/* or call 1-877-PGE-SRVC. If a rate schedule is not selected, PG&E will select an applicable rate schedule.

Application and Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work. In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit *http://www.pge.com/cco* or request information by calling 1-877-PGE-SRVC.

PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.

Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.

Are you currently planning to use a design contractor? Yes No

APPLICATION FOR SERVICE
RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

Construction Information

**Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by: ☐ Applicant ☐ PG&E ☐ Not required

Who will trench and backfill for the distribution facilities? ☐ Applicant / Elec ☐ PG&E / Elec ☐ Date Joint Trench Required

Proposed distribution trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV

☐ Other

Who will install distribution conduit and substructures? ☐ Applicant ☐ PG&E

Who will trench and backfill for the service facilities? ☐ Applicant / Gas ☐ PG&E / Gas ☐ Date Joint Trench Required

☐ Applicant / Elec ☐ PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV

☐ Other

Who will install service conduit and substructures? ☐ Applicant ☐ PG&E ☐ Date Joint Trench Required

*Transformer type requested: ☐ Padmounted ☐ Subsurface (additional Special Facilities charges may apply)

Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.

General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

*Will temporary electric service be required? ☐ No ☐ Yes Date needed

*Will temporary gas service be required? ☐ No ☐ Yes Date needed

If, yes please complete the following:

*Will Temporary Service power be operated for less than one year? ☐ No ☐ Yes ☐ Not Sure Date needed

*Have you ever completed a temporary power project with us before? ☐ No ☐ Yes

*Who will trench and backfill for Temporary Service?

☐ Applicant/Gas ☐ PG&E/Gas

☐ Applicant/Electric ☐ PG&E/Electric

Electric Temporary Services

*Panel, Main Breaker Size amps

*Will Applicant or Contractor Install Pole? ☐ No ☐ Yes

Gas Temporary Services

*Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐other

*Number of Meters at each service location?

APPLICATION FOR SERVICE
RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

*Total Gas Load

Will existing PG&E electric overhead facilities require undergrounding? ☐ No ☐ Yes ☐ Not sure Date needed

Will any existing PG&E gas or electric facilities require relocation or removal? ☐ No ☐ Yes ☐ Not sure Date needed

Average square footage Largest square footage

IN THE EVENT THAT APPLICANT SHALL MAKE ANY MATERIAL CHANGE EITHER IN THE AMOUNT OR CHARACTER OF THE APPLIANCES OR APPARATUS INSTALLED UPON THE PREMISES TO BE SUPPLIED BY PG&E, INCLUDING PANEL SIZE, APPLICANT SHALL IMMEDIATELY GIVE PG&E WRITTEN NOTICE OF THIS FACT.

Electric Load Information

Main Switch Size (Meter Panel & Service Termination Enclosure) amps

Voltage: (select one) ☐ 120/240 Volt, 3-wire, 1Ø ☐ 120/208 Volt, 3-wire, 1Ø ☐ 240/120 Volt, 4-wire, 3Ø ☐ 208/120 Volt, 4-wire, 3Ø ☐ 480/277 Volt, 4-wire, 3Ø

Check all that apply:

☐ Standard residential loads (Lighting, Electric Oven, Electric Range, Refrigerator, Freezer, Dish Washer, Laundry Dryer, Electric Water Heater)

☐ Air Conditioner (tons) ☐ Domestic Water Pump (hp) ☐ Pool / Spa (kW)

☐ Other electric heat (kW) ☐ Heat Pump (tons) ☐ Electric Vehicle (kW)

☐ On-Demand Water Heating (kW) ☐ NGV Compressor (hp)

☐ Other electric load (specify) Number of meters needed

Common Usage Area Electric Load Information

☐ Lift Station ☐ Club House ☐ Park Site ☐ Sprinkler / Irrigation Controls (must be metered)

☐ Street Lighting ☐ Area Lighting ☐ Other (Specify)

* Street Light Load Information

Number of street lights to be added in development Watts per lamp Number of existing street lights to be removed

Bulb type: ☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor ☐ Mercury Vapor ☐ Metal Halide

☐ Incandescent ☐ Other _____

What rate schedule will the lights be placed on? ☐ LS1 ☐ LS2 ☐ OL1 ☐ LS3 ☐ Other (additional forms may be required)

Who is responsible for the street light billing?

Billing address for streetlights City State Zip

Important Note: *For city or county owned street lighting, a letter will be required from the city/county accepting ownership of the lighting, which includes the date of acceptance and states they will be responsible for the billing. Until the letter is received and dated with the city/county acceptance, the billing will be placed in the applicant's name and billed according to the rate schedule requested once the lights have been energized.*

APPLICATION FOR SERVICE
RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the meter location is approved by PG&E.

Self-Generation and Net Metering Options

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit *www.pge.com/b2b/newgenerator/* or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning to install any self generation equipment? Yes ☐ No ☐

If yes, please provide us with an estimate of the Generation proposed for this project.
*Total # of generation units *Total output of all generation *kW Generation Type

Attachment – 2 copies required

A. Complete set of subdivision improvement plans, including grading plans. Plans should include location of water, sewer, and storm drains. (Include 3 ½ "high-density disk with AutoCAD 2000i.dwg file of the site plan.)
B. Tract map showing all easements, rights-of-way, property lines, etc.
C. Detailed site plan showing roads, sidewalks, driveways, location of fire hydrants and other structures, and proposed future improvements.
D. Landscaping plans including sprinkler controller meter location.
E. Streetlight and traffic signal plans.
F. Title 24 Utility Report or building permit.
G. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible for identifying all environmental requirements within said permits, approvals and/or conditions. For additional information visit *http://www.pge.com/myhome/customerservice/other/newconstruction/*

Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

I have read the above information. I understand and agree with the provisions and my responsibilities.

Applicant's Signature _____ **Print Name** _____**Date** _____
First Name, Middle Initial, Last Name

Gas Sample Form No. 62-0685 Sheet 1
Application for Service -- Commercial/Industrial Development

Please Refer to Attached
Sample Form

APPLICATION FOR SERVICE
COMMERICAL / INDUSTRIAL DEVELOPMENT

Please complete this application and submit the completed form and attachments to PG&E Application for Service at P.O. Box 24047, Fresno, CA, 93706-2010. You may also submit applications at http://www.pge.com/cco or call 1-877-PGE-SRVC.
**Indicates optional fields.*

Project Type

☐ Commercial Service (new) ☐ Commercial/Industrial Development ☐ Commercial/Industrial Service Upgrade (additional load / equipment)

☐ Industrial Service (new) ☐ Mixed Use Commercial/Residential Number of Buildings Number of Electric Services

Project Information

☐ Gas Service ☐ Electric Overhead Service ☐ Electric Underground Service Date Initial Service Needed

Project Address or Lot Number City County Zip

Nearest Cross Street

*Assessor's Parcel No. * Building Permit No.

Applicant / Company Name

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address

(Correspondence will be sent via e-mail)

Applicant Address City State Zip

Contract Information

Legal name to appear on contract

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

*State of incorporation or LLC

Name of person authorized to sign contracts * Title

(First Name, Middle Initial, Last Name)

Mailing address for contract City State Zip

Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address

Mailing address City State Zip

*Contractor's Name *Contractor's Phone ( )

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

APPLICATION FOR SERVICE
COMMERICAL / INDUSTRIAL DEVELOPMENT

Credit Information (Party responsible for energy use after the meter is installed)

Name/Company Name to appear on bill Day Phone ( ) *Evening Phone ( )

(First Name, Middle Initial, Last Name)

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

Mailing address for bill City State Zip

Does the customer currently have service with PG&E? ☐ No ☐ Yes

*If yes, please provide the PG&E Account Number

*Do you want the new service included on your existing bill? ☐ No ☐ Yes

*NAICS (North America Industrial Classification System) Code *Business Activity

*Desired Electric Rate Schedule *Desired Gas Rate Schedule

If you want additional information on rate options or want to request a free rate analysis, visit

http://www.pge.com/mybusiness/myaccount/rates/ or call 1-877-PGE-SRVC. If a rate schedule is not selected, PG&E will select an applicable rate schedule.

Applicant Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work.

In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit http://www.pge.com/cco or request information by calling 1-877-PGE-SRVC.

PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.

Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.

Are you currently planning to use a design contractor? Yes No

Pacific Gas and Electric Company

APPLICATION FOR SERVICE
COMMERICAL / INDUSTRIAL DEVELOPMENT

Construction Information

**Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by: ☐ Applicant ☐ PG&E ☐ Not required

Who will trench and backfill for the distribution facilities? ☐ Applicant / Elec ☐ PG&E / Elec ☐ Date Joint Trench Required

Proposed distribution trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV

☐ Other

Who will install distribution conduit and substructures? ☐ Applicant ☐ PG&E

Who will trench and backfill for the service facilities? ☐ Applicant / Gas ☐ PG&E / Gas ☐ Date Joint Trench Required

☐ Applicant / Elec ☐ PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV

☐ Other

Who will install service conduit and substructures? ☐ Applicant ☐ PG&E

*Transformer type requested: ☐ Padmounted ☐ Subsurface (additional Special Facilities charges may apply)

Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.

General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

*Will temporary electric service be required? ☐ No ☐ Yes Date needed

*Will temporary gas service be required? ☐ No ☐ Yes Date needed

If, yes please complete the following:

*Will Temporary Service power be operated for less than one year? ☐ No ☐ Yes

Have you ever completed a temporary power project with us before? ☐ No ☐ Yes

*Who will trench and backfill for Temporary Service?

☐ Applicant/Gas ☐ PG&E/Gas

☐ Applicant/Electric ☐ PG&E/Electric

Electric Temporary Services

*Panel, Main Breaker Size amps

*Will Applicant or Contractor Install Pole? ☐ No ☐ Yes

Gas Temporary Services

APPLICATION FOR SERVICE
COMMERICAL / INDUSTRIAL DEVELOPMENT

*Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ other

*Number of Meters at each service location?

*Total Gas Load

Will existing PG&E electric overhead facilities require under grounding?

☐ No ☐ Yes ☐ Not sure Date needed

Will any existing PG&E gas or electric facilities require relocation or removal?

☐ No ☐ Yes ☐ Not sure Date needed

Load Information

Square footage of building (including all floors) Number of stories of building

IN THE EVENT THAT APPLICANT SHALL MAKE ANY MATERIAL CHANGE EITHER IN THE AMOUNT OR CHARACTER OF THE APPLIANCES OR APPARATUS INSTALLED UPON THE PREMISES TO BE SUPPLIED BY PG&E, INCLUDING PANEL SIZE OR HOURS OF OPERATION. APPLICANT SHALL IMMEDIATELY GIVE PG&E WRITTEN NOTICE OF THIS FACT.

Operating Hours

Hours per day Days per week Months per year

Typical daily operating hours: From ☐ AM ☐ PM To ☐ AM ☐ PM

Please describe other operating characteristics

Electric Load Information

Main Switch Size (Service Termination Enclosure) amps Number of meters at each service location

Voltage: (select one)
☐120/240 Volt, 3-wire, 1Ø ☐120/208Volt, 3-wire, 1Ø ☐ 240/120 Volt, 4-wire, 3Ø ☐ 208/120 Volt, 4-wire, 3Ø

☐ 480/277 Volt, 4-wire, 3Ø ☐ Primary voltage (> 2,400 Volts) ☐ Other (specify)

Single Largest 1Ø Motor (hp) Total 1Ø Motors (hp) Single Largest 3Ø Motor (hp) Total 3Ø Motors (hp)

Single Largest 1Ø Air Conditioning (tons) Single Largest 3Ø Air Conditioning (tons)

Total Lighting (kW) Parking Lot Lighting (kW) Streetlights (kW)

Receptacles (kW) Water Heating (kW) Cooking (kW)

Additional electric load (if additional space is needed please attach a spread sheet using same format as below)

Number of Appliances	Phase	Description of Appliance	Connected Load	Units	
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp	☐ tons
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp	☐ tons
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp	☐ tons
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp	☐ tons

*Please provide motor codes for motors that have reduced voltage starting or are 25 hp and greater.

*** Street Light Load Information**

Number of street lights to be added in development Watts per lamp Number of existing street lights to be removed

Bulb type: ☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor ☐ Mercury Vapor
☐ Metal Halide ☐ Incandescent ☐ Other

What rate schedule will the lights be placed on? ☐ LS1 ☐ LS2 ☐ OL1 ☐ LS3 ☐ Other (additional forms may be required)

Who is responsible for the street light billing?

Billing address for streetlights: City: State: Zip:

Important Note: *For city or county owned street lighting, a letter will be required from the city/county accepting ownership of the lighting, which includes the date of acceptance and states they will be responsible for the billing. Until the letter is received and dated with the city/county acceptance, the billing will be placed in the applicant's name and billed according to the rate schedule requested once the lights have been energized.*

Natural Gas Load Information

Natural gas standard service delivery pressure is provided at ¼ psig (7" water column). Requests for elevated service delivery pressure require PG&E's review and approval. If granted, elevated service delivery pressure may be reduced at any time due to PG&E operational needs. Special Facilities costs and cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local PG&E office and refer to Gas Rule 2. MBtu/h = 1,000 Btu/h

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (psig)

Number of meters at each service location

Check all that apply: (If additional space is required please attach a spreadsheet using same format as below)

☐ Space Heating Equipment (MBtu/h) ☐ Boilers (MBtu/h) ☐ Water Heating (MBtu/h)

☐ Air Conditioning (MBtu/h) ☐ Cooking (MBtu/h) ☐ Dryers (MBtu/h)

Other gas load (specify)

IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the meter location is approved by PG&E.

Self-Generation and Net Metering Options

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit *www.pge.com/b2b/newgenerator/* or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning on installing any self generation equipment? Yes ☐ No ☐

If yes, please provide us with an estimate of the Generation proposed for this project.

*Total # of generation units *Total output of all generation(kW) *Generation Type

APPLICATION FOR SERVICE
COMMERICAL / INDUSTRIAL DEVELOPMENT

Attachment – 2 copies required

A. Complete set of site improvement plans, including grading plans. (Include 3 ½" high-density disk with AutoCAD 2000i.dwg file of the site plan.)

B. Building floor plan and exterior elevations.

C. Electric drawings and schedules with complete breakdown of equipment; include single line drawing if available.

D. Electric switchboard drawings. (Must be approved by PG&E prior to manufacturing the main panel.)

E. Plumbing plans.

F. Assessors parcel map showing all easements, rights-of-way, property lines, etc.

G. Detailed site plan showing roads, sidewalk, driveways, location of fire hydrants and other structures, proposed location of gas and electric meters, building elevations, and proposed future improvements. (Meter locations are subject to PG&E approval).

H. Landscaping plans including sprinkler controller meter location.

I. Streetlight and traffic signal plans.

J. Title 24 Utility Report or building permit.

K. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible for identifying all environmental requirements within said permits, approvals and/or conditions. For additional information visit *www.pge.com/mybusiness/customerservice/otherrequests/newconstruction.*

Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

I have read the above information. I understand and agree with the provisions and my responsibilities.

Applicant's Signature _____ Print Name _____Date _____
First Name, Middle Initial, Last Name

Gas Sample Form No. 62-0686 Sheet 1
Application for Service -- Agricultural Service

Please Refer to Attached
Sample Form

APPLICATION FOR SERVICE
AGRICULTURAL SERVICE

Please complete this application and submit the completed form to PG&E Application for Service at P.O. Box 24047,Fresno, CA 93706-2010. You may also submit applications at http://www.pge.com/cco or call 1-877-PGE-SRVC.

** Indicates optional fields.*

Project Type

Applicants will be served under an agricultural rate schedule if 70% or more of the annual energy use on the meter is for agricultural end-uses. Agricultural end-uses consist of: (a) growing crops, (b) raising livestock, (c) pumping water for irrigation of crops, or (d) other uses which involve production for sale. (Note: PG&E's Electric Rule 1 contains the complete qualification criteria for agricultural rates).

What percentage of the annual energy use will be for agricultural end-uses?

☐ New Agricultural Service ☐ Additional Load or Equipment to Existing Agricultural Service

Number of Buildings Number of Services

Project Information

☐ Gas Service ☐ Electric Overhead Service ☐ Electric Underground Service Date Initial Service Needed

Project Address or Lot Number City County Zip

Nearest Cross Street

*Assessor's Parcel No. *Building Permit No.

Applicant / Company Name

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

Day Phone *Cell Phone ( ) *Fax ( ) *Email address

(Correspondence will be sent via e-mail)

Applicant Mailing Address City State Zip

Contract Information

Legal Name to appear on contract

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

*State of incorporation or LLC

Name of person authorized to sign contracts *Title

(First Name, Middle Initial, Last Name)

Mailing address for contract City State Zip

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

APPLICATION FOR SERVICE
AGRICULTURAL SERVICE

Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address

Mailing address City State Zip

*Contractor's Name *Contractor's Phone

Credit Information (Party responsible for energy use after the meter is installed)

Name/Company Name to appear on bill Day Phone ( ) *Evening Phone ( )

(First Name, Middle Initial, Last Name)

☐ Individual ☐ Partnership ☐ Corporation ☐Limited Liability Corporation ☐Governmental Agency

☐Sole Proprietor ☐Other

Mailing address for bill City State Zip

*Does the customer currently have service with PG&E? ☐ No ☐ Yes

*If yes, please provide the PG&E Account Number

*Do you want the new service included on your existing bill? ☐ No ☐ Yes

*NAICS (North America Industrial Classification System) Code *Business Activity

*Desired Electric Rate Schedule *Desired Gas Rate Schedule

The applicant is **required** to select an Agricultural Rate schedule before receiving service. If you want additional information on rate options or want to request a free rate analysis, visit *http://www.pge.com/about/rates/rateinfo/rateoptions/agricultural/* or call 1-877-PGE-SRVC.

Application and Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work.

In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit

http://www.pge.com/cco or request information by calling 1-877-PGE-SRVC.

PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.

Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.

Are you currently planning to use a design contractor? Yes No

Pacific Gas and Electric Company

APPLICATION FOR SERVICE
AGRICULTURAL SERVICE

Construction Information

**Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by: ☐ Applicant ☐ PG&E ☐ Not required

Who will trench and backfill for the distribution facilities? ☐ Applicant / Elec ☐ PG&E / Elec ☐Date Joint Trench Required

Proposed distribution trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV ☐ Other

Who will install distribution conduit and substructures? ☐ Applicant ☐ PG&E

Who will trench and backfill for the service facilities? ☐ Applicant / Gas ☐ PG&E / Gas ☐ Date Joint Trench Required ☐ Applicant / Elec ☐ PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV ☐ Other

Who will install service conduit and substructures? ☐ Applicant ☐ PG&E

*Transformer type requested: ☐ Padmounted ☐ Subsurface (additional Special Facilities charges may apply)

Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.

General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

*Will temporary electric service be required? ☐ No ☐ Yes Date needed

*Will temporary gas service be required? ☐ No ☐ Yes Date needed

If, yes please complete the following:

*Will Temporary Service power be operated for less than one year? ☐ No ☐ Yes

Have you ever completed a temporary power project with us before? ☐ No ☐ Yes

*Who will trench and backfill for Temporary Service?

☐ Applicant/Gas ☐ PG&E/Gas

☐ Applicant/Electric ☐ PG&E/Electric

Electric Temporary Services

Panel, Main Breaker Size amps

Have you ever completed a temporary power project with us before? ☐ No ☐ Yes

*Will Applicant or Contractor Install Pole? ☐ No ☐ Yes

Gas Temporary Services

*Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other psig)

*Number of Meters at each service location?

*Total Gas Load

Will existing PG&E electric overhead facilities require undergrounding?

☐ No ☐ Yes ☐ Not sure Date needed

Will any existing PG&E gas or electric facilities require relocation or removal?

☐ No ☐ Yes ☐ Not sure Date needed

Pacific Gas and Electric Company

APPLICATION FOR SERVICE
AGRICULTURAL SERVICE

Load Information

IN THE EVENT THAT APPLICANT SHALL MAKE ANY MATERIAL CHANGE EITHER IN THE AMOUNT OR CHARACTER OF THE APPLIANCES OR APPARATUS INSTALLED UPON THE PREMISES TO BE SUPPLIED BY PG&E, INCLUDING PANEL SIZE OR HOURS OF OPERATION. APPLICANT SHALL IMMEDIATELY GIVE PG&E WRITTEN NOTICE OF THIS FACT.

Operating Hours: Hours per day Days per week Months per year

Typical operating hours: From To

(Military 0-2300)

What months will this facility operate?

☐ January ☐ February ☐ March ☐ April
☐ May ☐ June ☐ July ☐ August
☐ September ☐ October ☐ November ☐ December

Please describe other operating characteristics

What type of crop or livestock are you producing? (if livestock, please state if they are raised for slaughter or sale, kept for breeding purposes, or boarded for others

Electric Load Information

Main Switch Size (Service Termination Enclosure) amps Number of meters at each service location

Voltage: (select one)

☐120/240 Volt, 3-wire, 1Ø ☐120/208Volt, 3-wire, 1Ø ☐ 240/120 Volt, 4-wire, 3Ø ☐ 208/120 Volt, 4-wire, 3Ø
☐ 480/277 Volt, 4-wire, 3Ø ☐ Primary voltage (> 2,400 Volts) ☐ Other (specify)

Single Largest 1Ø Motor (hp) Total 1Ø Motors (hp) Single Largest 3Ø Motor (hp) Total 3Ø Motors (hp)

Electric Connected Load

1Ø Motor: motors at hp each

3Ø Motor: motors at hp each

Additional electric load (if additional space is needed please attach a spread sheet using same format as below)

Number of Appliances	Phase	Description of Appliance	Connected Load	Units
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp ☐ tons
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp ☐ tons
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp ☐ tons
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp ☐ tons

*Please provide motor codes for motors that have reduced voltage starting or are 25 hp and greater.

Will submersible pump(s) be installed? ☐ No ☐ Yes

Natural Gas Load Information

*If this is an existing service, what is the.*PG&E meter no.

Natural gas standard service delivery pressure is provided at ¼ psig (7" water column). Requests for elevated service delivery pressure require PG&E's review and approval. If granted, elevated service delivery pressure may be reduced at any time due to PG&E operational needs. Special Facilities costs and cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local PG&E office and refer to Gas

Rule 2. (MBtu/h = 1,000 Btu/h)

Gas Service Delivery Pressure Requested: ☐ 1/4 psig ☐ Other (psig)

Number of meters at each service location

Check all that apply: (If additional space is required please attach a spreadsheet using same format as below)

☐ Space Heating Equipment (MBtu/h) ☐ Boilers (MBtu/h) ☐ Water Heating (MBtu/h)

☐ Air Conditioning (MBtu/h) ☐ Cooking (MBtu/h) ☐ Dryers (MBtu/h)

☐ Other gas load (specify)

IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the meter location is approved by PG&E.

Self-Generation and Net Metering Options

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, *visit www.pge.com/b2b/newgenerator/* or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning to install any self generation equipment? Yes No

If yes, please provide us with an estimate of the Generation proposed for this project.

*Total # of generation units *Total output of all generation *kW *Generation Type

Attachment – 2 copies required

A. Detailed site plan showing roads, driveways, easements, right-of-ways, property lines, building and structure.

B. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible to identify all environmental requirements within said permits, approvals and/or conditions. For additional information visit *http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction.*

Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

I have read the above information. I understand and agree with the provisions and my responsibilities.

Applicant's Signature _____ Print Name _____Date _____

First Name, Middle Initial, Last Name

Gas Sample Form No. 62-0687 Sheet 1
Application for Service -- Existing Service Relocate/Change Service

Please Refer to Attached
Sample Form

APPLICATION FOR SERVICE
EXISTING SERVICE RELOCATE / CHANGE SERVICE

Please complete this application and submit the completed form and attachments to PG&E Application for Service at P.O. Box 24047 Fresno CA, 93706-2010. You may also submit applications at http://www.pge.com/cco or call 1-877-PGE-SRVC.
**Indicates optional fields.*
This application is intended for stand-alone relocation requests. If your project also requires new service, please complete a new service application in place of this one. New service applications can be found at http://www.pge.com/cco.

Project Type

Type of Work (please choose one)

☐ Residential Single Family ☐ Residential Subdivision ☐ Commercial/Industrial/Agricultural

☐ Mixed Use (Commercial/Residential Combination) ☐ Agency (City, County, Cal-Trans)

Reason for Relocation / Rearrangement Request (please check all that apply) *

☐ Panel/Meter Relocation (Gas & Electric) ☐ Panel Upgrade (No Load Added) ☐ Panel Upgrade (Added Load)

☐ Temporarily De-energize Panel ☐ Temporarily De-energize Service ☐ Temporarily Disconnect Service

☐ Cut off/Demolition ☐ Meter or Meter Size Change ☐ Service Relocation (Pipes & Electric Wires)

☐ Relocate PG&E Facilities (Poles, Boxes, Wires, Pipes, Guys) ☐ Overhead to Underground Conversion

☐ Other _____

Description of Work Requested: _____

Project Information

☐ Gas ☐ Electric Overhead ☐ Electric Underground ☐ Date Relocation Needed

Project Address or Lot Number City County Zip

Nearest Cross Street

Applicant / Company Name

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

Day Phone ( ) *Cell Phone( ) *Fax ( ) *Email address

(Correspondence will be sent via e-mail)

Applicant Address City State Zip

*Building Permit Number *PG&E Account Number Date PG&E facility rearrangement / relocation needed

PG&E may relocate or rearrange service in accordance with Gas and/or Electric Rules 2, 13, 15, 1, 20, 21 and LS schedules as applicable. There may be circumstances where application of PG&E's distribution/service extension rules would place an undue financial burden on PG&E. In these cases, PG&E may apply the exceptional case provisions of its Rules 15 and 16.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
Privacy Policy is available at pge.com/privacy.

APPLICATION FOR SERVICE
EXISTING SERVICE RELOCATE / CHANGE SERVICE

Contract Information

Legal name to appear on contract

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

*State of incorporation or LLC

Name of person authorized to sign contracts

(First Name, Middle Initial, Last Name)

Mailing address for contract City State Zip

*Contractor's Name *Contractor's Phone ( )

Representative Information **(Party who will relay project information and updates to the PG&E representative)**

Name of Representative

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address

Mailing address City State Zip

*Contractor's Name *Contractor's Phone ( )

Construction Information

You are permitted to select either PG&E or your own contractor to construct all or a portion of any new gas/electric distribution and / or service facilities. However, only PG&E may work on energized or pressurized facilities. More details regarding the installation option requirements are available through your local PG&E office. You should become familiar with the requirements before you make your selection (Please see the following pages under installation options for specific information. For projects that require both relocation work and new service, please complete the appropriate new service application. Those new service (and associated relocation work) applications can be found at http://www.pge.com/cco.

*If trenching is required, who will trench, backfill, and provide and install conduit?

☐ Applicant ☐ PG&E

*Proposed trench occupants: (please check all that apply)

☐ Electric ☐ Gas ☐ Phone ☐ CATV ☐ Other

Water, sanitary sewer, storm drain, LPG, oil or other fluid carrying piping or facilities are not permitted in a joint trench.

IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the location is approved by PG&E.

APPLICATION FOR SERVICE
EXISTING SERVICE RELOCATE / CHANGE SERVICE

Load Information

Electric Load Information

Main Switch Size (Service Termination Can) (amps) Number of meters at each service location

Voltage: (select one)

☐120/240 Volt, 3-wire, 1Ø ☐120/208Volt, 3-wire, 1Ø ☐ 240/120 Volt, 4-wire, 3Ø ☐ 208/120 Volt, 4-wire, 3Ø

☐ 480/277 Volt, 4-wire, 3Ø ☐ Primary voltage (> 2,400 Volts) ☐ Other (specify)

*If required, who will install the electric service wire?

☐ Applicant ☐ PG&E

Natural Gas Load Information

Natural gas standard service delivery pressure is provided at ¼ psig (7" water column). Requests for elevated service delivery pressure require PG&E review and approval. If granted, elevated service delivery pressure may be reduced at any time due to PG&E operational needs. Special facilities & cost of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local PG&E office and refer to Gas Rule 2.

Number of meters at each service location

*If required, who will install the gas pipe? ☐ Applicant ☐ PG&E

General Construction

*Will temporary electric service be required? ☐ No ☐ Yes Date needed

*Will temporary gas service be required? ☐ No ☐ Yes Date needed

If, yes please complete the following:

*Will Temporary Service power be operated for less than one year? ☐ No ☐ Yes

Have you ever completed a temporary power project with us before? ☐ No ☐ Yes

*Who will trench and backfill for Temporary Service?

☐ Applicant/Gas ☐ PG&E/Gas

☐ Applicant/Electric ☐ PG&E/Electric

Electric Temporary Services

*Panel, Main Breaker Size amps

*Will Applicant or Contractor Install Pole? ☐ No ☐ Yes

Gas Temporary Services

*Gas Service Delivery Pressure Requested: ¼ psig other

*Number of Meters at each service location?

*Total Gas Load

*I request PG&E to provide a construction bid for:

☐ Gas Facilities ☐ Electric Facilities

PG&E gas or electric facilities require removal? ☐ No ☐ Yes ☐ Not sure Date Needed

Self-Generation and Net Metering Options

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit *www.pge.com/b2b/newgenerator* or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning on installing any self generation equipment? Yes No

If yes, please provide us with an estimate of the Generation proposed for this project.

*Total # of generation units *Total output of all generation(kW) *Generation Type

Attachment – 2 copies required

A. Complete set of site improvement plans, including grading plans. (Include 3 ½" high-density disk with AutoCAD 2000i.dwg file of the site plan.)

B. Building floor plan and exterior elevations.

C. Electric drawings and schedules with complete breakdown of equipment; include single line drawing if available.

D. Electric switchboard drawings. (Must be approved by PG&E prior to manufacturing the main panel.)

E. Plumbing plans.

F. Assessors parcel map showing all easements, rights-of-way, property lines, etc.

G. Detailed site plan showing roads, sidewalk, driveways, location of fire hydrants and other structures, proposed location of gas and electric meters, building elevations, and proposed future improvements. (Meter locations are subject to PG&E approval).

H. Landscaping plans including sprinkler controller meter location.

I. Streetlight and traffic signal plans.

J. Title 24 Utility Report or building permit.

K. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible to identify all environmental requirements within said permits, approvals and/or conditions. For additional information visit *www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/*

Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

I have read the above information. I understand and agree with the provisions and my responsibilities.

Applicant's Signature _____ Print Name _____Date _____
First Name, Middle Initial, Last Name

Gas Sample Form No. 62-0980 Sheet 1
Distribution Service and Extension Agreement Declarations

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:
☐ Applicant (copy)
☐ Division (copy)
☐ CFM(Original)

REFERENCES:
Notification # _____
E-PM # _____
G-PM # _____
Bill Doc # _____
MLX # _____
Prior MLX # _____
Customer # _____

DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS[1]

Submitted to Applicant by:

PG&E REP NAME

Date of issuance:_____

1. _____**(Applicant),** has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to deliver **Gas / Electric** energy to the property situated at **Enter Address Here** and shown on the attached drawings.

2. **Applicable Documents.** The cost summary for the facilities to be installed is attached hereto as Exhibit A. These facilities shall be installed in accordance with the applicable rules on file with the California Public Utilities Commission (which may include Gas and Electric Rules 2, 13, 15, 16, and 20), as well as the requirements set forth in the Provisions (Form 62-0982) and the General Terms and Conditions for Gas and Electric Service by Applicant (Form 79-716) These documents are located online in PG&E's Tariff Book, which is available at http://www.pge.com/cco . Should you require hard copies please contact your PG&E Representative.

3. **Construction Options.** The responsibility for providing line extension work is divided between PG&E and the Applicant. However, Applicant may chose to have a qualified contractor perform some of the work that is PG&E's responsibility, and may choose to have PG&E perform some or all of the work that is the Applicant's responsibility. PG&E will reimburse or collect money based on its estimate of the costs, subject to the applicable rules. Based on Applicant's request, the contract costs are based on the following construction options:

PG&E Responsibility [1]		To Be Performed By	
		PG&E	Applicant
Gas	Main Trench	☐	☐
	Main Pipe Installation	☐	☐
	Service Pipe Installation	☐	☐
Electric	Distribution Wire and Equipment Installation	☐	☐
	Service Wire Installation	☐	☐

Applicant Responsibility [2]		To Be Performed By	
		PG&E	Applicant
Gas	Service Trench	☐	☐
Electric	Distribution Trench	☐	☐
	Service Trench	☐	☐
	Distribution Substructure Installation	☐	☐
	Service Substructure Installation	☐	☐

1. PG&E's responsibilities per Rule 15.b.1.b and Rule 16.D.2
2. Applicant's responsibilities per Rule 15.b.1.a and Rule 16.D.1

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

4. ☐ **N/A**

Refund/Discount Option Selection

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

Gas	Electric
☐ **10-Year Subject to Refund Option**	☐ 10-Year Subject to Refund Option
- or -	- or -
☐ **Non-Refundable 50% Discount Option**	☐ Non-Refundable 50% Discount Option

ACCEPTED:

APPLICANT:

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

DATE: _____

MAILING ADDRESS: _____

_____

PACIFIC GAS AND ELECTRIC CO.:

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

TITLE: _____

DIVISION: _____

DATE: _____

DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

4. ☐ **N/A**

Refund/Discount Option Selection

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

Gas	Electric
☐ **10-Year Subject to Refund Option**	☐ 10-Year Subject to Refund Option
- or -	- or -
☐ **Non-Refundable 50% Discount Option**	☐ Non-Refundable 50% Discount Option

ACCEPTED:

GROUP OF APPLICANTS:

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

DATE: _____

MAILING ADDRESS:

_____

_____

Amount of Payment/%

$_____/_____

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

DATE: _____

MAILING ADDRESS:

_____

_____

Amount of Payment/%

$_____/_____

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

DATE: _____

MAILING ADDRESS:

_____

_____

Amount of Payment/%

$_____/_____

DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

MAILING ADDRESS:

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

DATE: _____

_____

_____

Amount of Payment/%

$_____/_____

MAILING ADDRESS:

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

DATE: _____

_____

_____

Amount of Payment/%

$_____/_____

PACIFIC GAS AND ELECTRIC CO.:

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

TITLE: _____

DIVISION: _____

DATE: _____

Gas Sample Form No. 62-3282
Request for Service

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

PG&E Use Only
Issue Date:_____
By:_____
SA #:_____
_____
:_____

REQUEST FOR SERVICE
(FOR USE ONLY WITH INTERIM SERVICE AGREEMENT)

The undersigned requests that gas and/or electric service be started at this service address:

_____
House No. *Street* *Apt. No.* *City*

Effective on (must allow three working days): _____
Month *Day* *Year*

Please note: Request will be worked within three working days of receipt by PG&E. Appointment date should be requested a minimum of three working days in advance and should not be scheduled for a Saturday, Sunday or holiday. Four-hour appointment time frames will be accommodated only if resources are available. If resources are unavailable on the date or time requested, appointments will be scheduled as an all day (8 a.m. to 8 p.m.) appointment.

In the event that the gas and/or electric commodity are physically off, access to the main breaker and/or gas appliances must be provided on the date of the appointment. Is there any reason PG&E would not be able to access our equipment or your gas appliances to complete this request (e.g., locked gate or dog)? ☐ Yes ☐ No

If Yes, please explain: _____

_____

The following information is required to establish the above utility service: *(Please Print)*
Your Name:_____
First *Middle* *Last*

Mailing Address (if different from service address):

_____

_____

_____

Telephone Numbers (include area code and extension):

_____
Home *Business*

Email Address:

_____

_____

Previous Address:

_____
House No. *Street* *Apt. No.* *City*

How Long?_____ Was PG&E service in your name? ☐ Yes ☐ No

If yes, has it been turned off? ☐ Yes ☐ No Approximate Date: _____
(Any outstanding balance will be included in your initial bill at the new service address.) *Month* *Day* *Year*

If no, do you want it turned off? ☐ Yes ☐ No _____
Month *Day* *Year*

Social Security Number:_____

(In order to start service it may be necessary to perform a credit check to determine whether or not security is required. If security is required, it will be included on your bill. If the Social Security Number is not provided, security will be required and also included on your bill.)

If applicable, name of spouse or domestic partner: _____

Please note: Copies of applicable rates and rules are available online at http://www.pge.com/tariffs/. You will receive rate information in the mail. Please call our toll-free customer service number (800) 743-5000 if you would like to change your rate or customer information.

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.

Signature of applicant(s): _____ Date: _____

_____

FAX TO: 1-800-399-0213

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

*Automated Documents, Preliminary Statement, Part A

Gas Sample Form No. 62-4042 Sheet 1
Surety Bond/Bill Guaranty

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

BOND # _____

SURETY BOND / BILL GUARANTY

In consideration of Pacific Gas and Electric Company furnishing gas and/or electric service to **(a)** _____ ***(applicant)*** without demanding that the Applicant provide a cash deposit as security for the payment for the Utility Service, I guarantee the prompt payment of all bills due or to become due for the Utility Service provided to Applicant.

If the Applicant does not pay the entire amount due for the Utility Service after Pacific Gas and Electric Company has demanded payment from the Applicant, I will pay all amounts due for Utility Service to Pacific Gas and Electric Company, up to but not exceeding total of **(b)** _____ ***($).***

I authorize Pacific Gas and Electric to transfer any past due closing bill (limited to the amount of this guaranty) for the Utility Service provided to Applicant to my current account or any subsequent account I may have with Pacific Gas and Electric Company. I agree that Pacific Gas and Electric Company may disconnect service to any or all accounts to which the closing bill is transferred if the bill is not paid. **(This clause does not apply to bonding and/or insurance company using a surety bond).**

I waive notice of acceptance of this guaranty, presentation of bills and other collection notices, and consent without further notice to any extension of time granted to the Applicant for payment of any amount due.

I agree that I cannot require Pacific Gas and Electric Company to pursue any remedy Pacific Gas and Electric Company might have against Applicant as a prerequisite to pursuing any remedy Pacific Gas and Electric Company may have against me under this guaranty.

I agree to pay Pacific Gas and Electric Company all cost and expenses it shall incur associated with collection proceedings, including reasonable attorneys' fees, in the event that Pacific Gas and Electric Company must institute any such proceedings to collect any amount due under this guaranty.

I agree this guaranty will remain in effect until either (1) the applicant's accounts under which the Utility Service is provided are closed, (2) Applicant establishes Credit pursuant to Rule No. 6, or (3) twenty days after Pacific Gas and Electric Company receives a written notice from me of termination of this guaranty sent "return receipt requested" to ***P.O. Box 8329, Stockton, CA 95208.*** I guarantee the payment of all amounts due for the Utility Service as of the time of the termination of this guaranty.

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

(c) _____

Name of Guarantor(s) (if surety or bonding company, print name of company)

(d) _____

Name of Guarantor(s)

I declare under penalty of perjury under the laws of the State of California that I am the individual whose name has been signed as guarantor of this agreement.

(e) Executed this _____ day of _____, 20___

At _____

(City, State)

(f) _____

Signature of Guarantor(s)

(g) _____

Signature of Guarantor(s)

(h) _____

Address

_____

City, State and Zip Code

FOR OFFICE USE ONLY

CIRCLE ONE: RES / CIA

APPLICANT'S ACCOUNT ID. (i) _____

GUARANTOR'S ACCOUNT INFORMATION

ACCOUNT ID. (j) _____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy

What are the requirements in the acceptance of a Surety Bond?

A Surety Bond can be obtained from your insurance company or insurance broker.

- Issue in the account name as the PG&E account is held, can not be issued to a dba (doing business as) name.
- No service address, mailing address or PG&E account number should be listed on the Surety Bond.
- The completed Surety Bond with embossed seal, Power of Attorney Page and Notary's Acknowledgement Page copy should be forwarded by fax for acceptance.

The completed Bond form should be forwarded by fax for acceptance.
Fax to: 1-866-283-0730

PG&E's bond department will notify you once the form is accepted. Once you are notified, please mail original documents to:

PG&E
Attn: Bond Desk
P.O. Box 8329
Stockton, CA 95208.

NOTE: THIS IS A LEGAL DOCUMENT AND CANNOT BE ALTERED OR MODIFIED IN ANY WAY.

Key Codes

(c) Name of Bonding Company
(d) Printed name from line (f)
(e) Date bond is in full effect (must match notary date)
(f) Attorney-in-fact signature
(g) Leave Blank
(h) Address of Bonding Company
(i) Leave Blank
(j) Leave Blank

Gas Sample Form No. 62-4501
Absolving Service Agreement

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:

- ☐ Applicant (Original)
- ☐ Division (Original)
- ☐ Customer Care (Copy)

REFERENCE:

_____

_____

_____

Absolving Service Agreement

1. _____ (Applicant) having requested Pacific Gas and Electric Company (PG&E), to supply all of the _____service, hereinafter called "service," required for the operation of Applicant's equipment and apparatus, located at _____County, State of California, PG&E shall, subject to the conditions hereof, install its distribution facilities without undue delay and supply such service in accordance with its applicable rates and rules established from time to time and on file with the Public Utilities Commission of the State of California, and as provided in a written agreement for service, if any, attached hereto and made a part hereof.

2. In order for PG&E to supply and/or for Applicant to receive such service, it will be necessary for (check appropriate item or items)

   ☐ PG&E to utilize certain of its existing facilities considered by PG&E to be of questionable permanency.

   ☐ PG&E to install and utilize certain of its facilities on property across which suitable permanent rights of way are not available on a basis acceptable to PG&E.

   ☐ Applicant to use service facilities owned by the hereinafter named licensor.

   ☐ Applicant to install and use service facilities on, over, or under property owned by the hereinafter named licensor.

   Said facilities and/or property are shown and delineated on the map attached hereto and made a part hereof.

3. Applicant has represented and does hereby represent to PG&E that he has obtained permission to use the said certain service facilities and/or to install and use facilities on, over, and under property owned by the following named Licensor:

   NAME _____

   ADDRESS _____

4. Applicant shall hold harmless PG&E, its officers, agents, and employees from and indemnify them against any liability, claim, or loss for damage to any property or injury to or death of any person or persons in any way arising from or connected with the service facilities owned by Licensor or Applicant, as the case may be, used by Applicant to receive service hereunder and PG&E shall have no obligation with respect to the operation or maintenance thereof.

5. Should PG&E desire to remove or abandon its facilities of questionable permanency or in the event of the revocation of PG&E's or Applicant's right or permission to locate facilities on property owned by others or on lands across which suitable permanent rights of way are not available, or should Applicant's permission to use Licensor's facilities be terminated, or should Licensor's or Applicant's facilities at any time become unsafe or unsuitable in PG&E's opinion for transmitting service, PG&E shall have the right to remove or abandon any of its facilities and discontinue service to Applicant and in any such event, PG&E, shall be absolved of and from any and all liability to Applicant for and Applicant shall indemnify PG&E, its officers, agents and employees against any and all damage, whether to person or property, which Applicant or any third party may suffer by reason of or in any way connected with such discontinuance of service. PG&E will relocate its facilities upon request provided suitable rights of way are available therefore and Applicant first pays to PG&E the cost of such relocation as estimated by PG&E.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Absolving Service Agreement

6. All service furnished by PG&E to Applicant will be supplied at the connection between Applicant's or Licensor's facilities, as the case may be, and PG&E's facilities, hereinafter called "point of delivery, " and will be transmitted therefrom by Applicant at latter's own risk, provided, however, that for the convenience of the parties hereto, but without in any way changing said point of delivery PG&E may transform or regulate and meter said service at a point agreeable to the parties hereto.
7. Applicant may, with PG&E's written consent, assign this contract if the assignee thereof will in writing agree to be bound by all terms and conditions hereof applicable to Applicant and the terms and conditions of any then effective service agreement between the parties hereto for service to said property.
8. This agreement shall remain in force so long as PG&E provides service to Applicant on said property unless earlier terminated by mutual agreement by the parties hereto.
9. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Executed this _____day of _____, 20____

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

	PACIFIC GAS AND ELECTRIC COMPANY
_____	_____
Customer/Company	
_____	_____
Authorized by (Print)	Authorized by (Print)
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

Applicant’s Mailing Address

_____

_____

_____

_____

Gas Sample Form No. 62-4527 Sheet 1
Agreement to Perform Tariff Schedule Related Work

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

DISTRIBUTION:

☐ Applicant (Original)

☐ Division (Original)

☐ Customer Care (Copy)

REFERENCE: _____

AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK[1]

_____ (Applicant) has requested **PACIFIC GAS AND ELECTRIC COMPANY,** a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

2. Customer shall indemnify and hold harmless PG&E, its officers, agents, and employees, against all loss, damage, expense, and liability, resulting from injury to or death of person, including, but not limited to employees of PG&E, Customer, or any third party, or damage to property, including, but not limited to, property of PG&E, Customer, or any third party, arising out of or in any way connected with the Services to be provided under this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Customer, its officers, employees or agents. Customer shall pay any costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees. [Pursuant to Resolution G-3561 of the California Public Utilities Commission the foregoing provision may be modified in agreements with governmental agencies to limit the scope of the indemnity to claims caused by the negligent or intentional acts or omissions of the governmental agency. Such modifications to this Agreement shall be submitted to the Commission for approval through a Tier 1 Advice Letter.]

3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc.):

LOCATION: _____

DESCRIPTION OF WORK: _____

_____

_____

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of _____dollars ($ _____)

5. 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.

Upon completion of requested work, ownership shall vest in: ☐ PG&E ☐Applicant

Executed this _____ day of _____ 20 ____.

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

	PACIFIC GAS AND ELECTRIC COMPANY
Customer/Company	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

Mailing Address:

_____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

[1]Automated Document, Preliminary Statement, Part A

Gas Sample Form No. 62-4778
Cancellation of Contract

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

CANCELLATION OF CONTRACT

DISTRIBUTION:
- ☐ Customer
- ☐ Accounting
- ☐ Div. ES&E
- ☐ Other_____

REFERENCE:
_____
_____
_____
_____

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, and_____

_____

do hereby mutually agree to cancel and do hereby cancel that certain contract entered into between them under date of_____, _____, relating to _____, located at _____, which cancellation shall be deemed effective as of _____, 20 _____.

Executed _____ day _____ , _____

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Customer	_____
_____ Authorized by (Signature)	_____ Authorized by (Signature)
_____ Print Name	_____ Print Name
_____ Title	_____ Title
_____ Date	_____ Date

Mailing Address

_____

_____

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-1003 Sheet 1
Statement of Applicant's Contract Anticipated Costs

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS*

Project Name: _____

Project Location: _____

Notification Number: _____

PM Number(s): (Gas) _____ **(Electric)** _____

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS	ELECTRIC
Residential Service Facilities:	**Residential Service Facilities**
Applicant: $_____	**Applicant:** $ _____
PG&E: $_____	**PG&E** $ _____
Number of gas services: _____ **stubs:** _____	**Number of electric services:** _____

- Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

* This form 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Pacific Gas and Electric Company®

STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS*

GAS

Gas Distribution Facilities and Non-Residential Services

Applicant: $_____

PG&E: $_____

ELECTRIC

Electric Distribution Facilities and Non-Residential Services.

Applicant: $ _____

PG&E $ _____

GAS DISTRIBUTION TRENCH

Applicant: $_____

PG&E: $_____

- Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.
- Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

I declare under penalty of perjury that the foregoing is true and correct.

☐ **APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on _____ at _____, California.
(Date) (City)

By:

Print Applicant Name: _____

Signed: _____

Title: _____

Gas Sample Form No. 79-1004 Sheet 1
Distribution and Service Extension Agreement Exhibit A Cost Summary

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

REFERENCES
E-PM#:_____
G-PM#:_____
Notification #:_____
MLX#:_____
_____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

ELECTRIC DISTRIBUTION LINE AND SERVICE EXTENSION COST SUMMARY

Cost of Ownership charges as described in the rules and in the Unsupported Extension Cost section of the Provisions of this Agreement: _____

Total number of residential lots/units for this project: _____
Total number of non-residential lots/units for this project: _____

Calculations to determine excess residential service allowance to be applied to distribution line extension refundable amount on a per lot/unit basis:

Cost of Services: (5)

Engineering & Administrative Costs			$ _____	
Value of Applicant Design Work		(+)	$ _____	
Service Tie-In Cost (Energized) by PG&E		(+)	$ _____	
Electric Metering		(+)	$ _____	
Other Charges: _____		(+)	$ _____	
Inspection Fees		(+)	$ _____	(4)
Service Cost - PG&E installed	# Services _____	(+)	$ _____	
Service Cost - Applicant installed	# Services _____	(+)	$ _____	(5)
Total Cost of Service Subject to Allowance		(=)	$ _____	

Cost of Service Within Allowance:

Less Total Residential Service Allowance			
$_____ x _____ =	(−)	$ _____	(1)
Excess Service Cost	(=)	$ _____	
Service Cost Within Allowance (Total less Excess)	(=)	$ _____	
Average Cost per Lot or Unit Within Allowance			
$_____ / _____ =		$ _____	

Excess Service Allowance Applied to Distribution Line Extension Refundable

Amount per Lot or Unit:

$_____ x _____ = **
Allowance Ave. Cost / Unit

$ _____

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A – COST SUMMARY

Allowances

Residential:

$_____ x _____ =
Allowance Lots/Units $ _____

Plus ITCC @ _____% Residential Allowances (+) $ _____

SUB TOTAL Residential Allowances (=) $ _____

Non-Residential:

$_____ / _____ =
Net Annual Revenue Cost-of-Service Factor $ _____

Plus ITCC @ _____% Non-Residential Allowances (+) $ _____

SUB TOTAL Non-Residential Allowances (=) $ _____

Less Residential Service Allowances

(_____ x _____) + _____% =
Lots/Unit Avg. Cost/Unit ITCC (−) $ _____

Total Distribution Line Extension Allowance $ _____

Amount Subject to Refund

Engineering & Administrative Cost		$ _____	
Value of Applicant Design Work	(+)	$ _____	
Tie-In of Distribution Line Extension by PG&E	(+)	$ _____	
Electric Metering (Non-residential Projects)	(+)	$ _____	
Other Charges: _____	(+)	$ _____	
PG&E installed - Cost of Distribution Line and Non-Res Svcs	(+)	$ _____	
Applicant installed - Cost of Distribution Line and Non-Res Svcs	(+)	$ _____	(5)
Value of Distribution Substructures	(+)	$ _____	
Inspection Fees	(+)	$ _____	(4)
SUB TOTAL	(=)	$ _____	
Plus ITCC @ _____%	(+)	$ _____	
Total Refundable Amount	(=)	$ _____	
Less Total Allowances (not to exceed Total Refundable Amount)	(−)	$ _____	
Balance: Net Refundable Amount	(=)	$ _____	

10 Year Refundable Advance Option

Balance: Net Refundable Amount		$ _____	
Less Credit for Value of Applicant Design Work	(−)	$ _____	
Less Cost of Dist. Line Ext. & Non-Res Svcs. Installed by Applicant	(−)	$ _____	(5)
Less Value of Distribution Substructures by Applicant	(−)	$ _____	
Net 10 Year Refundable Advance Option Payment			(=) $ _____

Non-Refundable Discount Option

Balance: Net Refundable Amount		$ _____	
Less Discount: $-_____ x 50% (Balance, Discount Rate)	(−)	$ _____	
Less Credit for Value of Applicant Design Work	(−)	$ _____	
Less Cost of Dist. Line Ext. & Non-Res Svcs. Installed by Applicant	(−)	$ _____	
Less Value of Distribution Substructures by Applicant	(−)	$ _____	(5)
Net Non-Refundable Discount Option Payment			(=) $ _____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A – COST SUMMARY

Non-Refundable Payments

	(−)		
Rule 16 Non-Refundable Payments			
Excess Service Costs		$	
Service Costs Beyond Preferred Service Location	(+)	$	
Service Risers	(+)	$	
Value of Rule 16 Land Rights Costs	(+)	$	
Value of Service Trench, Conduits & Substructures in the Franchise Area or on 3rd Party Property	(+)	$	
Inspection Fees	(+)	$	
Rule 16 Trench Permits Obtained by PG&E	(+)	$	
Other Charges: _____	(+)	$	
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)	$	
SUB TOTAL	(=)	$	
Plus ITCC @ _____%	(+)	$	
Plus Non-Taxable Other Charges	(+)	$	
D. 04-05-055 Line Extension Costs, Residential	(+)	$	
D. 04-05-055 Line Extension Costs, Non-Residential	(+)	$	
Inspection Fees (not subject to ITCC)	(+)	$	
Plus Service Trench, Conduits, & Substructures installed by PG&E on Private Property	(+)	$	
Less Excess Service Facilities Installed by Applicant	(−)	$	
Less Service Costs Beyond Preferred Location by Applicant	(−)	$	
Less Service Riser Installed by Applicant	(−)	$	
Less Service Trench, Conduits, & Substructures in the Franchise Area & 3rd Party Property installed by Applicant	(−)	$	
Less Rule 16 Applicant Design Work Associated with Excess	(−)	$	
Total Rule 16 Non-Refundable Payment			(=) $

Rule 15 Non-Refundable Payments			
Inspection Fees		$	
Re-engineering / Composite Fees	(+)	$	
Cost of Additional Applicant Design Plan Checks	(+)	$	
Value of Distribution Conduits	(+)	$	
Distribution Risers Installed by PG&E	(+)	$	
Value of Distribution Trench	(+)	$	
PG&E Land Rights Costs	(+)	$	
Rule 15 Trench Permits Obtained by PG&E	(+)	$	
Other Charges: _____	(+)	$	
SUB TOTAL	(=)	$	
Plus ITCC @ _____%	(+)	$	
Less Distribution Conduits Installed by Applicant	(−)	$	
Less Distribution Trench Provided by Applicant	(−)	$	
Total Non-Refundable Electric Rule 15 Payment			(=) $

Relocation / Rearrangement of PG&E Facilities		
Value of Relocation/Rearrangement Facilities		$
Value of Relocation/Rearrangement Conduits & Substructures	(+)	$
Value of Relocation/Rearrangement Trench & Excavation	(+)	$
Engineering & Administrative Costs	(+)	$

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A – COST SUMMARY

Value of Relocation Applicant Design Work	(+)	$	
Cost of Additional Applicant Design Plan Checks	(+)	$	
Tie-In of Relocation/Rearrangement by PG&E	(+)	$	
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	$	
Relocation/Rearrangement Land Rights	(+)	$	
Relocation/Rearrangement Inspection Fees	(+)	$	
SUB TOTAL	(=)	$	
Plus ITCC @ _____%	(+)	$	
Plus Relocation/Rearrangement - Non Taxable	(+)	$	
Less Relocation/Rearrangement Facilities Installed by Applicant	(−)	$	
Less Conduits & Substructures Installed by Applicant	(−)	$	
Less Trench & Excavation Provided by Applicant	(−)	$	
Less Value of Relocation Applicant Design Work	(−)	$	
Less Relocation/Rearrangement Salvage	(−)	$	
Total Relocation/Rearrangement of PG&E Facilities Payment			(=) $

Total Payment for Electric Distribution Line and Service Extension

Cash Payment - 10-Year Refundable Advance Option			
Rule 15 Refundable Advance Payment		$	(3)
Rule 16 Non-Refundable Payment	(+)	$	
Rule 15 Non-Refundable Payment	(+)	$	
Relocation/Rearrangement of PG&E Facilities Payment	(+)	$	
Total			(=) $

-- OR --

Cash Payment - Non-Refundable Discount Option			
Rule 15 Non-Refundable Discount Option Payment		$	(3)
Rule 16 Non-Refundable Payment (Not Subject to Discount)	(+)	$	
Rule 15 Non-Refundable Payment (Not Subject to Discount)	(+)	$	
Relocation/Rearrangement of PG&E Facilities Payment	(+)	$	
Total			(=) $

Value of Electric Facility Reinforcements by PG&E: _____ based upon Applicant's estimated demand of: _____ kVa
(Reference: Payment Adjustments. Excess Facilities section of the Provisions)

(1) Total Service Allowance not to exceed the Cost of Service.

(2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.

(3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

(4) Inspection Fees (Only Refundable if Applicant's Cost is Used. Applicant's Cost + Inspection Cannot Exceed PG&E's Estimate).

(5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance.

**** PG&E USE ONLY**

Excess service allowance applied to distribution line extension refundable amount per lot/unit

_____	+	_____	=	_____
Allowance		% ITCC		Refund Per Residential Lot/Unit

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

GAS DISTRIBUTION MAIN AND SERVICE EXTENSION COST SUMMARY

Cost of Ownership charges as described in the rules and in the Unsupported Extension Cost section of the Provisions of this Agreement: _____

Total number of residential lots/units for this project: _____

Total number of non-residential lots/units for this project: _____

Calculations to determine excess residential service allowance to be applied to distribution main refundable amount on a lot/unit basis:

Cost of Services: (5)

Engineering & Administrative Costs			$ _____
Value of Applicant Design Work		(+)	$ _____
Service Tie-In Cost (pressurized) by PG&E		(+)	$ _____
Gas Metering & Regulations		(+)	$ _____
Other Charges: _____		(+)	$ _____
Inspection Fees		(+)	$ _____ (4)
Service Cost - PG&E installed	# Services _____	(+)	$ _____
Service Cost - Applicant installed	# Services _____	(+)	$ _____ (5)
Total Cost of Service Subject to Allowance		(=)	$ _____

Cost of Service Within Allowance:

Residential Service Allowance				_____
Water Heaters:	$ _____ x _____ units	(+)	$ _____	
Space Heaters	$ _____ x _____ units	(+)	$ _____	
Oven/Range	$ _____ x _____ units	(+)	$ _____	
Dryer Stub	$ _____ x _____ units	(+)	$ _____	
Total Residential Service Allowance		(=)	$ _____	(1)
Excess Service Cost (Total Cost less Allowances)		(=)	$ _____	
Service Cost Within Allowance (Total less Excess)		(=)	$ _____	
Average Cost per Lot or Unit Within Allowance				
$ _____ / _____ =			$ _____	

Excess Service Allowance Applied to Distribution Main Refundable Amount per Lot or Unit:

$ _____ x _____ = **

Allowance — Ave. Cost / Unit

$ _____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A – COST SUMMARY

Allowances

Residential

$ _____ x _____ = $ _____
Water Heater Allowance — Lots/Unit

$ _____ x _____ = $ _____
Space Heater Allowance — Lots/Unit

$ _____ x _____ = $ _____
Oven/Range Allowance — Lots/Unit

$ _____ x _____ = $ _____
Dryer Stub Allowance — Lots/Unit

SUB TOTAL Residential Allowances (=) $ _____
Plus ITCC @ _____% (+) $ _____
TOTAL Residential Allowances (=) $ _____

Non-Residential:

$_____ / _____ = $ _____
Net Annual Revenue — Cost-of-Service Factor

Plus ITCC @ _____% (+) $ _____
TOTAL Non-Residential Allowances (=) $ _____
Less Residential Service Allowances
(_____ x _____) + _____% = (−) $ _____
Lots/Unit — Avg. Cost/Unit — ITCC

Total Gas Distribution Main Extension Allowance (=) $ _____

Amount Subject to Refund

Engineering & Administrative Cost		$ _____	
Value of Applicant Design Work	(+)	$ _____	
Tie-In of Distribution by PG&E	(+)	$ _____	
Gas Metering & Regulations (Non-residential Projects)	(+)	$ _____	
Other Charges: _____	(+)	$ _____	
PG&E installed - Cost of Distribution Main and Non-Res Svcs	(+)	$ _____	
Applicant installed - Cost of Distribution Main and Non-Res Svcs	(+)	$ _____	(5)
PG&E installed - Cost of Distribution Main Trench	(+)	$ _____	
Applicant installed - Cost of Distribution Main Trench	(+)	$ _____	(5)
Inspection Fees	(+)	$ _____	(4)
SUB TOTAL	(=)	$ _____	
Plus ITCC @ _____%	(+)	$ _____	
Total Refundable Amount	(=)	$ _____	
Less Total Allowances (not to exceed Total Refundable Amount)	(−)	$ _____	
Balance: Net Refundable Amount		$	(=) $ _____

10 Year Refundable Advance Option

Balance: Net Refundable Amount		$ _____	
Less Credit for Value of Applicant Design Work	(−)	$ _____	
Less Cost of Dist. Main and Non-Res Svcs. Installed by Applicant	(−)	$ _____	(5)
Less Cost of Dist. Main and Non-Res Svc. Trench by Applicant	(−)	$ _____	(5)
Net 10 Year Refundable Advance Option Payment			(=) $ _____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A – COST SUMMARY

Non-Refundable Discount Option

Balance: Net Refundable Amount		$	
Less Discount: $-_____ (Balance) x _____50%_____ (Discount Rate)	(−)	$	
Less Credit for Value of Applicant Design Work	(−)	$	
Less Cost of Dist. Main and Non-Res Svcs. Installed by Applicant	(−)	$ (5)	
Less Cost of Dist. Main and Non-Res.Svc. Trench by Applicant	(−)	$ (5)	
Net Non-Refundable Discount Option Payment			(=) $

Non-Refundable Payments

	(−)		
Rule 16 Non-Refundable Payments			
Excess Service Costs		$	
Service Costs Beyond Preferred Service Location	(+)	$	
Value of Rule 16 Land Rights Costs	(+)	$	
Value of Gas Service Trench in the Franchise Area or on 3rd Party Property	(+)	$	
Inspection Fees	(+)	$	
Rule 16 Trench Permits Obtained by PG&E	(+)	$	
Other Charges: _____	(+)	$	
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)	$	
SUB TOTAL	(=)	$	
Plus ITCC @ _____%	(+)	$	
Plus Non-Taxable Other Charges	(+)	$	
D. 04-05-055 Line Extension Costs, Residential	(+)	$	
D. 04-05-055 Line Extension Costs, Non-Residential	(+)	$	
Inspection Fees (not subject to ITCC)	(+)	$	
Plus Gas Service Trench installed by PG&E on Private Property	(+)	$	
Less Excess Service Facilities Installed by Applicant	(−)	$	
Less Service Costs Beyond Preferred Location by Applicant	(−)	$	
Less Value of Gas Service Trench in the Franchise Area & 3rd Party Property installed by Applicant	(−)	$	
Less Rule 16 Applicant Design Work Associated with Excess	(−)	$	
Total Rule 16 Non-Refundable Payment			(=) $
Rule 15 Non-Refundable Payments			
Inspection Fees		$	
Re-engineering / Composite Fees	(+)	$	
Cost of Additional Applicant Design Plan Checks	(+)	$	
Value of Distribution Main Substructures	(+)	$	
PG&E Land Rights Costs	(+)	$	
Rule 15 Trench Permits Obtained by PG&E	(+)	$	
Other Charges: _____	(+)	$	
SUB TOTAL	(=)	$	
Plus ITCC @ _____%	(+)	$	
Less Distribution Main Substructures Installed by Applicant	(−)	$	
Total Non-Refundable Gas Rule 15 Payment			(=) $
Relocation / Rearrangement of PG&E Facilities			
Value of Relocation/Rearrangement System		$	
Value of Relocation/Rearrangement Substructures	(+)	$	
Value of Relocation/Rearrangement Trench & Excavation	(+)	$	

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A – COST SUMMARY

Engineering & Administrative Costs	(+)	$	
Value of Relocation Applicant Design Work	(+)	$	
Cost of Additional Applicant Design Plan Checks	(+)	$	
Tie-In of Relocation/Rearrangement by PG&E	(+)	$	
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	$	
Relocation/Rearrangement Land Rights	(+)	$	
Relocation/Rearrangement Inspection Fees	(+)	$	
SUB TOTAL	(=)	$	
Plus ITCC @ _____%	(+)	$	
Plus Relocation/Rearrangement Non Taxable	(+)	$	
Less Relocation/Rearrangement System Installed by Applicant	(−)	$	
Less Substructures Installed by Applicant	(−)	$	
Less Trench & Excavation Provided by Applicant	(−)	$	
Less Value of Relocation Applicant Design Work	(−)	$	
Total Relocation/Rearrangement of PG&E Facilities Payment			(=) $

Total Payment for Gas Distribution Main and Service Extension

Cash Payment - 10-Year Refundable Advance Option			
Rule 15 Refundable Advance Payment		$	(3)
Rule 16 Non-Refundable Payment	(+)	$	
Rule 15 Non-Refundable Payment	(+)	$	
Relocation/Rearrangement of PG&E Facilities Payment	(+)	$	
Total			(=) $

-- OR --

Cash Payment - Non-Refundable Discount Option			
Rule 15 Non-Refundable Discount Option Payment		$	(3)
Rule 16 Non-Refundable Payment (Not Subject to Discount)	(+)	$	
Rule 15 Non-Refundable Payment (Not Subject to Discount)	(+)	$	
Relocation/Rearrangement of PG&E Facilities Payment	(+)	$	
Total			(=) $

Value of Gas Facility Reinforcements by PG&E: _____ based upon Applicant's estimated gas load of: _____ Mcfh

(Reference: Payment Adjustments. Excess Facilities section of the Provisions)

---

(1) Total Service Allowance not to exceed the Cost of Service

(2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.

(3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

(4) Inspection Fees (Only Refundable if Applicant's Cost is Used. Applicant's Cost + Inspection Cannot Exceed PG&E's Estimate)

(5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance

**** PG&E USE ONLY**

Excess service allowance applied to distribution main refundable amount per lot/unit

_____	+	_____	=	_____
Allowance		% ITCC		Refund Per Residential Lot/Unit

REFERENCES
E-PM#:_____
G-PM#:_____
Notification #:_____
MLX#:_____
_____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

THIRD PARTY TRENCH COSTS

Non-Refundable Payments

Telephone Trench & Excavation		$ _____	
Telephone Conduits & Substructures	(+)	$ _____	
CATV Trench	(+)	$ _____	
CATV Conduits & Substructures	(+)	$ _____	
Other Trench	(+)	$ _____	
Other Conduits & Substructures	(+)	$ _____	
Total Non-Refundable Payment			$ _____

Third Party Trench Cash Payment

Total Non-Refundable Payment	$ _____

Pacific Gas and Electric Company

REFERENCES
E-PM#:_____
G-PM#:_____
Notification #:_____
MLX#:_____
_____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

ELECTRIC RULE 20B

Non-Refundable Payments

Engineering & Administrative Costs		_____	
Value of Applicant Design Work	(+)	$ _____	
Cost of Additional Applicant Design Plan Checks	(+)	$ _____	
Value of 20B Underground System	(+)	$ _____	
Tie-In of 20B by PG&E	(+)	$ _____	
PG&E Land Rights Costs	(+)	$ _____	
Inspection Fees	(+)	$ _____	
Value of 20B Trench & Excavation	(+)	$ _____	
Value of 20B Conduits & Substructures	(+)	$ _____	
Rule 20B Trench Permits Obtained by PG&E	(+)	$ _____	
less Cost of Equivalent Overhead System	(−)	$ _____	
SUB TOTAL	(=)	$ _____	
plus ITCC @ _____%	(+)	$ _____	
less 20B Underground System Installed by Applicant	(−)	$ _____	
less 20B Trench & Excavation Provided by Applicant	(−)	$ _____	
less 20B Conduits & Substructures Installed by Applicant	(−)	$ _____	
less Value of Applicant Design Work	(−)	$ _____	
Total Rule 20B Non-Refundable Payment		(=)	$ _____ [1]

Electric Rule 20B Cash Payment

Total Rule 20B Non-Refundable Payment $ _____ [1]

[1] For Contractor Installed Projects (Option 2A), credit amounts will be reimbursed upon acceptance of facilities. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

Pacific Gas and Electric Company

REFERENCES
E-PM#:_____
G-PM#:_____
Notification #:_____
MLX#:_____
_____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

ELECTRIC RULE 20C

Non-Refundable Payments

Engineering & Administrative Costs		$	
Value of Applicant Design Work	(+)	$	
Cost of Additional Applicant Design Plan Checks	(+)	$	
Value of 20C Underground System	(+)	$	
Tie-In of 20C by PG&E	(+)	$	
PG&E Land Rights Costs	(+)	$	
Inspection Fees	(+)	$	
Value of 20C Trench & Excavation	(+)	$	
Value of 20C Conduits & Substructures	(+)	$	
Rule 20C Trench Permits Obtained by PG&E	(+)	$	
less Salvage & Depreciation for Overhead Facilities	(−)	$	
SUB TOTAL	(=)	$	
plus ITCC @ _____%	(+)	$	
plus Cost to Remove Overhead Line by PG&E	(+)	$	
less 20C Underground System Installed by Applicant	(−)	$	
less 20C Trench & Excavation Provided by Applicant	(−)	$	
less 20C Conduits & Substructures Installed by Applicant	(−)	$	
less Value of Applicant Design Work	(−)	$	
Total Rule 20C Non-Refundable Payment			(=) $ _____ [1]

Electric Rule 20C Cash Payment

Total Rule 20C Non-Refundable Payment $ _____ [1]

[1] For Contractor Installed Projects (Option 2A), credit amounts will be reimbursed upon acceptance of facilities. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

Pacific Gas and Electric Company

REFERENCES
E-PM#:_____
G-PM#:_____
Notification #:_____
MLX#:_____
_____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

STREETLIGHTS

LS-1 Non-Refundable Payments

Installed Cost of Non-Standard Luminaires		$	
Installed Cost of Standard Poles, Posts & Arms	(+)	$	(1)
Additional Cost of Non-Standard Poles, Posts & Arms	(+)	$	(1)
Installed Cost of Foundations/Protective Tubes	(+)	$	(1)
Excess Conductor	(+)	$	
Applicable Engineering & Administrative Costs	(+)	$	
Streetlight-Only Trench & Excavation	(+)	$	
Streetlight Conduit & Substructures	(+)	$	
Streetlight Risers Installed by PG&E	(+)	$	
Inspection Fees	(+)	$	
plus ITCC @ _____%	(+)	$	
SUB TOTAL	(=)	$	
less Credit for Facilities Installed by Applicant	(−)	$	
Total LS-1 Non-Refundable Payment			(=) $

LS-2 Non-Refundable Payments

Installed Cost of Streetlight System by PG&			
Streetlight Conduits & Substructures by PG&E	(+)	$	(2)
Streetlight Trench & Excavation by PG&E	(+)	$	(2)
Connection Fee	(+)	$	(2)
SUB TOTAL	(=)	$	
less Credit for Connections made by Applicant	(−)	$	
Total LS-2 Non-Refundable Payment			(=) $

Streetlight Cash Payment

Total Streetlight Non-Refundable Payment (=) $ (3)

(1) ITCC not applicable for LS-1C installations.
(2) ITCC not applicable for LS-2 installations.
(3) See Reimbursement Summary for a total of Reimbursements to be paid upon acceptance of facilities.

Pacific Gas and Electric Company

REFERENCES
E-PM#:_____
G-PM#:_____
Notification #:_____
MLX#:_____
_____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

SUMMARY OF PAYMENTS

The total cash payment you need to make depends upon your selection of the 10 Year Refundable Advance Option or the Non-Refundable Discount Option for your gas and/or electric extension under Rule 15. Since you may elect one option for the gas extension and a different option for the electric extension, several different cash payments are available. Each payment option is summarized below. These payments include all billing under this Agreement including payments subject to refund, and non-refundable payments. To determine what is refundable or non-refundable, or to see full detailed billing information, please see the attached cost summaries. Even if you have no payment due for your gas and/or electric extension (Rule 15), you must still elect the 10 Year Refundable or Non-Refundable Discount Option for each extension on the second page of the Declarations.

10 Year Refundable Advance Option - Gas & Electric (1)	$_____	(2)
-- OR --		
Non-Refundable Discount Option - Gas & Electric (1)	$_____	(3)
-- OR --		
10 Year Refundable Advance Option - Gas /(1) **Non-Refundable Discount Option – Electric**	$_____	(2)
-- OR --		
10 Year Refundable Advance Option - Electric /(1) **Non-Refundable Discount Option – Gas**	$_____	(2)

(1) Amount shown do not include reimbursements for facilities that are normally the responsibility of PG&E per our tariffs. See the Reimbursement Summary for a total of all Reimbursements to be paid upon acceptance of facilities.

(2) The payment amount shown on this line includes both refundable payments under Rule 15 for the gas and/or electric extension, plus other non-refundable payments. The total payment is not subject to refund. Please see the attached detailed Cost Summaries to determine the portion of this payment that may be subject to refund.

(3) The payment amount shown on this line includes only non-refundable payments under Rule 15 for the gas and/or electric extension, plus other non-refundable payments. None of the payments shown is subject to refund.

Pacific Gas and Electric Company

REFERENCES
E-PM#:_____
G-PM#:_____
Notification #:_____
MLX#:_____
_____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

REIMBURSEMENT SUMMARY

Reimbursements are provided for facilities that are installed by the Applicant which are normally the responsibility of PG&E per our tariffs. Reimbursements will be made after the facilities are accepted by PG&E, operational and ready to supply service. Reimbursable payments made for services will be reimbursed at the average rate shown as each service is connected. All reimbursements will be based upon PG&E's estimated costs.

Electric Rule 15

10 Year Refundable Advance Credit Amount		$ _____ (1)	
		-- OR --	
Non-Refundable Discount Option Credit Amount		$ _____ (1)	
Joint Pole Credits	(+)	$ _____	
PG&E Betterments	(+)	$ _____	
SUB TOTAL: w/ 10 Year Refundable Advance Credit Amount			(=) $ _____
			-- OR --
w/ Non-Refundable Discount Credit Amount			(=) $ _____

Electric Rule 16

Joint Pole Credits		$ _____	
Applicant Design Work within the Allowance	(+)	$ _____	
SUB TOTAL			(=) $ _____

Reimbursement per Service Completion - Electric

Energized System	$ _____	/service (2)
	-- OR --	
Non-Energized System	$ _____	/service (2)

Electric Rule 20B

Joint Pole Credits		$ _____	
Rule 20B Payment Credit	(+)	$ _____	
SUB TOTAL			(=) $ _____

Electric Rule 20C

Joint Pole Credits		$ _____	
Rule 20C Payment Credit	(+)	$ _____	
SUB TOTAL			(=) $ _____

Streetlights

LS-1

Standard Luminaires		$	
Standard Poles & Arms	(+)	$	
Protective Tubes	(+)	$	
Internal Wiring	(+)	$	
Overhead Conductor	(+)	$	
Underground Conductor	(+)	$	
Connections	(+)	$	

LS-2

Connections	(+)	$	
SUB TOTAL			(=) $

Gas Rule 15

10 Year Refundable Advance Credit Amount		$	
-- OR --			
Non-Refundable Discount Option Credit Amount		$	
PG&E Betterments	(+)	$	
SUB TOTAL: w/ 10 Year Refundable Advance Credit Amount			(=) $
-- OR --			
w/ Non-Refundable Discount Credit Amount			(=) $

Gas Rule 16

Stubs Services		$	
Applicant Design Work within the Allowance		$	
SUB TOTAL			(=) $

Reimbursement per Service Completion - Gas

Pressurized System	$	/service [2]
-- OR --		
Non-Pressurized System	$	/service [2]

Total Reimbursement

10 Year Refundable Advance Option - Gas & Electric	$	[3]
-- OR --		
Non-Refundable Discount Option - Gas & Electric	$	[3]
-- OR --		
10 Year Refundable Advance Option - Gas / Non-Refundable Discount Option - Electric	$	[3]
-- OR --		
10 Year Refundable Advance Option - Electric / Non-Refundable Discount Option - Gas	$	[3]

[1] 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.

[2] This Reimbursement will be paid on a per service basis as each service is completed.

[3] Excludes service completion reimbursements made under Rule 16. Service completion reimbursements will be made as each service is connected on a per service basis.

Gas Sample Form No. 79-1025 Sheet 1
Third Party Notification Service Bill Insert

Please Refer to Attached
Sample Form

Third-Party Notification Service

Third Party Notification Service helps ensure your loved ones receive the gas and electric services that keep them safe and comfortable.

If someone you care for can't always keep up with bills, help see that their PG&E service remains uninterrupted. Take advantage of our *Third-Party Notification Service*.

Should that special person get a late notice, we'll do our best to let you know. You're not obligated to pay the bill—but you'll be alerted to contact PG&E to help resolve the problem. Use the form to sign up and know that your caring can make a difference.

Enclose this form with your payment or send to:

Pacific Gas & Electric Company
Correspondence Management
P.O. Box 997300
Sacramento, CA 95899-7300

Fax to:

- 916-375-5105

Completed forms may be scanned and emailed to our centralized email box at: CIACMC@PGE.COM

For more information call **1.800.PGE.5000**

Please keep a copy of the completed form for your records

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

THIRD PARTY NOTIFICATION SERVICE
(FORM 79-1025)

Request for Third-Party Notification Service

Please complete in full. Requires signature of both Customer and Third Party

Customer	**Third Party**
(Account Number as shown on bill)	
(Customer Name. Please print.)	*(Name of Third Party. Please print.)*
(Daytime Phone)	*(Daytime Phone)*
(Mailing Address)	*(Mailing Address)*
(City/State/Zip)	*(City/State/Zip)*
I request that the designated Third Party be notified in case of nonpayment of my PG&E bill.	I understand that I am not obligated to pay any part of the customer's bill.
(Customer Signature)	*(Third Party Signature)*

PG&E cannot be held liable for failure to notify Third Party.

Enclose this form with your payment and send via:

Mail	Fax	Email
Pacific Gas and Electric Company P.O. Box 997300 Sacramento CA95899-7300	• 916-375-5105	CIACMC@PGE.COM

Gas Sample Form No. 79-1026 Sheet 1

Authorization to Revise Nominating Marketer on Exhibits C and D of
Form 79-756--Natural Gas Service Agreement

Please Refer to Attached
Sample Form

AUTHORIZATION TO REVISE NOMINATING MARKETER ON EXHIBITS C AND D OF FORM 79-756--NATURAL GAS SERVICE AGREEMENT*

Pacific Gas and Electric Company

_____ (Customer Name)[1]

_____ (Service Address and City)[1]

Transportation ID Number[1]: _____

Effective Date of Revisions for Exhibits C and D

Requests will take effect as soon as they are received and processed by PG&E unless a later date is indicated. Requested effective date: _____

Addition or Revision of Nominating Marketer on Exhibit C

Please ☐ **ADD** or ☐ **REVISE**[2] (Check one) this Nominating Marketer information on Exhibit C:

Nominating Marketer Name: _____ Marketer ID #: _____

Address/City/State/Zip: _____

Contact Name: _____

Phone #: _____ Fax #: _____

E-Mail Address[3]: _____ First Name _____ Last Name _____ E-Mail Address

Customer can check one or more of the boxes below to indicate the appropriate authorization:

☐ This Nominating Marketer cannot have access to gas metering data.

☐ This Nominating Marketer cannot view the contract quantities indicated in Exhibit B.

☐ Customer authorizes this Nominating Marketer to execute monthly imbalance trades, as specified in Schedule G-BAL.[4]

Deletions: All previous Nominating Marketers will be deleted from Exhibits C **and** D unless box is checked below.

☐ Do not delete previous Nominating Marketer(s) specified below:

Marketer Company Name: _____ Marketer ID #: _____

Marketer Company Name: _____ Marketer ID #: _____

---

* 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.

[1] Use the same Customer Name, Address and Transportation ID Number as shown on the first page of the NGSA.

[2] Customer's signature is not required to revise Nominating Marketer's address, contact name, phone, facsimile or e-mail address. Current Authorized Nominating Marketer may sign for these types of revisions. Customer's signature is required to add or delete a Nominating Marketer.

[3] E-mail Address will only be used on Exhibit D for OFO/EFO Notices.

[4] Only one Nominating Marketer can be granted authority to trade imbalances. Unless Customer has executed Exhibit A of Noncore Balancing Aggregation Agreement Form 79-869 with a Nominating Marketer or other third-party service provider, Customer remains responsible for any and all charges associated with Schedule G-BAL and Rule 14.

---

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

*Automated Documents, Preliminary Statement, Part A

AUTHORIZATION TO REVISE NOMINATING MARKETER ON EXHIBITS C AND D OF FORM 79-756--NATURAL GAS SERVICE AGREEMENT*

Transportation ID Number: _____

Addition or Revision of Nominating Marketer on Exhibit D

Please choose one of the following three options. If no options are checked and the Nominating Marketer is authorized to trade imbalances, an imbalance statement will be sent to the address listed on page one of this form.

☐ Add the following address to Exhibit D (write **"Same as above"** on Company Name line if information is the same as Exhibit C).

☐ Revise the current address on Exhibit D.

☐ Do not send bill copies, imbalance statements or OFO/EFO Notices to the Nominating Marketer.

Company Name: _____

Address/City/State/Zip: _____

Contact Name: _____

Phone #: _____ Fax: _____

Send copies of these documents/notices to the Company address listed above: (Check one or more)

☐ PG&E Gas Transportation Bills ☐ PG&E Imbalance Statement

☐ EFO/OFO Notices

Customer Signature

By signing below, Customer[2] authorizes PG&E to make the modifications to the Nominating Marketer on the Natural Gas Service Agreement, Exhibits C and D as specified above.

Customer Signature: _____

Print Name: _____

Company: _____

Date: _____

Please return this authorization to PG&E via facsimile to:
Attention: PG&E Tariff Interpretation
Facsimile Number: (415) 973-7043

_____

*Automated Documents, Preliminary Statement, Part A

Gas Sample Form No. 79-1031 Sheet 1
Community Choice Aggregator Non-Disclosure Agreement

Please Refer to Attached
Sample Form

COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into by and between Pacific Gas and Electric Company ("Utility") and _____ _____[name]_____ _____, a _____ [describe political entity] _____("CCA") as of _____ ("Effective Date"). This Agreement is executed pursuant to California Public Utilities Commission ("CPUC") Order Instituted Rulemaking ("OIR") 03-10-003, California Public Utilities Code ("PU Code") Section 366.2 et seq., and applicable Utility tariffs (as modified hereafter from time to time). As used herein Utility and CCA may each be referred to individually as a "Party" and collectively as "Parties."

The CPUC has determined that CCA may obtain specified confidential customer information from Utility pursuant to Tariff Schedules E-CCAINFO-Information (as modified hereafter from time to time) ("E-CCAINFO") as a community choice aggregator, as defined by PU Code Section 331.1, solely in order to investigate, pursue or implement community choice aggregation pursuant to PU Code Section 366.2, et seq. or confidential customer electric and gas consumption data to implement energy efficiency programs pursuant to PU Code section 381.1. The provisions of this Agreement and E-CCAINFO govern the disclosure of Utility's confidential customer information to CCA ("Disclosure Provisions") under Schedules E-CCAINFO and E-CCA.

The Parties hereby mutually agree that:

1. Subject to the terms and conditions of this Agreement, current proprietary and confidential information of Utility regarding customers of Utility ("Utility Customers") may be disclosed to CCA from time to time in connection herewith as provided by the Disclosure Provisions and solely for the purpose of investigating, pursuing or implementing community choice aggregation pursuant to PU Code Section 366.2, et seq. as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1. Such disclosure is subject to the following legal continuing representations and warranties by CCA:

   (a) CCA represents and warrants that, pursuant to PU Code Section 331.1,

   (1) it is either (i) a city, county, or other entity as defined in PU Code Section 331.1 whose governing board has elected to combine the loads of its residents, businesses, and municipal facilities in a community wide electricity buyers program or (ii) a city, county, or other entity as defined in PU Code Section 331.1 that intends to actively investigate or pursue delivery of electric service to customers located within the geographic territory of the CCA, and

   (2) that to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq., or to implement energy efficiency programs pursuant to PU Code section 381.1;

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

(b) CCA represents and warrants that it has all necessary authority to enter into this Agreement, and that it is a binding enforceable Agreement according to its terms;

(c) CCA represents and warrants that the authorized representative(s) executing this Agreement is authorized to execute this Agreement on behalf of the CCA; and

(d) CCA confirms its understanding that the information of Utility Customers is of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under the Disclosure Provisions solely for the purposes of investigating, pursing or implementing Community Choice Aggregation under PU Code Section 366.2 as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1, and that any other use of the information may permit Utility to suspend providing further information hereunder.

(e) CCA represents and warrants that it will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure, and prohibits the use of the data for a secondary commercial purpose not related to community choice aggregation or energy efficiency purposes without the customer's prior consent to that use.

2. The confidential and proprietary information disclosed to CCA in connection herewith may include, without limitation, the following billing information about Utility Customers: Customer-specific information from the current billing periods as well as prior 12 months consisting of: service agreement number, name on agreement, service address with zip code, mailing address with zip code, telephone number, meter number, monthly kWh usage, monthly maximum demand where available, electrical or gas consumption data as defined in PU Code Section 8380, other data detailing electricity or gas needs and patterns of usage, Baseline Zone, CARE participation, End Use Code (Heat Source) Service Voltage, Medical Baseline, Meter Cycle, Bill Cycle, Budget Billing and other plans, HP Load and Number of Units and monthly rate schedule for all accounts within the CCA's territory. In addition, PG&E will provide the CCA the following additional information regarding customers currently enrolled in its CCA service: current and historical billing information for non-CCA services provided by PG&E or other electric service providers (collectively, "Confidential Information"). Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by CCA or its representatives that are derived from or based on Confidential Information disclosed by Utility, regardless of the form of media in which it is prepared, recorded or retained.

3. Except for electric and gas usage information provided to CCA pursuant to this Agreement, Confidential Information does not include information that CCA proves (a) was properly in the possession of CCA at the time of disclosure; (b) is or becomes publicly known through no fault of CCA, its employees or representatives; or (c) was independently developed by CCA, its employees or representatives without access to any Confidential Information.

4. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by CCA, or used for any purpose other than to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq. as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1 as permitted under this Agreement and the Disclosure Provisions.

5. CCA shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. CCA shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for a secondary commercial purpose not related to community choice aggregation or energy efficiency. Specifically, CCA shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those employees or representatives of CCA who have a "need to know" such Confidential Information in the course of their duties with respect to the CCA program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement, provided, however, that, an Energy Service Provider, agent, or any other entity, including entities that provide both direct access (as codified in Assembly Bill No. 1890, Stats. 1996, ch. 854) and community choice aggregation services shall limit their utilization of the information provided to the purposes for which it has been provided and shall not utilize such information, directly or indirectly, in providing other services, including but not limited to Direct Access services, in order to effectuate the obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, CCA shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree in writing to be bound by the terms of this Agreement by signing the "Non-Disclosure Agreement for CCA Employees or Representatives" form attached as Exhibit A hereto. CCA shall provide Utility with copies of the signed Exhibit A forms at Utility request. CCA shall also provide Utility with a list of the names, titles, and addresses for all persons or entities to which Confidential Information is disclosed in connection herewith ("Disclosure List"). This Disclosure List shall be updated by CCA on a regular basis, and will be provided to Utility once each quarter at a minimum.

6. CCA shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by Utility directly against such employees or representatives for improper disclosure and/or use. In no event shall CCA or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. CCA shall immediately notify Utility in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by CCA or any of its employees or representatives. However, nothing in this Agreement shall obligate the Utility to monitor or enforce the CCA's compliance with the terms of this Agreement.

7. CCA shall comply with the consumer protections concerning subsequent disclosure and use that are in Attachment B to CPUC Decision No. 12-08-045.

8. CCA acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to Utility and/or Utility Customers, the amount of which may be difficult to assess. Accordingly, CCA hereby confirms that the Utility shall be entitled to apply to a court of competent jurisdiction or the CPUC for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by CCA or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the Utility, in law or equity.

9. In addition to all other remedies, CCA shall indemnify and hold harmless Utility, its affiliates, subsidiaries, parent company, officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of CCA and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.

10. If, at any time, CCA ceases its investigation, pursuit or implementation of community choice aggregation pursuant to PU Code Section 366.2 et seq., CCA shall promptly return or destroy (with written notice to Utility itemizing the materials destroyed) all Confidential Information then in its possession at the request of Utility. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.

11. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties hereto. This Agreement shall not be assigned, however, without the prior written consent of the non-assigning Party, which consent

may be withheld due to the confidential nature of the information, data and materials covered.

12. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, understandings, communications, correspondence and representations, whether oral or written. This Agreement shall not be amended, modified or waived except by an instrument in writing, signed by both Parties, and, specifically, shall not be modified or waived by course of performance, course of dealing or usage of trade. Any waiver of a right under this Agreement shall be in writing, but no such writing shall be deemed a subsequent waiver of that right, or any other right or remedy.

13. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without reference to its principles on conflicts of laws.

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

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the Effective Date.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

EXHIBIT A
NON-DISCLOSURE AGREEMENT
FOR CCA EMPLOYEES OR REPRESENTATIVES

I, _____, declare under penalty of perjury that

(1) I am employed as _____(title) at _____
_____ (employer and address); and

(2) I have personally reviewed the attached **COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT** relating to disclosure and use of Confidential Information (as defined therein) and I agree to be bound by its provisions.

Signed: _____
Print Name: _____
Dated: _____

Gas Sample Form No. 79-1039 Sheet 1
Rate Schedule Selection Customer Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

RATE SCHEDULE SELECTION CUSTOMER AGREEMENT

I wish to be billed under the optional rate schedule(s) as listed. I agree to the terms and conditions as described in the rate schedule tariff and as follows:

- I hereby grant to PG&E, its employees, agents or contractors, reasonable access at reasonable times to install, remove, repair and inspect the metering equipment.
- I understand that I can only change my rate schedule in accordance with Electric Rule 12.
- The chosen rate schedule will commence on the next regular meter reading date or meter installation or reprogramming date following PG&E's receipt of Rate Schedule Selection Customer Agreement.

STEP 1: SELECT YOUR DESIRED RATE SCHEDULE

Please provide information for each Service Agreement and meter for which you are seeking a rate change (see sample on page 2 for assistance). Descriptions of rate options and tariffs can be found at www.pge.com/rateoptions and www.pge.com/tariffs. Information about rate options and copies of rate schedule tariffs are also available upon request by calling 1-800-743-5000.

Rate Selection

- For Gas Rate Selection Complete Shaded Area Only
- For Electric Rate Selection Complete All Applicable Area

					Peak Day Pricing (PDP) Program Options			
				AG Only	Select Capacity Reservation Level		Select Event Frequency	
Service Agreement (Service ID#)	Meter #	Desired Rate	Business Description	Motor HP connected to Meter	Elect kW Value	Default	Unlimited	Alternate

STEP 2: SIGN BELOW AND PROVIDE REQUIRED CONTACT INFORMATION

I am requesting the above rate schedule selection(s) and agree to the terms and conditions as outlined in Page 1 of this agreement and in the tariffs.

Customer or Authorized Agent:

(Signature)	(Telephone Number)
(Print Name)	(Name on Account)
(Title)	(Mailing Street Address)
(Date)	(Mailing City, State, ZIP)

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

RATE SCHEDULE SELECTION
CUSTOMER AGREEMENT

STEP 3: MAIL COMPLETED FORM TO PG&E

Please return signed form to: Pacific Gas And Electric Company, PO Box 8329, Stockton CA 95208-0329

SAMPLE RATE SELECTION – FOR REFERENCE ONLY

- For Gas Rate Selection Complete Shaded Area Only
- For Electric Rate Selection Complete All Applicable Area

					Peak Day Pricing (PDP) Program Options			
				AG Only[3]	Select Capacity Reservation Level[4]		Select Event Frequency[5]	
Service Agreement (Service ID#)	Meter #	Desired Rate	Business Description[2]	Motor HP connected to Meter	Elect kW Value	Default	Unlimited	Alternate
1234567890	1001234567	B-10	Title Office					
0987654321	1001234568	B-1	Retail Furniture Store				X	
4567891234	1001567890	AG A1	Irrigation Field Pump	10				
7890123456	1002345678	GNR-1[1]	House Meter –Swimming Pool					

Notes:

1. For Gas Rate Selection complete first four columns only (Service Agreement, Meter #, Desired Rate & Business Description).

2. Describe what each meter serves (e.g., Pasture Flood Irrigation, Retail Clothing Store, House).

3. Agricultural (AG) Rates Schedules only
   a. For motor installations, list the total horsepower rating of the motor(s) associated with the meter

4. Capacity Reservation Level: Level of capacity (kW) excluded from PDP participation.
   a. Schedules E-19, E-20, and AG-5: Customer Defined or Default (equal to 50% of the customer's average maximum peak-period demand over the previous 6 summer months).

5. Event Frequency: Frequency of participation in an event.
   a. Applies only to Schedules A-1TOU (A-1X), A-6, A-10TOU & AG-4: Unlimited (every event) or Alternate (every other event)
   b. Applies only to Schedules E-19, E-20 & AG-5: Unlimited only.

6. 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.

Gas Sample Form No. 79-1040 Sheet 1
Non-Disclosure and Use of Information Agreement

Please Refer to Attached
Sample Form

NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT
(CONCERNING WORK ADJACENT TO PG&E FACILITIES)

THIS AGREEMENT is by _____, _____
("Company") ("Undersigned")
an authorized employee of Company, (together, Company and Undersigned are sometimes referred to as the "Receiving Party"), and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E").

Undersigned and Company agree as follows:

1. The Receiving Party acknowledges that in connection with construction work to be performed adjacent to, in the vicinity of, or that will be connected to PG&E's natural gas or electric facilities, or performing design or construction services on behalf of a new business applicant, the Receiving Party will be given access or provided with PG&E-technical information and materials, including but not limited to generated maps, job-specific construction drawings and specifications, Gas Applicant Design Manual, Electric Design Manual, Electric Underground Construction Manual, Electric Overhead Construction Manual , and other data which are owned by PG&E, its parent company, subsidiaries or affiliates, and/or owned by third parties and in the possession of or licensed to PG&E, and which constitute valuable confidential or proprietary information, know-how and trade secrets belonging to PG&E, its parent company, subsidiaries, affiliates and/or third parties (hereinafter referred to as "Proprietary Information").

2. In consideration of being made privy to the Proprietary Information, the Receiving Party hereby agrees to hold all such Proprietary Information in strict confidence and not to disclose it, or otherwise make it available, to any person or third party, including any affiliate of PG&E that produces energy or energy-related products or services, without the prior written consent of PG&E. The Receiving Party agrees that all Proprietary Information:

   (a) Shall be used only for the purpose of performing the design and/or construction of PG&E electric service and distribution facilities; and

   (b) Shall not be reproduced, copied, in whole or in part, except as specifically authorized by PG&E and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and

   (c) Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by the Receiving Party therefrom, be returned to PG&E upon request when no longer needed for the performance of Receiving Party's work described in paragraph 1 above.

3. The Receiving Party hereby agrees that any third parties owning any confidential or proprietary information included in the Proprietary Information are express third party beneficiaries of this Agreement.

4. Receiving Party acknowledges that PG&E's construction and design manuals are updated periodically. Before proceeding with any final design or beginning construction, Receiving

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The Privacy Policy is available at pge.com/privacy.

Party must confirm with a PG&E representative that it is using the most current version of the manuals.

5. The Receiving Party hereby agrees that, in addition to any other remedy PG&E may have at law or in equity, PG&E will have the right to obtain immediate temporary or preliminary injunctive relief, without posting of bond or other security and without proof of damages, enjoining any breach or threatened breach of this Agreement.

6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that direct the application of the laws of another jurisdiction.

7. This Agreement is effective on the last signature date below.

UNDERSIGNED:	COMPANY:
Company Name	Company Name
Signature of Authorized User	Signature of Authorized Agent of Company
Name of Authorized (Print)	Name of Authorized Agent of Company (Print)
Title	Title
Date of Signature	Date of Signature

Gas Sample Form No. 79-1041
Notice of Bill Guarantee Termination

Sheet 1

Please Refer to Attached
Sample Form

NOTICE OF BILL GUARANTEE TERMINATION

Notice is hereby given on this date, _____that, I, _____ as guarantor under account identification number _____, terminate my guarantee of prompt payment of all bills due or to become due for the Utility Service provided to _____*(applicant)* under account identification Number _____.

I agree that the guaranty will remain in effect until twenty days after the signed date of this notice of termination. I guarantee the payment of all amounts due for the Utility Service as of the time of the termination of the guarantee.

Print Witness' Name & LAN ID	Print Name of Guarantor
Signature of Witness	Signature of Guarantor
Office Address of Witness	Date

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Gas Sample Form No. 79-1042 Sheet 1
APS/Auto Pay Customer Application

Please Refer to Attached
Sample Form

APS / Auto Pay Customer Application

Moisten and Seal

SIGN UP FOR DIRECT PAYMENT

Please complete ALL sections, sign and return this form:
I authorize the company(ies) indicated to instruct my banking/savings institution to make my payments from the account listed below. I understand that I control my payments, and if at any time I decide to discontinue this payment service, I will notify the biller.

(PLEASE PRINT)

Name (as shown on bill) _____ Date _____

Service Address _____ City _____ State _____

SIGNATURE _____ Phone _____ Zip code _____

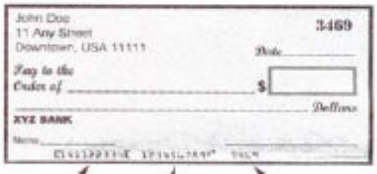
Account Information: (Bank, Savings Institution, Credit Union)

Enter the **Routing Number, Account Number and Financial Institution** name from your check or share draft. (See sample at right.)

Routing Number ☐☐☐☐☐☐☐☐☐

Account Number: _____

Financial Institution: _____



Biller Information: (See Participating Billers listed below)

PLEASE ALLOW 4-6 WEEKS

BILLER #	PRINT NAME OF BILLER (as shown on bill)	ACCOUNT #
123	ABC Company (EXAMPLE)	1-234-5678-9

You can also enroll through: www.DirectPaymentPlan.com

Participating Billers In Your Area–Sign Up Today!

	BILLER #		BILLER #
City of Glendale Water & Power	CA440	City of Stockton	CA476
City of Healdsburg	CA442	City of Sunnyvale Utilities Division	CA477
City of Livermore Municipal Water Service	CA445	City of Vacaville Municipal Services	CA485
City of Madera	CA447	East Bay Municipal Utility District	CA520
City of Mountain View Utilities	CA450	SBC (formerly Pacific Bell)	CA350
City of Napa	CA460	Pacific Gas & Electric Company	CA145
City of Pleasanton	CA465	San Bruno Municipal Cable	CA640
City of San Bruno - Utility Billing	CA487	San Francisco Chronicle	CA765
City of Santa Rosa	CA470	San Francisco Water Department	CA468

Fold, moisten, seal, affix a stamp, and mail

DO NOT ENCLOSE PAYMENT

CA 2600

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APS / Auto Pay Customer Application

Direct Payment is a safe, convenient, and confidential way to pay your recurring bills. It gives you the peace of mind that your bills are being paid on time, eliminating having to write and mail a check.

Enroll today and let Direct Payment simplify your life by taking the hassle out of paying your bills.

FREQUENTLY ASKED QUESTIONS

Q. What is Direct Payment?
A. Direct Payment is a safe, convenient, and confidential method of automatic bill payment.

Q. How do I sign up?
A. Complete all sections of the form on the back, sign and return. Or sign up on-line at www.DirectPaymentPlan.com.

Q. How will my bill be paid?
A. On the date shown on your bill, your biller(s) will inform your banking institution of the amount due. The bank will automatically pay that amount from your account.

Q. When will this take effect?
A. Please continue to pay your biller directly until notification is made on your bill, which will be approximately 4-6 weeks.

Q. What if my account is with a Credit Union or Savings & Loan?
A. All financial institutions participate.

Q. How will I know how much my bill is?
A. Each biller will send you a copy of the bill at least 10 days before it is due and indicate when the amount will be paid.

Q. What if I have a question about my bill or want to stop the Direct Payment plan?
A. Simply call or write your biller(s). The contact information can be found on your bill.

Q. How can I be sure my bill has been paid?
A. The bills you authorize for Direct Payment will be clearly itemized on your bank's monthly account statement.

Q. Is there a charge for this service?
A. No. The biller(s) do not charge for Direct Payments.

Q. If I've already signed up, must I complete the form again?
A. No. But if you are changing banking information or adding biller(s) please complete the form and return.

ELECTRIC
GAS
WATER
CABLE TV
PHONE

Direct Payment®
Enroll Today!

Use Direct Payment to Pay Your Bills Automatically
DirectPaymentPlan.com

Direct Payment

Postage Required
Post Office will not deliver without proper postage.

DIRECT PAYMENT PROGRAM CA
CUSTOMER SERVICE DEPARTMENT
PO BOX 359
NOVELTY, OH 44072-0359

Gas Sample Form No. 79-1043
Irrevocable Standby Letter of Credit

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

Credit and Records Center
P.O. Box 8329
Stockton, CA 95208

Irrevocable Standby Letter of Credit
Number: _____

TO: Pacific Gas and Electric Company
P. O. Box 8329
Stockton, CA 95208

Gentlemen:

We establish our Irrevocable Standby Letter of Credit No _____
Dated _____in your favor for the account of
_____ up to the aggregate total of $ _____for all charges, bills, statements, non-energy charges, unauthorized use or other supplementary billings due to initial under billing, or any other account, obligation, or claim owed to PG&E. We shall pay your drafts at sight drawn, and accompanied by the following documentation only:

1. PG&E's signed statement stating that outstanding bills have not been paid.
2. Credit available by payment at the office of:

_____
(Bank Name and Address)

Cancellation is subject to 90 days written notification. If written notification is not received 90 days prior to the expiration date, this Irrevocable Standby Letter of Credit will be automatically renewed each year for an additional twelve (12) calendar months. Notification must be mailed to PG&E, Attention: Financial Analyst, P.O. Box 8329, Stockton, CA 95208.

Drafts drawn and negotiated under this Letter Of Credit must be endorsed hereon, and must bear the clause: "Drawn under _____
(Bank Name)
Bank Letter of Credit No. _____ dated _____.
We hereby engage with Bona Fide Holders that drafts drawn strictly in compliance with the terms of this credit shall meet with due honor presentation to the drawee bank. This credit is subject to the International Standby Practices, referred to as ISP 98."

_____ Bank
A California Corporation

BY:_____
Authorized Signature (**Must be Notarized**)

_____
Authorized Title

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy .

Gas Sample Form No. 79-1047 Sheet 1
Authorization to Change Residential Rate NGV Home Refueling

Please Refer to Attached
Sample Form

AUTHORIZATION TO CHANGE RESIDENTIAL RATE NGV HOME REFUELING

Dear Customer:

Thanks for your interest in installing a Natural Gas Vehicle (NGV) Home Refueling Appliance (HRA) at your residence. Clean-burning NGVs are great for the environment and they help reduce our dependence on oil. We applaud your efforts in supporting a cleaner, healthier environment.

As a Pacific Gas and Electric Company residential customer, a special optional residential NGV rate is available to you. PG&E's gas Rate Schedule G1-NGV (Residential Natural Gas Service For Compression On Customers' Premises) is available to customers who own or lease a NGV for home use and have installed a HRA at their home. All you have to do is check one of the following options, complete the rest of the form, and fax or mail it to the contact below.

☐ Enroll me in the new optional residential NGV rate (G1-NGV[1])*. I understand that I will pay a fixed customer charge in addition to a lower per-therm charge for the gas I use. **All** the gas use at my residence will be charged at this rate.

☐ Do not change my rate. I would like to continue with my current residential rate* for all my gas use, including my NGV home refueling.

NAME:

MAILING ADDRESS:

DAYTIME PHONE NUMBER: ( ) __ __ __ - __ __ __ __

PG&E 10-DIGIT SERVICE ID #: __ __ __ __ __ __ __ __ __ __

(As it appears on your gas bill)

ADDRESS OF HRA INSTALLATION: _____

_____

By signing this affidavit, I hereby affirm all of the following:

- I currently own or lease a NGV for my home use and have installed a natural gas HRA at the above address.
- The HRA has been installed by a qualified contractor/installer and I have received all required city and/or county inspections. I have attached all required inspection forms.
- I understand that PG&E may require documents to support this affidavit at any time. Failure to provide documents may result in appropriate action, including suspension of gas service to my residence.
- I understand that, if I cease to meet the qualifications for service under PG&E's residential NGV rates, the gas service will be provided at the rates shown on my otherwise applicable residential gas rate schedule (i.e., G-1 – Residential Service or GL-1 – Residential CARE program Service) until I can demonstrate that my premise again meets the qualifications for service under PG&E's residential NGV gas rate schedules.
- I understand that this form 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.

Additionally, I will notify PG&E within thirty (30) days if I no longer possess the NGV or HRA mentioned above.

Signature: _____ Date: _____

Mail this completed form to:

Pacific Gas and Electric Company
Stockton Records
Attn: Residential Rate Change Team
P.O. Box 8329
Stockton, CA 95208

* Information regarding PG&E's tariffs is available at our website: www.pge.com; go to Rates and Regulations, Tariff Book.

[1] Residential NGV customers who qualify for service under PG&E's California Alternative Rates for Energy (CARE) program will receive a 20 percent discount under PG&E rate schedule GL1-NGV (Residential CARE Program Natural Gas Service For Compression On Customers' Premises).

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Gas Sample Form No. 79-1049 Sheet 1
Agreement to Install Applicant Requested Common Special Facilities - Gas and Electric Rule 2

Please Refer to Attached
Sample Form

DISTRIBUTION:

- ☐ Applicant (Original)
- ☐ Division (Original)
- ☐ CRT
- ☐ CC&C
- ☐ Tariffs Interpretations

REFERENCE:

Notification:_____
E2D-PM#:_____
Customer #:_____
Billing Doc#: _____
Date Ready for Svc:_____

AGREEMENT TO INSTALL APPLICANT REQUESTED COMMON SPECIAL FACILITIES - GAS AND ELECTRIC RULE 2

At the request of (Applicant), **Pacific Gas and Electric Company (PG&E),** hereby agrees, as an accommodation, to install at the Applicant's expense and within a reasonable time, Facilities (described in paragraph 1 herein) that are in addition to or in substitution for PG&E's standard facilities.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits):

   LOCATION:

   _____

   DESCRIPTION OF FACILITIES:

   _____

2. Applicant shall pay to PG&E, promptly upon demand by PG&E prior to construction, the additional cost over and above the standard equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment through an Equivalent One Time Cost of Ownership payment which is the present worth of the monthly Cost of Ownership as specified in Electric and Gas Rule 2. The total costs are summarized as follows:

   1. Special Facilities Additional Cost _____
   2. Equivalent One Time Cost of Ownership _____
   3. Facilities Rearrangement Cost _____
   4. Income Tax Component of Contribution (ITCC) for Costs 1, 3, 5 and 7[1] _____
   5. CPUC D.04-05-055 Line Extension Costs (PMC) _____
   6. Items not subject to ITCC _____
   7. Credit for Applicant provided work _____

   TOTAL DUE _____

3. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person,

[1] The IRS taxes all contributions made by an applicant requesting utility service that benefits the applicant. Thus, PG&E collects from the applicant both the contribution and the income tax on that contribution at the rate shown in the Preliminary Statements of the Tariffs.

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including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

4. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:

   (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and ,

   (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.

6. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, Applicant understands that PG&E does not guarantee electric or gas service to be free from outages, interruptions, or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.

7. Upon request of the customer and at the option of PG&E, gas will be delivered at a pressure higher than standard delivery pressure where such higher pressure is available from existing facilities. PG&E, however, retains the right to decrease at any time the higher delivery pressure, as per Rule 2, incorporated into this agreement by reference.

Upon completion of requested work, ownership shall vest in PG&E.

AGREEMENT TO INSTALL APPLICANT REQUESTED COMMON SPECIAL FACILITIES - GAS AND ELECTRIC RULE 2

Executed this _____ day of _____/

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

	PACIFIC GAS AND ELECTRIC COMPANY
_____	_____
Customer/Company	
_____	_____
Authorized by (Print)	Authorized by (Print)
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

This agreement at all times shall be subject to such modifications as the California Public Utilities Commission (CPUC) may direct from time to time in the exercise of its jurisdiction.

Mailing Address:

_____

_____

_____

_____

Gas Sample Form No. 79-1088 Sheet 1
Supplemental Agreement for Limited Gas Transmission Capacity

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

SUPPLEMENTAL AGREEMENT FOR LIMITED GAS TRANSMISSION CAPACITY

DISTRIBUTION
- ☐ Customer
- ☐ ES&S
- ☐ _____
- ☐ _____
- ☐ _____

REFERENCES
SA#:_____
PM#:_____
Notification#:_____
Other Agmts:_____
_____
_____

This supplemental agreement is made between _____ (Applicant), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and shall be made part of the_____ (Agreement), dated _____ between these two parties.

RECITALS:

Applicant recognizes that PG&E is required by its California Public Utilities Commission (Commission) authorized tariffs to design its gas facilities to provide adequate capacity to meet the maximum demands of Applicant's loads during normal, non-emergency, conditions. It is also understood that to achieve this degree of service reliability at Applicant's business facility, located at _____
_____, reinforcement work must be done to PG&E's existing system. Therefore, PG&E and Applicant agree as follows:

AGREEMENT:

1. At Applicant's request, PG&E will <u>not</u> reinforce its existing system to meet PG&E's design criteria. To avoid or reduce the costs of reinforcing PG&E's existing system, Applicant acknowledges that service may be subject to curtailments and agrees to a reduced level of service reliability during the period _____ to _____. This decreased service reliability may result in the curtailment, interruption, or reduction of gas service to the Applicant during periods in which Applicant's demand exceeds system capacity.

2. PG&E's ability to serve Applicant's load will be determined by load limiting devices (Device(s)) including but not limited to back pressure regulator(s) which, will limit the gas supplied to Applicant to the capacity available on PG&E's system. The Device(s) will be installed at Applicant's expense as a special facility (Form 79-1049). PG&E system conditions that will cause the Device(s) to operate are set forth as follows:
   _____
   _____
   _____
   _____
   _____ Applicant is also subject to additional curtailments as provided by PG&E's gas Rule 14 and the Agreement.

3. Applicant understands that all of the conditions and provisions specified in other agreements with PG&E remain in effect and that interruption or curtailment, due to the presence of the Device(s) do not excuse any of the charges associated with applicable rate schedules.

4. Applicant agrees that PG&E is not liable for any physical damage or property damage caused by the presence or operation of the Device(s).

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

5. Termination of either this supplemental agreement or the Agreement shall constitute the termination of both, with Applicant being subject to any applicable minimum or termination charges as specified in the tariffs or Agreement.

6. Applicant may assign this supplemental agreement, only if PG&E consents in writing and the assignee agrees in writing to the conditions herein, and assignment occurs in conjunction with assignment of Agreement.

7. This supplemental agreement shall be subject to all of PG&E's applicable tariff schedules on file and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Executed this _____day of _____, 20___.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Applicant)	
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Gas Sample Form No. 79-1090 Sheet 1
G-ESISP Service Agreement

Please Refer to Attached
Sample Form

G-ESISP SERVICE AGREEMENT

This G-ESISP Service Agreement is made by and between Pacific Gas and Electric Company (PG&E), a California Corporation, and _____ (Independent Storage Provider (ISP)), a(n) _____ and _____ (Customer), a(n) _____, (together referenced as "Parties").

Service Street: _____

Service City, State and Zip: _____

PG&E Service Point #: _____

NGSA Trans ID or CPBA Contract #: _____

1. PG&E will provide Exchange Service to the Customer per the provisions of Schedule G-ESISP.
2. The ISP agrees to interconnect with PG&E's metering facility in order to serve Customer.
3. Customer has built a pipeline from its facility that is interconnected with PG&E's metering facility.
4. Customer and the ISP agree to an Exchange Fee, as specified in Exhibit A to this Agreement, that applies to each therm of gas delivered to Customer or accepted from Customer through the PG&E metering facility that connects with Customer and the ISP facilities. Changes to the Exchange Fee must be agreed to by the ISP and Customer signing a new Exhibit A, and providing a copy to PG&E so it can effectuate the billing change.
5. Customer agrees to pay the Exchange Fee charges to PG&E per the billing, payment and collection provisions of PG&E's tariffs. PG&E agrees to pay the ISP the same Exchange Fee charges excluding PG&E's Revenue Fees and Uncollectible (RF&U) accounts expense.
6. For a Noncore End-Use Customer, Customer has signed a Natural Gas Service Agreement (NGSA) (Form 79-756) that includes service under Schedules G-NT or G-EG, as appropriate. For a California gas producer, Customer has signed a California Production Balancing Agreement (CPBA) (Gas Form 79-944), and signed any other agreement required for interconnecting with PG&E.
7. The ISP will use its storage services to provide the necessary balancing service for Customer. The ISP and Customer have signed an agreement for this service, including the charges.
8. The Customer or the ISP has provided or will provide PG&E a copy of its gas quality agreement, or of that section of the storage services agreement related to gas quality, with Customer within ten (10) days of signing.
9. Customer agrees that PG&E can share contemporaneously the Customer's metering and gas quality data with the ISP. The metering data will be provided to the ISP at the PG&E metering facility location.
10. The Effective Date of this agreement is the date that it has been signed by all Parties.

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11. There is no specific termination date for this agreement. Service under G-ESISP will terminate if the ISP-PG&E Exchange Agreement between the ISP and PG&E is terminated, if service to Customer is terminated pursuant to the provisions of either PG&E's or the ISP's tariffs and agreements with Customer, or if Customer is not in compliance with the requirements of this Service Agreement. Once Exchange Service to Customer is terminated by either PG&E or the ISP, it will be considered terminated by the other, including all applicable agreements with the Customer. However, PG&E, the ISP and Customer will engage in a good-faith dispute resolution process upon request by one of the parties. The dispute resolution process is not required to occur prior to termination.

12. This agreement at all times shall be subject to such changes or modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

AGREED TO BY:

For Customer	**For ISP**
_____	_____
(Signature)	*(Signature)*
_____	_____
Name of Authorized Representative (Please print or type)	*Name of Authorized Representative (Please print or type)*
_____	_____
(Title)	*(Title)*
_____	_____
(Signature Date)	*(Signature Date)*

For Pacific Gas and Electric Company

_____
(Signature)

_____
Name of Authorized Representative (Please print or type)

_____
(Title)

_____
(Signature Date)

Attachment: Exhibit A – Exchange Fee

G-ESISP SERVICE AGREEMENT
EXHIBIT A – EXCHANGE FEE

Customer Name:
_____

NGSA Trans. ID or CPBA Contract #:
_____

The Exchange Fee for G-ESISP service is $_____ per therm, effective
_____ (date).

A copy of this Exhibit A must be provided to PG&E before this Exchange Fee can be billed to Customer and remitted to the Independent Storage Provider (ISP).

This Exchange Fee is of indefinite term and can only be changed by a newly signed Exhibit A.

For Customer	**For ISP**
_____	_____
(Signature)	*(Signature)*
_____	_____
Name of Authorized Representative (Please print or type)	*Name of Authorized Representative (Please print or type)*
_____	_____
(Title)	*(Title)*
_____	_____
(Signature Date)	*(Signature Date)*

Gas Sample Form No. 79-1091 Sheet 1
G-ESISP Service Relocation Agreement

Please Refer to Attached
Sample Form

G-ESISP SERVICE RELOCATION AGREEMENT

This G-ESISP Service Relocation Agreement is made by and between Pacific Gas and Electric Company (PG&E) a California Corporation, and _____ (Customer), a(n) _____, is to address the situation if Exchange Service is terminated under a G-ESISP Service Agreement at the location(s) specified below.

Service Street: _____

Service City, State and Zip Code: _____

PG&E Service Point #: _____

NGSA Trans. ID or CPBA Contract #: _____

1. Should the use of the ISP facilities for Exchange Service be terminated for Customer or PG&E for any reason, or should the ISP or Customer facilities become, in PG&E's opinion, unsafe or unsuitable for service pursuant to good utility practice, PG&E will continue to provide service to Customer from a different location, if Customer wants to continue to receive service. In such circumstances:

   a. PG&E will relocate the point of service upon request, provided suitable rights of way are available, and Customer first pays to PG&E the cost of such relocation, as estimated by PG&E, per PG&E's applicable tariffs; and

   b. PG&E is hereby absolved of and from any and all liability to Customer for, and Customer shall indemnify PG&E, its officers, agents and employees against, any and all damage, whether to person or property or due to financial injury, including but not limited to financial injury from interruption to Customer's business operations, which Customer or any third party may suffer by reason of, or in any way connected with such discontinuance of service; and

   c. Customer shall hold harmless PG&E, its officers, agents, and employees, from and indemnify them against any liability, claim, or loss from damage to any property or injury to or death of any person or persons in any way arising from or connected with the service facilities owned by ISP or Customer, as the case may be, and used by Customer to receive service hereunder, and PG&E has no obligation with respect to the operation or maintenance thereof.

2. This agreement will not terminate if the G-ESISP Service Agreement is terminated.

3. 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.

G-ESISP SERVICE RELOCATION AGREEMENT

AGREED TO BY:

For Customer	**For PG&E**
(Signature)	(Signature)
Name of Authorized Representative (Please print or type)	Name of Authorized Representative (Please print or type)
(Title)	(Title)
(Signature Date)	(Signature Date)

Gas Sample Form No. 79-1095 Sheet 1
Authorization to Receive Customer Information or Act Upon a Customer's Behalf

Please Refer to Attached
Sample Form

AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT UPON A CUSTOMER'S BEHALF

THIS IS A LEGALLY BINDING CONTRACT , PLEASE READ CAREFULLY

(Please Print or Type)

I, _____
NAME TITLE (IF APPLICABLE

of _____ **(Customer) have the following mailing address**
NAME OF CUSTOMER OF RECORD

_____ **, and do hereby appoint**
MAILING ADDRESS CITY STATE ZIP

_____ **of** _____
NAME OF THIRD PARTY MAILING ADDRESS

_____
CITY STATE ZIP

To act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

1. _____ _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

2. _____ _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

3. _____ _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED – This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

☐ 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility[1].

☐ 2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):

- ☐ a. Verification of rate, date of rate change, and related information;
- ☐ b. Contracts and Service Agreements;
- ☐ c. Previous or proposed issuance of adjustments/credits; or
- ☐ d. Other previously issued or unresolved/disputed billing adjustments.

☐ 3. Request investigation of my utility bill(s).

☐ 4. Request special metering, and the right to access interval usage and other metering data on my account(s).

☐ 5. Request rate analysis.

☐ 6. Request rate changes.

☐ 7. Request and receive verification of balances on my account(s) and discontinuance notices.

1 The Utility will provide standard customer information without charge up to two times in a 12-month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT UPON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS[2] (initial one box only):

[2] If no time period is specified, authorization will be limited to a one-time authorization

☐ One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).

☐ One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.

☐ Authorization is given for the period commencing with the date of execution until _____(Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

☐ Hard copy via US Mail (if applicable).

☐ Facsimile at this telephone number: _____

☐ Electronic format via electronic mail (if applicable) to this e-mail address: _____

I (Customer), _____(print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. I understand that 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. **[This form must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality).]**

_____ AUTHORIZED CUSTOMER SIGNATURE

_____ TELEPHONE NUMBER

Executed this _____ **day of** _____ _____ (MONTH, YEAR) **at** _____. (CITY AND STATE WHERE EXECUTED)

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

_____ AGENT SIGNATURE

_____ TELEPHONE NUMBER

_____ COMPANY

Executed this _____ **day of** _____ _____ (MONTH, YEAR)

Gas Sample Form No. 79-1096 Sheet 1

Authorization to Receive Customer Information or Act Upon a Customer's Behalf (Spanish)

Please Refer to Attached
Sample Form

AUTORIZACIÓN PARA RECIBIR INFORMACIÓN PERSONAL DE UN CLIENTE O PARA ACTUAR EN SU REPRESENTACIÓN

EL PRESENTE ES UN CONTRATO JURÍDICAMENTE VINCULANTE _ LÉALO DETENIDAMENTE

(Por favor, escriba a máquina o con letra de imprenta)

INFORMACIÓN IMPORTANTE PARA CLIENTES DE PG&E – ASEGÚRESE DE LEER PRIMERO

De acuerdo a las políticas de privacidad de PG&E, que pueden encontrarse en el sitio www.pge.com (con algunas excepciones), por lo general PG&E no vende o divulga ninguna información personal a terceros, como su nombre, dirección, número de teléfono o información pertinente a su cuenta o facturas de gas o electricidad, salvo que usted haya consentido expresamente a que un tercero acceda a su información personal. El propósito de este formulario es que usted pueda ejercitar su derecho de autorizar o no a que PG&E divulgue su información personal a un tercero específico. Por favor, tenga en cuenta que usted no tiene obligación de compartir su información personal con un tercero y no tiene obligación de firmar este formulario. Además, como se indica a continuación, usted tiene ciertos derechos a ser informado en detalle sobre las personas que tendrán acceso a su información personal, los fines para los que esta información será usada, y los procedimientos que usted puede utilizar para poner fin o revocar su autorización de divulgar dicha información. Antes de firmar este formulario, usted debe asegurarse de completar y revisar la descripción detallada de la información que autoriza a divulgar a un tercero, y de los propósitos de uso que éste tiene para dicha información. Una vez que haya autorizado a un tercero a acceder a su información personal, usted es responsable de asegurarse que ese tercero no divulgue dicha información en el futuro.

Por favor lea cuidadosamente y preste atención a los detalles del siguiente formulario, y por favor provea toda la información requerida. PG&E no entregará su información personal a un tercero a menos que este formulario sea completado en su totalidad. PG&E proveerá información estándar del cliente sin cargo hasta dos veces en el periodo de 12 meses por cada cuenta. Después de dos pedidos en un año, usted será responsable por los cargos que pudieran incurrirse para procesar su pedido.

Si usted tiene alguna pregunta acerca de este formulario de autorización o acerca de las políticas de privacidad de PG&E en general, contacte a PG&E al 1-800-743-5000 o por E-mail escribiendo a CorrespondenceManage@pge.com

Yo _____
NOMBRE PUESTO (SI ES PERTINENTE)

de _____ **(Cliente) tiene la siguiente dirección postal**
NOMBRE DEL CLIENTE REGISTRADO

_____ **, y a través del presente designo a**
DIRECCIÓN POSTAL CIUDAD ESTADO CÓDIGO POSTAL

_____ **de** _____
NOMBRE DEL TERCERO DIRECCIÓN POSTAL

_____
CIUDAD ESTADO CÓDIGO POSTAL

para actuar como mi agente y asesor (Agente) para la(s) cuenta(s) que aparece(n) listada(s) y en las categorías indicadas más adelante:

CUENTAS INCLUIDAS EN ESTA AUTORIZACIÓN:

1. _____ _____
DIRECCIÓN DEL SERVICIO CIUDAD NÚMERO DE CUENTA DEL SERVICIO

2. _____ _____
DIRECCIÓN DEL SERVICIO CIUDAD NÚMERO DE CUENTA DEL SERVICIO

† La información recabada en este formulario se utiliza de acuerdo con la Política de Privacidad de PG&E.
La Política de Privacidad está disponible en pge.com/privacy.

3. _____ _____

DIRECCIÓN DEL SERVICIO CIUDAD NÚMERO DE CUENTA DEL SERVICIO

(Para más de tres cuentas, por favor enumere las cuentas adicionales en una hoja de papel por separado y adjúntela a este formulario)

INFORMACIÓN, FUNCIONES Y ACTOS AUTORIZADOS – Esta autorización le proporciona autoridad al Agente. Subsecuentemente, el Agente debe suministrar instrucciones/solicitudes específicas por escrito (el uso de E-mail es aceptable) acerca de la(s) cuenta(s) particular(es) antes de que alguna información sea divulgada o una acción sea llevada a cabo. Bajo algunas circunstancias, la función o acto solicitado podría incurrir en un costo para usted, el cliente. Las solicitudes de información podrían estar limitadas al periodo de 12 meses más reciente.

Yo (Cliente) autorizo a mi Agente a actuar en mi representación en el desempeño de los siguientes actos y funciones específicos (escriba sus iniciales en todos los casilleros pertinentes):

☐ 1. Solicitar y recibir expedientes de facturación, el historial de facturación y todos los datos de medición del consumo que son utilizados para calcular el monto de las facturas de la totalidad de mi(s) cuenta(s), tal como se especifique en el presente, en relación con los servicios públicos suministrados por la Compañía de Servicios Públicos[1].

☐ 2. Solicitar y recibir copias de correspondencia relacionada con mi(s) cuenta(s) relativas a (ponga sus iniciales en todas las respuestas pertinentes):

- ☐ a. Verificación de tarifas, fecha de cambio de tarifas e información relacionada;
- ☐ b. Contratos y Convenios de Servicio;
- ☐ c. Emisión previa o propuesta de ajustes/créditos; o
- ☐ d. Otros ajustes de facturación no resueltos/en disputa que hayan sido emitidos previamente.

☐ 3. Solicitar una investigación de mi(s) cuenta(s) de servicios públicos.

☐ 4. Solicitar una medición especial, y el derecho a tener acceso a información de consumo en intervalos y otra información de medición relacionada con mi(s) cuenta(s).

☐ 5. Solicitar un análisis de tarifas.

☐ 6. Solicitar modificaciones en las tarifas.

☐ 7. Solicitar y recibir verificación de los saldos de mi(s) cuenta(s) y notificaciones de interrupción del servicio.

☐ 8. Otros (como se especifica a continuación)

_____

El Agente provee el siguiente aviso al Cliente respecto a la información que será recolectada en cumplimiento de esta autorización (adjunte una hoja adicional si necesita más espacio):

1. Nombre del tercero que requiere la información:

_____

2. El puesto, dirección del negocio, y numero de teléfono del tercero que es responsable por recolectar y mantener la información conforme a esta Autorización, y quien informará al cliente, cuando se le solicite, de la ubicación y categoría de personas que utilizan la información.

_____

3. La ley, regulación u otra autoridad que permite la recolección y mantenimiento de la información.

_____

4. Las consecuencias si las hubiera, del cliente al no proveer la información.

_____

5. Descripción detallada de la información que se solicita y el principal propósito para el cual dicha información será utilizada.

_____

6. Cualquier divulgación conocida o previsible de la información a otros que pueda sacarse de esta información.

_____

7. El derecho del Cliente de acceder a los récords que contienen la información que está en poder de la agencia.

_____

AUTORIZACIÓN PARA RECIBIR INFORMACIÓN DE UN CLIENTE O ACTUAR EN REPRESENTACIÓN DE UN CLIENTE

YO (CLIENTE) AUTORIZO LA DIVULGACIÓN DE LA INFORMACIÓN SOBRE MI CUENTA Y AUTORIZO A MI AGENTE A ACTUAR EN REPRESENTACIÓN MíA DE LA SIGUIENTE MANERA[2] (ponga sus iniciales únicamente en un casillero):

[2]Si no se especifica un límite de tiempo, la autorización estará limitada a una sola ocasión

☐ Autorización para una ocasión únicamente (limitada a una sola solicitud de información y/o los actos y funciones especificados anteriormente al momento de recibir esta Autorización).

☐ Autorización durante un año – Las solicitudes de información y/o para los actos y funciones especificados anteriormente serán aceptados y tramitados cada vez que sean solicitados dentro de un periodo de doce meses a partir de la fecha de firma de esta Autorización.

☐ Se otorga la Autorización durante el periodo que inicia a partir de la fecha de firma de esta Autorización hasta _____ Las solicitudes de información y/o para los actos y funciones especificados anteriormente serán aceptados y tramitados cada vez que sean solicitados dentro del periodo de vigencia de la Autorización especificado en el presente.

DIVULGACIÓN DE LA INFORMACIÓN SOBRE LA CUENTA:

La Compañía de Servicios Públicos proporcionará la información solicitada anteriormente, en el grado en el que esté disponible, a través de uno de los siguientes medios. El formato que prefiero (prefiere mi Agente) es (marque todas las respuestas correspondientes)

☐ Copia impresa a través del Servicio de Correos de Los EE.UU. (de ser pertinente).

☐ Documento por fax a este número telefónico: _____

☐ Formato electrónico a través de E-mail (de ser pertinente) a esta dirección de E-mail: _____

Yo (El Cliente), _____(nombre del signatario autorizado en letra de imprenta), declaro bajo pena de perjurio según lo dispuesto por las leyes del Estado de California que estoy autorizado para firmar este documento en representación del Cliente Registrado que aparece indicado en la parte superior de este formulario, y que poseo la autoridad para obligar financieramente al Cliente Registrado. Asimismo, también certifico que mi Agente posee la autoridad para actuar en representación mía y solicitar la divulgación de información sobre las cuentas indicadas en este formulario y desempeñar los actos y funciones específicos indicados anteriormente. Comprendo que la Compañía de Servicios Públicos se reserva el derecho de verificar toda solicitud de autorización presentada antes de divulgar información o desempeñar algún acto en representación mía. Autorizo a la Compañía de Servicios Públicos a divulgarle la información solicitada sobre mi cuenta o instalaciones al Agente mencionado anteriormente quien actúa en representación mía en lo relacionado con los asuntos indicados anteriormente. A través del presente, libero de responsabilidad e indemnizo a la Compañía de Servicios Públicos de toda responsabilidad, reclamación, demanda, antecedente de acción judicial, daño o gasto que pudiera resultar de: 1) cualquier divulgación de información a mi Agente de conformidad con esta Autorización; 2) el uso autorizado de esta información por parte de mi Agente; y 3) cualquier acción tomada por mi Agente de conformidad con esta Autorización, incluyendo modificaciones en las tarifas. Comprendo que puedo cancelar esta Autorización en cualquier momento con tan sólo presentar una solicitud por escrito. Entiendo que este acuerdo podrá ser sujeto en todo momento a modificaciones tales como las que podría exigir ocasionalmente la Comisión de Servicios Públicos de California en ejercicio de su jurisdicción. **[Este formulario debe estar firmado por el cliente o una persona autorizada por el cliente (por ejemplo, un agente o una persona a la que el cliente haya otorgado "poder notarial" para este propósito).]**

_____ FIRMA DEL CLIENTE AUTORIZADO

_____ NÚMERO TELEFÓNICO

Firmado este día _____ **de** _____ **de** _____ **en** _____.

MES AÑO CIUDAD Y ESTADO DONDE ES FIRMADO

Yo (El Agente), a través del presente libero de responsabilidad e indemnizo a la Compañía de Servicios Públicos de toda responsabilidad, reclamación, demanda, antecedente de acción judicial, daño o gasto que pudiera resultar del uso de la información sobre el cliente obtenida de conformidad con esta autorización y de desempeñar cualquier acción de conformidad con esta autorización, incluyendo la modificación de las tarifas.

_____ FIRMA DEL AGENTE

_____ NÚMERO TELEFÓNICO

_____ COMPAÑÍA

Firmado este día _____ **de** _____ **de** _____

MES AÑO

Gas Sample Form No. 79-1097 Sheet 1

Request Change of Mailing Address to a Third Party Change of Address

Please Refer to Attached
Sample Form

REQUEST CHANGE OF MAILING ADDRESS TO A THIRD PARTY CHANGE OF ADDRESS

(Please Type or Print)

1. CUSTOMER INFORMATION:

_____
CUSTOMER/COMPANY NAME

_____
MAILING ADDRESS

_____
CITY STATE ZIP

(____)_____ (____)_____
TELEPHONE NUMBER FACSIMILE NUMBER

2. REQUESTED CHANGE TO MAILING ADDRESS (In order for this form to be processed, all of the following information must be provided):

_____
INFORMATION RECIPIENT

C/O _____
COMPANY NAME (If Applicable)

_____
MAILING ADDRESS

_____
CITY STATE ZIP

(____)_____ (____)_____
TELEPHONE NUMBER FACSIMILE NUMBER

CHANGE OF MAILING ADDRESS SHOULD TAKE EFFECT ON _____.
DATE

3. ACCOUNTS INCLUDED IN THIS REQUEST:

ADDRESS	CITY	SERVICE ACCOUNT NUMBER
ADDRESS	CITY	SERVICE ACCOUNT NUMBER
ADDRESS	CITY	SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form.)

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

REQUEST CHANGE OF MAILING ADDRESS TO A THIRD PARTY CHANGE OF ADDRESS

4. By signing below, Customer and Information Recipient acknowledge that account information affected by this request for change of mailing address includes all utility bills (gas and/or electric), bill inserts, discontinuance notices, and other information normally sent to the mailing address on an account(s).

If Pacific Gas and Electric Company (the Company) becomes aware of returned bills, or that the Information Recipient is no longer at the address specified on this form or is repackaging the Company's bill and other information transmitted therewith in a manner unacceptable to the Company, the Company will immediately and without prior notification to Customer or Information Recipient terminate this authorization and revert the mailing address to the Customer's service address, or other mailing address if in the Company's possession and available.

5. I, (Information Recipient), understand that this change of address form authorization does not confer any rights or privileges to act on the customer's behalf. Further, I agree that I will not reorganize or repackage the Company's bill, or other information transmitted therewith, without first providing the reformatted or repackaged bill or information transmitted therewith to the Company. I understand that no reorganizing or repackaging of said information is permitted by the Company without its prior written consent. I release, hold harmless, and indemnify the Company from any claims, damages or expenses resulting from the unauthorized use of this account information, and from the customer's failure to receive the bill, legal and safety notices, discontinuance and other notices, bill inserts and other related rate information. I will not provide this information to other parties without customer authorization.

INFORMATION RECIPIENT	ADDRESS
INFORMATION RECIPIENT SIGNATURE	CITY, STATE, ZIP

6. I, (Customer/Company), authorize the Company to change the mailing address on the accounts listed on this form. I understand that, as a result of this change of address request, I may no longer receive the bill, legal and safety notices, discontinuance and other notices, bill inserts, and other related rate information. I further understand and represent that this change of address form authorization does not confer any rights or privileges upon the third party bill information recipient to act on my behalf. I release, hold harmless, and indemnify the Company from any claims, damages or expenses associated with my failure to receive the bill, legal and safety notices, discontinuance and other notices, bill inserts, and other related rate information and from the unauthorized use of this account information. I further understand that if I should pay the information recipient or any other third party for charges owed to Pacific Gas and Electric Company as a result of the use of this form I will continue to be ultimately responsible for the payment of those charges to Pacific Gas and Electric Company until the payment is forwarded to Pacific Gas and Electric Company by the information recipient or other third party. If the information recipient or other third party fails to pay Pacific Gas and Electric Company in accordance with the Company's Rule 11 (discontinuance procedures) for any reason, I understand that I will be responsible for the payment of those utility charges to Pacific Gas and Electric Company. I further certify that I have authority to authorize the change of address for the accounts listed on this form. I understand that 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.

AUTHORIZED CUSTOMER/COMPANY NAME	DEPARTMENT	
AUTHORIZED SIGNATURE	TITLE	DATE

Gas Sample Form No. 79-1099 Sheet 1
Property Management Authorization Agreement

Please Refer to Attached
Sample Form

PROPERTY MANAGEMENT AUTHORIZATION AGREEMENT

The Property Management Authorization agreement permits account holders who are property owners to specifically delegate certain rights to third parties who are agents for the property owner for the purposes of managing the property owner's PG&E account(s). The customer of record who is a property owner may permit his or her agent, such as a property manager, to receive information or transact business with PG&E on his or her behalf. The customer must specify what information the third party is entitled to receive, what if any act(s) the third party may transact on his/her behalf, and whether the authorization is being provided on a limited basis or on an indefinite basis. The customer of record may revoke or modify the designation of his or her agent for this purpose at any time by submitting a written request to PG&E.

Please complete and sign the attached form "Property Management Authorization Agreement" and mail to:

Pacific Gas & Electric Company
Property Manager Authorization Department
P.O. Box 24047
Fresno, CA 93706-2010

Fax to:
559-499-5100

Completed forms may be scanned and emailed to our centralized email box at:
businesscustomerhelp@pge.com

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

PROPERTY MANAGEMENT AUTHORIZATION AGREEMENT

I,_____ do hereby appoint
[Name and Title of PG&E Customer of Record]

_____,
[Name and Title of Property Manager with Authority to Manage PG&E Accounts and Bills]

THE AUTHORITY TO MANAGE MY PG&E ACCOUNT(S) LISTED BELOW FOR THE FOLLOWING PERIOD OF TIME (check one box only. If no time period is specified, authorization will be for an indefinite period),

- ☐ Indefinite period, commencing from the date of execution, until PG&E is notified of cancellation
- ☐ Limited period commencing with the date of execution until _____(mm/dd/yr)

AND FOR THE FOLLOWING PURPOSE (check all applicable boxes)**.**

- ☐ Receiving and paying my PG&E bills
- ☐ Receiving and accessing information about my PG&E bills, rates and services
- ☐ Making changes to my PG&E services (Start, stop and transfer service, rate changes, etc.)

PG&E ACCOUNTS COVERED BY THIS AGREEMENT: (check one box only)

- ☐ To authorize management of **ALL EXISTING AND FUTURE** accounts and service addresses please provide the Tax ID number or a reference account number _____.
- ☐ To authorize management of specific accounts only, please list all accounts covered below. [For more than three accounts, please list additional accounts on a separate sheet and attach it to this form]

1. _____ _____
   SERVICE ADDRESS, CITY SERVICE ACCOUNT NUMBER
2. _____ _____
   SERVICE ADDRESS, CITY SERVICE ACCOUNT NUMBER
3. _____ _____
   SERVICE ADDRESS, CITY SERVICE ACCOUNT NUMBER

I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request to PG&E.

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.

EXECUTED BY:

_____ _____
(Signature of Customer of Record) (Date)

_____ _____
(Print Name) (Telephone No.)

_____
(Title)

Gas Sample Form No. 79-1104
Billing Calculation Service Agreement

Sheet 1

Please Refer to Attached
Sample Form

BILL CALCULATION SERVICE AGREEMENT

Pacific Gas and Electric Company (PG&E) and _____(Customer), Service Account Number(s) _____ served under Schedule _____("Applicable Tariff") hereby enter into this Bill Calculation Service Agreement (Agreement) for the provision of fee-based bill calculation services. The purpose of this Agreement is for PG&E to provide bill calculation services for sub-metered tenants of Customer in accordance with the rates applicable to PG&E's residential customers. Customer and PG&E shall be individually referred to herein as a "Party" and collectively as the "Parties."

Section 1: Service Description

1.1 To utilize PG&E bill calculation services, Customer must complete an application and agree to provide required tenant information identified below as: 1.1 a – d.

PG&E shall provide Customer password protected internet access allowing the Customer to transmit Customer's sub-metered tenant data to PG&E. Customer shall provide the following data for each sub-metered tenant for Customer's Service Account(s):

a) sub-metered tenant's identification number or address

b) sub-metered tenant's rate schedule

c) sub-metered tenant's billing period (e.g. beginning and ending dates)

d) sub-metered tenant's gas and/or electric meter reads.

1.2 PG&E shall calculate the sub-metered tenants' bills under the specified rate schedules in effect during the billing periods specified by Customer.

1.3 Should Customer determine that a sub-metered tenant's energy charges need to be recalculated because of incorrect information submitted by Customer to PG&E, Customer shall resubmit the data listed in Section 1.1. Each bill calculation request will result in a corresponding transaction charge to be paid by Customer according to the charges specified in the Applicable Tariff. The Customer will not be charged for additional calculations required due to errors made by PG&E.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

1.4 Customer shall request PG&E to calculate any applicable tenant refunds or credits resulting from orders of the California Public Utilities Commission (Commission) or other mechanisms that would otherwise apply to directly-metered residential customers of PG&E. PG&E shall be required to perform such requested calculations. Customer shall be responsible for the corresponding charges associated with such calculations, according to the charges specified in the Applicable Tariff.

Section 2: Representations

2.1 The accuracy of the calculated sub-metered tenant's energy charges is largely dependent upon the accuracy of the information provided by Customer pursuant to Section 1.1. The data provided by Customer under this Agreement will not undergo the billing validation procedures performed by PG&E with respect to data for directly-metered customers of PG&E. PG&E shall not be responsible for assuring that the information provided by Customer is accurate.

2.2 Customer agrees to assume sole responsibility and risk for the use it makes of the data provided by PG&E to Customer under this Agreement.

2.3 Customer acknowledges that it will be provided a secure user name and password upon service initiation. Customer understands that if the Customer changes or authorizes a third party to change the password, then it will not be accessible to or known by PG&E or third parties that may be involved in providing services on PG&E's behalf. Customer agrees that it is solely responsible for and assumes the risk of maintaining the security of its user name(s) and password(s) by not providing them to unauthorized entities or persons.

2.4 Customer agrees to use the bill calculation services provided under this Agreement only for the Customer's sub-metered tenants located within PG&E's service territory and will not resell or otherwise use said services for any other purpose.

Section 3: Term of Service

3.1 This Agreement shall have a minimum term of twelve (12) months ("Obligation Period") and thereafter become month-to-month with said term to commence the date the Customer is provided internet access for the services described under this Agreement. The Agreement shall terminate on the earlier of (a) following the Obligation Period, the date Customer's service is terminated with PG&E, (b) following the Obligation Period, the date Customer provides PG&E written notice requesting termination of services covered by this Agreement, (c) the date Customer fails to meet its obligations under the terms of this Agreement; or (d) the date the CPUC

authorizes changes to PG&E tariffs including the termination of services or products covered by the Agreement.

3.2 Early termination or periods of suspension of Customer's service during the Obligation Period shall not count toward the minimum term and Customer shall remain liable for the remaining months unpaid in the Obligation Period.

Section 4: Billing and Payment

PG&E will bill and Customer agrees to pay PG&E for all services and products provided by PG&E under this Agreement and Customer's Applicable Tariff. These charges are subject to change by PG&E, upon approval by the CPUC.

Section 5: Limitation of Liability

In no event shall PG&E be liable for any damages which arise in connection with the services provided for Customer under the Applicable Tariff including, but not limited to, any special, indirect, incidental or consequential damages. PG&E's maximum liability hereunder, arising from any cause whatsoever, whether based in contract, warranty, tort (including negligence) strict liability or otherwise, shall not exceed the amount paid by Customer to PG&E.

Section 6: Entire Agreement

This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

Section 7: Enforceability

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

Section 8: Dispute Resolution

8.1 All disputes between the Parties relating to the payment by the customer of any PG&E fees or charges shall be subject to the provisions of PG&E's applicable tariffs governing disputes over customer bills.

8.2 The CPUC shall have jurisdiction to resolve disputes regarding PG&E's or Customer's performance of their obligations under this Agreement.

Section 9: Applicable Law and Venue

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California.

Section 10: Amendments or Modifications

This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction

Section 11: Miscellaneous

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.

The Parties have executed this Agreement on the dates indicated below and agree to abide by the terms and conditions stated herein.

On Behalf of :	On Behalf of:
	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Customer Account: _____

Service Accounts: _____

_____

_____

_____

Sample Gas Form No. 79-1118 Sheet 1
General Off-Bill and On-Bill Financing Loan Agreement

Please Refer to Attached
Sample Form

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer ("**Customer**") has contracted for the provision of energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas & Electric Company (**"PG&E"**) shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("**Contractor**"), to provide the Work as described in the Application.

2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "**Adjustment**"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.

3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of the Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including Contractor) in the conduct or performance of the Work.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.

5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) if PG&E deems necessary, obtain updated financial information to verify that Customer has good credit standing (as determined by PG&E) prior to making the Loan. Customer shall give PG&E reasonable access to its premises and the Work and shall provide such updated financial information to PG&E upon request. PG&E may decline to make the Loan if PG&E determines, in its sole discretion, that Customer does not have good credit standing at that time. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, and PG&E is satisfied that Customer has good credit standing, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.

7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.

8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:

    a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.

    b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.

    c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.

    d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.

    e. Further payment details are set forth below.

9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.

10. The Loan Balance shall not bear interest.

11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells or transfers

ownership of the equipment forming part of the Work to any third party (including as part of a sale or lease of premises or transfer of business or otherwise); or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action**.

14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. **Loan Particulars**.

This table is to be completed by PG&E					
$	**$**	**$**	**$**		
Total Cost	**Incentive**	**Loan Balance[1]**	**Monthly Payment**	**Term[2], Months**	**Number of Payments**

[1] The Loan Balance shall not exceed two-hundred fifty thousand dollars ($250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars ($250,000) but shall not exceed four million dollars ($4,000,000).

[2] The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

Check Made Payable to Contractor ☐ or Customer ☐ *[customer to select payment method. Note that only one check can be issued]*

16. 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.

Customer Details	**Contractor Details**
Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
Account Name, Customer	Name, Contractor
Service Address, Customer	Address, Contractor
Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
Signature of Authorized Representative of Customer	
Date	

ACCEPTED: Pacific Gas & Electric Company

PG&E On-Bill Financing Program Manager	Date

Address:
PG&E Integrated Processing Center
P.O. Box 7265
San Francisco, CA 94120-7265

Gas Sample Form 79-1126 Sheet 1
Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects

Please Refer to Attached
Sample Form

OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

The undersigned customer ("**Customer**") will obtain and perform energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company (**"PG&E"**) shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall complete the Work as described in the Application.

2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "**Adjustment**"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.

3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of the Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by any Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including any Contractor) in the conduct or performance of the Work.

4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this

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Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.

5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or any contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) if PG&E deems necessary, obtain updated financial information to verify that Customer has good credit standing (as determined by PG&E) prior to making the Loan. Customer shall give PG&E reasonable access to its premises and the Work and shall provide such updated financial information to PG&E upon request. PG&E may decline to make the Loan if PG&E determines, in its sole discretion, that Customer does not have good credit standing at that time. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, and PG&E is satisfied that Customer has good credit standing, PG&E will issue a check ("**Check**") to Customer for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". Customer shall be responsible for paying any outstanding fees due to any contractor for the Work.

7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.

8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:

    a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.

    b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.

    c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.

    d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.

    e. Further payment details are set forth below.

9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.

10. The Loan Balance shall not bear interest.

11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells or transfers ownership of the equipment forming part of the Work to any third party (including as part of a sale or lease of premises or transfer of business or otherwise); or (iv) Customer

becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

13. Customer understands that without limiting any other remedy available to PG&E against Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action**.

14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. **Loan Particulars**.

This table is to be completed by PG&E					
$	**$**	**$**	**$**		
Total Cost	**Incentive**	**Loan Balance[1]**	**Monthly Payment**	**Term[2], Months**	**Number of Payments**

16. 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.

[1] The Loan Balance shall not exceed two-hundred fifty thousand dollars ($250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars ($250,000) but shall not exceed four million dollars ($4,000,000).

[2] The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

Check Made Payable to Customer

Customer Details

Federal Tax ID or Social Security #, Customer

PG&E Account # / Service Agreement #

Account Name, Customer

Service Address, Customer

Name and Title of Authorized Representative of Customer

Signature of Authorized Representative of Customer

Date

ACCEPTED: Pacific Gas and Electric Company

PG&E On-Bill Financing Program Manager

Date

Address:
PG&E Integrated Processing Center
P.O. Box 7265
San Francisco, CA 94120-7265

Gas Sample Form 79-1128 Sheet 1

Affidavit in Support of Customer Claim as Qualifying as a Small Business Customer
Under Government Code Section 14837

Please Refer to Attached
Sample Form

AFFIDAVIT IN SUPPORT OF CUSTOMER CLAIM AS QUALIFYING AS A SMALL BUSINESS CUSTOMER UNDER GOVERNMENT CODE SECTION 14837*

I. Customer Declaration:

I, _____, state as follows:

1. I am authorized to make this declaration as the Customer ("Customer") or as an authorized representative of the Customer _____ and

2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.

3. Customer warrants that _____ qualifies as a "small business" customer, using the definition of "micro-business" as defined under California Government Code Section 14837. Section 14837 of the California Government code defines micro-business as "a small business which, together with affiliates, has average annual gross receipts of five million dollars ($5,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 25 or fewer employees." Subdivision (c) provides that "(c)"Manufacturer" means a business that meets both of the following requirements: (1) It is primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products [and] (2) It is classified between Codes 31 to 33, inclusive, of the North American Industry Classification System."*

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed this _____ day of _____, _____ at _____ , _____ [City, State]

Signature: _____
Customer or Authorized Representative of the Customer

Print Name: _____

Title: _____

II. Required Customer Information (Please Type or Print):

Name On Account: _____
Account Number(s) _____
Principal Service Address: _____
City, State, Zip: _____

III. PG&E Reply Information:

Please return the completed affidavit by United States Postal Service to:

Pacific Gas and Electric Company
Attention: Billing
PO Box 8329
Stockton, CA 95208

* See North American Industry Classification System Website, http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart_code=31&search=2007 NAICS Search

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-1143 Sheet 1
CALIFORNIA STATE GOVERNMENT CUSTOMERS
ON-BILL FINANCING LOAN AGREEMENT

Please Refer to Attached
Sample Form

CALIFORNIA STATE GOVERNMENT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer ("**Customer**") has contracted for the provision of energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas & Electric Company (**"PG&E"**) shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("**Contractor**"), to provide the Work as described in the Application.

2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "**Adjustment**"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.

3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the State with financing. The Customer has independently hired contractors ("State Contractors") to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the State Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to State Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the State Contractors against PG&E.

4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.

5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.

7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.

8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:

    a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted

to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.

b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.

c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.

d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.

e. Further payment details are set forth below.

9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.

10. The Loan Balance shall not bear interest.

11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action**.

14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. **STATE OF CALIFORNIA REQUIREMENT**

    a. All Payment Obligations Subject to Appropriation

    The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electricity use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislature of the State of California.

    b. No Lien or Encumbrance; Subordination:

    (1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

    (2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the State Public Works Board of the State of California or any other issuer of bonds on behalf of the state concerning the Related Facilities entered into in the past, the present or the future (the "Senior Security Documents"); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

CALIFORNIA STATE GOVERNMENT CUSTOMERS
ON-BILL FINANCING LOAN AGREEMENT

16. Loan Particulars

	This table is to be completed by PG&E					
Total Cost **$**	**Incentive** **$**	**Customer Contribution** **(if applicable)** **$**	**Loan Balance** [1] **$**	**Monthly Payment** **$**	**Term** [2] **(months)**	**Number of Payments**

Check Made Payable to Contractor □ **or Customer** □ *[customer to select payment method. Note that only one check can be issued]*

17. 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.

Customer Details

Federal Tax ID or Social Security #, Customer

PG&E Account # / Service Agreement #

Account Name, Customer

Service Address, Customer

Name and Title of Authorized Representative of Customer

Signature of Authorized Representative of Customer

Date

Contractor Details

Federal Tax ID or Social Security #, Contractor

Name, Contractor

Address, Contractor

Name and Title of Authorized Representative of Contractor

ACCEPTED: Pacific Gas & Electric Company

PG&E On-Bill Financing Program Manager

Date

Address:
PG&E Integrated Processing Center
P.O. Box 7265
San Francisco, CA 94120-7265

GAS SAMPLE FORM 79-1156 Sheet 1

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

Please Refer to Attached
Sample Form

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

You have applied for, or have received, a loan to finance energy efficiency improvements to your residence under the Energy Efficiency Financing Program's Residential Energy Efficiency Loan Assistance Program (REEL), approved by the California Public Utilities Commission (CPUC). The loan is being made by the financial institution described below. By signing this agreement, you give your consent to allow PG&E to include monthly loan repayment charges in your monthly utility bill, pursuant to PG&E's Energy Financing Line Item Charge (EFLIC) Gas and Electric Rate Schedules, and you agree to pay those charges, on the terms described below.

Please note that this Authorization contains summary information about the EFLIC Pilot. Before you sign this document, you should first review the more detailed program rules regarding the EFLIC Pilot, developed by the California Hub for Energy Efficiency Financing (CHEEF),[1] and the Gas or Electric Schedule EFLIC, as approved by the CPUC.[2]
In this document:
"**California Hub for Energy Efficiency Financing (CHEEF)**" means a central enabling entity through which energy users, financial institutions, energy efficiency providers and Participating Utilities can participate in a pilot to help finance the installation of Eligible Energy Efficiency Measures. The CHEEF may act through agents or third-party service providers. The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), or a successor as approved by the CPUC.
"**Lender**" means the financial institution shown as the Lender in the Account Information section below.
"**Loan Charges**" means any and all principal, interest and other charges and fees payable by you in connection with your loan, as determined by Lender, including fees or late or deficient payments.
"**Service Address(es)**" means the property or properties serviced by PG&E as shown in the Account Information section below. determined by Lender, including fees for late or deficient payments.
"**Work**" means the installation of eligible measures at your Service Address.
"**You**" means you, the customer(s) signing this authorization.

1. **Authorization to Bill Loan Charges.** You authorize PG&E to include Loan Charges in your PG&E utility bills for the Service Address(es) until further notice. The Lender will determine the amount of the Loan Charge that is to be included in each bill, and PG&E will include that amount in your utility bill. PG&E does not verify the Loan Charges and other information provided by the Lender. The Loan Charges may increase or decrease from month to month based on the terms of the loan, the inclusion of late charges and interest, in accordance with the loan terms, and variations in the periods of time covered by each PG&E billing cycle.

2. **Payment.** You agree to pay the Loan Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan Charge payments to the Lender. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment of Loan Charges to the Lender unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan Charges.

3. **Partial Payments.** Partial payment applies to the components of the bill in accordance with existing Rules. Payments will be applied to past due Loan Charges prior to any current charges. If you make a partial payment on your utility bill, the partial payment will be applied to the following components of the utility bill in the order listed: (a) Utility charges, which include utility service and credit establishment charges; (b) Energy-related charges, which include charges based on energy consumption and tariff schedules; (c) Other applicable products and services charges, which include all other services billed by PG&E such as Loan Charges.

   If you do not pay the Loan Charges in full, PG&E may elect to stop billing you for Loan Charges in which case the Lender will be responsible for collecting any unpaid Loan Charges and future loan payments from you. The Lender will notify you if PG&E ceases to include Loan Charges in your utility bill. Please note that if PG&E stops billing you for Loan Charges before the Loan is paid in full, you are still responsible for making loan payments directly to the Lender. Late payments may be subject to reporting to credit agencies by the Lender.

[1] Program information can be accessed on CAEATFA's website at http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp.
[2] PG&E Rate Schedules can be accessed on PG&E's website at http://www.pge.com/nots/rates/tariffs/.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

If you pay less than the total amount of your utility bill for two months, your Loan Charges may be removed from your utility bill. However, you are still responsible for paying any additional amounts due directly to your Lender.

4. **Overpayments.** Overpayments will be applied to Loan Charges and to utility and other non-Loan charges based on the amount owed for each currently or in the future, according to the priority of the components under existing rules. If you want to fully or substantially prepay Loan Charges, you must send the payment directly to the Lender, subject to Lender's terms and conditions.

5. **Billing Inquiries and Disputes.** If you have any questions about your loan or the Loan Charges, including any concerns that you may have been incorrectly charged, please contact the Lender at the number shown in the Account Information section below. Any disputes about your loan or the Loan Charges must be resolved between you and the Lender in accordance with your loan documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the energy charges on your utility bill should be directed to PG&E at the number shown on the bill.

6. **Jurisdiction.** 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.

7. **Authorization to Release Information.** If you choose to participate in an OBR Pilot, you must also sign one additional form to allow the release of confidential information regarding your energy usage: Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information" to provide the CHEEF authorization to receive energy usage data. PG&E shall also provide the CHEEF at the request of the CPUC or CHEEF accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Gas and Electric Rule 11 procedures. PG&E will share only customer-specific data relevant to implement this program. Participating lenders may also request that you authorize the release of additional data related to bill payment history and other aspects of your energy use.

8. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work. Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including the Contractor) in the conduct or performance of the Work.

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

ACCOUNT INFORMATION

(Please Print or Type)

CUSTOMER DETAILS[3]

PG&E Account Number[4]: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

LENDER AND LOAN INFORMATION

Name of Lender: _____

Address: _____

Lender's contact number: _____

Loan Number: _____

Principal amount of Loan: _____

[other identifying information] _____

SERVICE ADDRESSES INCLUDED IN THIS AUTHORIZATION:

1. _____ _____
   SERVICE ADDRESS CITY PG&E GAS/ELECTRIC SERVICE AGREEMENT
2. _____ _____
   SERVICE ADDRESS CITY PG&E GAS/ELECTRIC SERVICE AGREEMENT
3. _____ _____
   SERVICE ADDRESS CITY PG&E GAS/ELECTRIC SERVICE AGREEMENT

[3] If there is more than one customer of record for a Service Address, all customers must complete and sign this form.
[4] PG&E Account Number where the Loan Charges will be billed.

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

By signing below, You hereby authorize PG&E to add Loan Charges to Your utility bills for the Service Address(es) shown above.

(Authorized Customer Signature)	*(Additional Authorized Customer Signature)*
(Print Name)	*(Print Name)*
(Date)	*(Date)*
(City and State Where Executed)	*(City and State Where Executed)*
(Telephone Number)	*(Telephone Number)*

LENDER APPROVAL

Lender confirms that the Account Information shown above accords with Lender's records.

(Financial Institution Company Name)

(Authorized Signature)

(Print Name)

(Date)

(City and State Where Executed)

(Telephone Number)

GAS SAMPLE FORM 79-1157 Sheet 1

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

Please Refer to Attached
Sample Form

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

You have applied for, or have been given, a lease or loan to finance improvements to your building under the On-Bill Repayment (OBR) Pilots, approved by the California Public Utilities Commission (CPUC). The loan or lease is being made by the financial institution described below. By signing this Authorization, you consent to allow PG&E to include monthly loan or lease repayment charges in your monthly utility bill, pursuant to PG&E's Gas and Electric Schedule OBR, and you agree to pay those charges, on the terms described below.

Please note that this Authorization contains summary information about the OBR Pilots. Before you sign this document, you should first review the more detailed program rules regarding the OBR Pilots, developed by the California Hub for Energy Efficiency Financing (CHEEF)[1], and the Gas or Electric Schedule OBR, as approved by the CPUC.[2]

In this document:
"California Hub for Energy Efficiency Financing (CHEEF)" means a central enabling entity through which energy users, financial institutions, energy efficiency providers, and utilities can participate in a pilot to help finance the installation of eligible energy efficiency measures. The CHEEF may act through agents and third-party service providers. The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), or a successor as approved by the CPUC.
"**Loan or Lease Charges**" means any and all principal, interest and other charges and fees payable by you in connection with your loan or lease, as determined by your Financial Institution, including fees for late or deficient payments.
"Financial Institution" means the lender or lessor shown in the Account Information section below.
"**Service Address(es)**" means the property or properties serviced by PG&E as shown in the Account Information section below.
"**You**" means you, the customer(s) signing this authorization.
"**Work**" means the installation of eligible measures at your Service Address.

1. **Authorization to Bill Loan Charges.** You authorize PG&E to include Loan or Lease Charges in your PG&E bills for the Service Address(es) until further notice. The Financial Institution will determine the amount of the Loan or Lease Charge that is to be included in each bill, and PG&E will include that amount in your utility bill. PG&E does not verify the Loan or Lease Charges and other information provided by the Financial Institution. The Loan or Lease Charges may increase or decrease from month to month based on the terms of the loan or lease, the inclusion of late charges and interest, in accordance with the loan or lease terms, and variations in the periods of time covered by each PG&E billing cycle.

2. **Payment.** You agree to pay the Loan or Lease Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan or Lease Charge payments to the Financial Institution. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment to the Financial Institution unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan or Lease Charges.

3. **Partial Payments.** If you pay less than the total amount of your utility bill (including Loan or Lease Charges), the amount you pay will be allocated to disconnectable charges, including OBR Charges[3] and utility and other non-OBR charges, consistent with existing Tariffs. Non-payment of OBR charges will subject your account to service disconnection; payments will be applied to past due OBR Charges prior to any current charges.

   A Customer's failure to pay any of the components (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Gas and Electric Rule 11.

   Please note that, if PG&E stops billing you for Loan or Lease Charges before the Loan or Lease is paid in full, you are still responsible for making loan or lease payments directly to the Financial Institution. Late payments may be subject to reporting to credit agencies by the Financial Institution.

[1] Program information can be accessed on CAEATFA's website at http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp.
[2] PG&E Rate Schedules can be accessed on PG&E's website at http://www.pge.com/nots/rates/tariffs/.
[3] OBR is not a disconnectable charge for participants of the multi-family pilot.

4. **Overpayments.** Overpayments will be applied to OBR Charges and to utility and other non-OBR charges in proportion to the amount owed for each currently or in the future. If you want to fully or substantially prepay Loan or Lease Charges, you must send the payment directly to the Financial Institution.

5. **Billing Inquiries and Disputes.** If you have any questions about your Loan or Lease or your Loan or Lease Charges, including any concerns that you may have been incorrectly charged, please contact the Financial Institution at the number shown in the Account Information section below. Any disputes about your Loan or Lease Charges must be resolved between you and the Financial Institution in accordance with your loan or lease documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the energy charges on your utility bill should be directed to PG&E at the number shown on the bill.

6. **Transfer of Payment Obligation**: Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer of record at the same location. You must first obtain the permission of your Financial Institution to assign your payment obligation to the next customer who occupies the same property where the improvements were installed. If the Financial Institution and subsequent customer agree in writing to assume the charges, the new customer must also sign Gas and Electric Form 79-1157 *"Authorization to Add Loan Charges to Utility Bill (Non Residential)."*

7. **Service Disconnection for Non-Payment of Loan or Lease Charges (Non-Residential Customers only)**: You acknowledge that non-payment of your Loan or Lease charges will result in a disconnection of your utility service consistent with the rules that generally apply to non-payment of your utility bill, until such time that your Loan or Lease payments and your utility charges are made current. Other rules for reconnection of service, including a requirement to post a security deposit, are set forth in Gas and Electric Rule 11.

8. **Jurisdiction.** This Authorization 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.

9. **Authorization to Release Information.** If you choose to participate in an OBR Pilot, you must also sign one additional form to allow the release of confidential information regarding your energy usage: *Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information"* to provide the CHEEF authorization to receive energy usage data. PG&E shall also provide the CHEEF at the request of the CPUC or CHEEF accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Gas and Electric Rule 11 procedures. PG&E will share only customer-specific data relevant to implement this program. Participating lenders may also request that you authorize the release of additional data related to bill payment history and other aspects of your energy use.

10. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including the Contractor) in the conduct or performance of the Work.

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

ACCOUNT INFORMATION

(Please Print or Type)

CUSTOMER DETAILS[4]

Name(s): _____

Address: _____

Account Number[5]: _____

FINANCIAL INSTITUTION AND LOAN OR LEASE INFORMATION

Name of Financial Institution: _____

Address: _____

Contact telephone number: _____

Loan or Lease Number: _____

Principal Amount of Loan/Lease: _____

Estimated Monthly Payment/Duration: _____

[other identifying information] _____

SERVICE ADDRESSES INCLUDED IN THIS AUTHORIZATION:

1. _____ _____
   SERVICE ADDRESS CITY GAS/ELECTRIC SERVICE AGREEMENT
2. _____ _____
   SERVICE ADDRESS CITY GAS/ELECTRIC SERVICE AGREEMENT
3. _____ _____
   SERVICE ADDRESS CITY GAS/ELECTRIC SERVICE AGREEMENT

[4] If there is more than one customer of record for a Service Address, all customers must complete and sign this form.
[5] PG&E Account Number where the OBR Charges will be billed.

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

By signing below, You hereby authorize PG&E to add Loan or Lease Charges to Your utility bills for the Service Address(es) shown above.

(Authorized Customer Signature)	*(Additional Authorized Customer Signature)*
(Print Name)	*(Print Name)*
(Date)	*(Date)*
(City and State Where Executed)	*(City and State Where Executed)*
(Telephone Number)	*(Telephone Number)*

Financial Institution Approval:

Financial Institution confirms that the Account Information shown above accords with its records.

(Financial Institution Company Name)

(Authorized Signature)

(Print Name)

(Date)

(City and State Where Executed)

(Telephone Number)

GAS SAMPLE FORM 79-1164
MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Sheet 1

Please Refer to Attached
Sample Form

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Date of Issuance: _____

In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.)20-04-004, and subject to the requirements of the Mobilehome Park Utility Conversion Program Rule (MHP Rule[1]), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Utility Conversion Program (MHP Program) to replace existing privately owned master-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service to each individual MHP space within the MHP.

MHP Owners/Operators who are receiving this Application previously submitted the CPUC Form of Intent during the open application period. After reviewing the information you submitted, the CPUC's Safety and Enforcement Division (SED) and/or the California Department of Housing and Community Development (HCD) or its local agency designee has pre-selected your MHP to participate in the MHP Program.

The MHP Owner/Operator must designate below each Utility[2] that currently provides electric and/or natural gas service to the master-meter of the MHP. The designated Utilities will be responsible for the conversion of the existing privately-owned master-meter system to direct Utility service, upon acceptance of the MHP into the MHP Program. Under the MHP Program, each Utility will only provide service conversion for the commodity (electricity and/or natural gas) that the Utility currently provides to the MHP. After the completion of the service conversion, the Utility will provide direct service to each individual HCD permitted Mobilehome (MH) space. and the eligible MHP common areas based on approval by the Commission's Safety and Enforcement Division (SED). Upon request, the Utility may provide to the MHP a new electric or gas utility service that is not currently being supplied by the Utility, provided that; 1) the Utility offers the requested electric or natural gas service in that territory; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be governed by the existing Distribution and Service Extension Rules in the Utility's Tariff and would not be included in the MHP Program.

Electric Service	Natural Gas Service	
☐	N/A	***Bear Valley Electric Service***
☐	N/A	***Liberty Utilities*** (CalPeco Electric)
☐	☐	***Pacific Gas and Electric Company***
☐	N/A	***Pacific Power,*** *a Division of PacifiCorp*
☐	☐	***San Diego Gas & Electric Company***
☐	N/A	***Southern California Edison Company***
N/A	☐	***Southern California Gas Company***
N/A	☐	***Southwest Gas Corporation***

MHP Rule by Utility

Bear Valley Electric Service – Rule 23	San Diego Gas and Electric – Rule 44
Liberty Utilities – Rule 23	Southern California Edison – Rule 27
Pacific Gas and Electric – Rule 28	Southern California Gas – Rule 44
Pacific Power – Rule 26	Southwest Gas – Rule 23

[2] Although the singular term "Utility" is used throughout this Application, each of the Utilities designated on this page is considered a party to this Application. The designated Utilities will be coordinating throughout the application and conversion processes. However, it is the sole responsibility of the MHP Owner/Operator to ensure that the information and documentation required by this Application is provided to *each* of the designated Utilities within the specified timeframes.

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

The purpose of this Mobilehome Park Utility Conversion Program Application (MHP Application) is for the MHP Owner/Operator to provide the Utility pertinent information concerning the MHP, which is necessary in order for the Utility to proceed with the conversion process.

MHP Owner/Operator is to use its "best effort" to provide the information that is being requested on this Application. The Utility's project manager assigned to your park may provide assistance in completing the MHP Application. Incomplete information on this application will not result in disqualification in the program, but may result in longer engineering time, excavation time and other setbacks that may delay the completion of the project. THIS APPLICATION MUST BE APPROVED BY, THE UTILITY (UTILITIES) BEFORE YOUR MHP WILL BE ACCEPTED INTO THE MHP PROGRAM AND SCHEDULED FOR CONVERSION.

NOTE: Current registration with the California Department of Housing and Community Development for each of individual mobilehome within the MHP may be required prior to inspection and completion of the cutover. If the MHP Program requires that the utility connection of the mobilehome be altered to complete the conversion, the Mobilehome Park Owner/Operator is responsible to obtain such agreement from the registered owner of the mobilehome prior to the alterations being made.

This Application has been developed as part of the CPUC's regulatory process and conforms to CPUC (D.) 20-04-004. The Application has been approved by the Commission as a required component of the MHP Program, and may not be waived, altered, amended or modified, except as authorized by the CPUC. This Application at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

This Application is specific to PG&E's service territory. If your MHP is within multiple utility service territories, please consult with the other utility listed as necessary. Please complete the Application in its entirety, attach all requested documentation, and mail a copy to each of the Utilities that you identified above as providing electric and/or gas service to your MHP. Utility addresses are listed below:

Bear Valley Electric Service
42020 Garstin Drive
P.O. Box 1547
Big Bear Lake, CA 92315

Pacific Power
300 S. Main
Yreka, CA 96097

Southern California Gas Company
MHP Program, SC720J A1
8101 Rosemead Blvd,
Pico Rivera, CA 90660-5100

Liberty Utilities (CalPeco Electric) LLC
933 Eloise Avenue
South Lake Tahoe, CA 96150

San Diego Gas & Electric Company
MHP Program, SC720J A1
8306 Century Park Ct.
San Diego, CA 92123-1530

Southwest Gas Corporation
Attn: MHP Program
13471 Mariposa Road
Victorville, CA 92392

Pacific Gas and Electric Company
Mobilehome Park Utility Conversion Program
77 Beale St., Mail Code B10B
San Francisco, CA 94105-1814

Southern California Edison Company
MHP Utility Conversion Program
Rancho Cucamonga Regional Office, G139 9500 Cleveland Ave., Rancho Cucamonga, CA 91730

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

1. MHP Project Information

Mobilehome Park Name:_____

Address:_____

City:_____ State: _____

County: _____ZIP: _____

Nearest Cross Street: _____

HCD Mobilehome Park Identification Number: _____

Total Number of MHP Spaces Permitted by HCD: _____ as of: _____

Total Number of MHP Spaces with either gas or electric service, excluding Recreation Vehicle (RV) Spaces: _____

Number of MHP Spaces Occupied by Residents: _____

Number of Unoccupied MHP Spaces: _____

Number of Recreational Vehicles (RVs)[3] Spaces: _____

Year MHP was established: _____

Applicant / Owner/ Operators Name: _____

Day Phone: _____

Cell Phone: _____

Fax: (____) _____Email Address: _____

Mobilehome Unit Ownership Type

- ☐ All units on common single parcel
- ☐ Common use shared ownership
- ☐ Units on individual parcels
- ☐ Other:_____

Does the MHP Owner/Operator have a current and valid license to operate a MHP?

☐ No ☐ Yes License Number:_____

Is the MHP currently subject to an enforceable condemnation order and/or to a pending condemnation proceeding?

☐ No ☐ Yes

Is the MHP operated on leased real property?

☐ No ☐ Yes Number of years remaining on land lease: _____

[3] RV Spaces are not eligible for conversion under the MHP Program

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

2. Business Information

Legal Name to appear on contract: _____

☐ Individual ☐ Partnership ☐ Corporation
☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor
☐ Other

State of Incorporation or LLC: _____

Name of person authorized to sign contracts: _____

Title _____

Mailing Address for contracts: _____

City: _____ State _____

County _____ ZIP _____

Phone Number: _____ Email: _____

3. MHP Representative/Primary Contact (This is the individual(s) which the MHP will designate to be the central liaison for the MHP Owner/Operator, the contractor hired by the MHP, the MHP Residents and the Utility).

a. Name of MHP Representative: _____

Title: _____

Address:_____

City:_____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address _____

b. Name of MHP Representative: _____

Title: _____

Address:_____

City:_____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

4. Current Utility Services for the MHP's Master-Meter System(s)

a. Electric Service:

Electric Service Provider: _____

Name as it appears on bill: _____

Type of Service: ☐ Electric Overhead Service ☐ Electric Underground Service

☐ Other: _____

Does the MHP purchase electricity through a third party (e.g., Community Choice Aggregator [CCA] or Electric Service Provider [ESP])?

☐ No ☐ Yes, Provider Name: _____

Number of residential dwelling units within the MHP that currently receives a discount under current qualifying Mobilehome rate schedule: _____

Current Electric Service Account Number	Current Rate Schedule

To list additional accounts use Attachment "B"

b. Gas Service (if applicable):

Name of Gas Service Provider: _____

Name as it appears on bill: _____

Type of Service: ☐ No Gas Service available at MHP (Electric only)

☐ Natural Gas System

☐ Propane System (Centralized tank with MHP distribution system)

☐ Propane System (at each Mobilehome)

☐ Other: _____

Does the MHP purchase gas through a third party (e.g., Core Transport Agent [CTA])?

☐ No ☐ Yes, Provider Name: _____

Number of residential dwelling units within the MHP that currently receives a discount under current qualifying Mobilehome rate schedule: _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Current Gas Service Account Number	Current Rate Schedule

To list additional accounts use Attachment "B"

c. Telephone Service (if applicable):

Name of Telephone Service Provider: _____

Name as it appears on bill: _____

Type of Service: ☐ Overhead Phone Service ☐ Underground Phone Service

☐ Other: _____

d. Cable/Satellite Service (if applicable):

Name of Cable/ Satellite Service Provider: _____

Name as it appears on bill: _____

Type of Service: ☐ Overhead Cable Service ☐ Underground Cable Service

☐ MHP Owned Cable/Satellite/Phone Service

☐ Other: _____

5. Current Energy Metering Arrangement

Electric	**Gas**
☐ Master-Meter/Sub-Meter Electric	☐ Master Meter/Sub-Meter Gas
☐ Master Electric Meter, no Sub-Meter	☐ Master Gas Meter, no Sub-Meter
☐ Other:_____	☐ Other:_____

6. Energy Usage/Load Information

a. Electric Load Information

1) Typical MHP Space

Existing MHP Space Main Switch Size
(Meter Panel & Service Termination Enclosure) _____Amps

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

2) Common Use Area

Common Use Area Electric Service: #___1___ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

☐ Lift Station (_____HP) ☐ MHP Office (_____KW)
☐ Street Lights (_____KW) ☐ Swimming Pool (_____KW)
☐ Club House (_____KW) ☐ Area Lighting (_____KW)
☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site (_____KW)
☐ Others _____ (_____KW)

Common Use Area Electric Service: #___2___ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

☐ Lift Station (_____HP) ☐ MHP Office (_____KW)
☐ Street Lights (_____KW) ☐ Swimming Pool (_____KW)
☐ Club House (_____KW) ☐ Area Lighting (_____KW)
☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site (_____KW)
☐ Others _____ (_____KW)

Additional Common Use Area Service - *For additional electric common use area service requests use Attachment "B"*

3) Streetlighting

☐ Streetlights to be served under general service rates with common use areas

☐ Streetlights to be separated from common use load and served unmetered under an applicable Utility streetlight rate schedule as approved by the Utility. Please provide the information for each lamp type that can be found in the MHP in the area below and in Attachment B, if necessary. (check one lamp type).

Lamp Type: # ____1_____

☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor
☐ Mercury Vapor ☐ Metal Halide
☐ Incandescent ☐ LED
☐ Other _____

Watts per lamp: _____ Number of lamps/fixtures: _____

Additional Lamps Types – *If the MHP has additional streetlight lamp types, use Attachment "B"*

How are streetlights currently served?

☐ Served directly from Master meter account
☐ Served from MH sub-meter, or MH pedestal
☐ Direct unmetered connections

Location, lamp type and wattage of each streetlight fixture should be noted on the Site Plan as described in Section 7.5.

4) **Self-Generation** – Is there currently any self-generation (e.g. photovoltaic or wind generation) equipment servicing the common areas of the MHP?

☐ Yes (Size of system _____ KW) ☐ No

5) **Electric Vehicle Charging Station** – Is there currently a public Electric Vehicle Charging Station located at the MHP that is available for all the residents of the MHP?

☐ Yes (Charger size _____ kW) ☐ No

b. Natural Gas Load Information (if applicable)

Natural Gas Load Information: *Natural gas will be delivered at the Utilities standard service delivery pressure per Rule 2.*

Requests for elevated service delivery pressure require the Utilities' review and approval. If granted, elevated service delivery pressure may be reduced at any time due to the Utility operational needs. Special Facilities and cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local Utility office and refer to Gas Rule 2. (MBtu/h = 1,000 Btu/h)

1) **Mobilehome Gas Appliances:**

Gas will be provided to individual Mobilehomes at the Utility's standard delivery pressure for residential service per Rule 2.

2) **Common Use Area**

Common Use Area Gas Service: #__1___ Description: _____

Gas Service Delivery Pressure Requested: ☐ Standard delivery pressure
☐ Other (_____psig)

Gas appliances that can be found in common use areas: (check all that applies)

☐ Gas Range - Btu rating: _____
☐ Water Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____
☐ On-Demand Water Heater
Btu rating: _____
☐ Laundry Dryer- Btu rating: _____
☐ Pool/Spa Heater- Btu rating: _____
☐ Furnace- Btu rating: _____
☐ Outdoor Gas Heaters
Btu rating: _____
☐ Other gas loads _____
Btu rating: _____

Common Use Area Gas Service: #__2___ Description: _____

Gas Service Delivery Pressure Requested: ☐ Standard delivery pressure
☐ Other (_____psig)

☐ Gas Range - Btu rating: _____
☐ Water Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____
☐ On-Demand Water Heater
Btu rating: _____
☐ Laundry Dryer- Btu rating: _____
☐ Pool/Spa Heater- Btu rating: _____
☐ Furnace- Btu rating: _____
☐ Outdoor Gas Heaters
Btu rating: _____
☐ Other gas loads _____
Btu rating: _____

Additional Common Use Area Service - *For additional gas common use area service requests use the "Natural Gas Common Use Area Services" portion of Attachment "B"*

7. Additional Documentation

The MHP Owner/Operator should use its best effort to provide one (1) copy of the following documents along with this Application to each of the Utilities that have been identified on page 1 of this Application as providing electric and/or gas service to your MHP. Please include these documents with your submission of this Application under Attachment A.

7.1. List of Residents & Registered Homeowners: A complete list of current registered owners and current residents for each mobilehome/manufactured housing unit on a lot within the MHP, including name, address or space number, home phone number, cell phone number, email address, and other contact information should be provided to the Utilities. If all of the necessary resident and registered homeowner contact information cannot be provided when the MHP Owner/Operator submits this Application, the MHP Owner/Operator must, at a minimum, provide a list of addresses for the residents of the MHP and the name and mailing addresses of the registered owners for each mobilehome/manufactured housing unit on a lot within the MHP. This information will be used for outreach activities for the MHP residents. If a complete list of resident and registered homeowner contact information is not provided with the MHP Application, the information must be provided with the submittal of the MHP Agreement.

7.2. Service Documents: Detailed substructure engineering drawings, as-built drawings, maps, and any other such records as may be necessary to ensure a complete record of the installation and location of the MHP's existing distribution system(s).

7.3. Single Line Diagram: For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.

7.4. Additional Infrastructure: Detailed engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the MHP, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.

7.5. Site Plan: Detailed drawing of the MHP showing roads, sidewalks, driveways, MHP Space locations, streetlights, sprinkler controls, location of fire hydrants, common area facilities, electric vehicle charging stations, self-generation systems, other structures, and proposed future improvements. For electrical equipment, please provide load information on site plan or reference Common Use Area Service Number(s) found on Section 6 and Attachment B.

7.6. Tract Map: Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.

7.7. The Utility may request additional documentation if more information is needed for the planning, engineering, and construction phases of the conversion.

8. Planning, Engineering and Construction

The Utility shall be allowed to conduct a pre-engineering review and site verification of existing facilities at the MHP.

The Planning, Engineering, and Construction terms and conditions of the MHP Program are detailed in the MHP Agreement. Information regarding Planning, Engineering, and Construction terms and conditions will be given to the MHP Owner/Operator at the time the metering points are provided. The MHP Agreement will at minimum contain a preliminary sketch of proposed service locations developed by the Utility using the information provided by the MHP Owner/Operator with this Application.

The information provided in the Planning, Engineering, and Construction terms and conditions will enable the MHP Owner/Operator, and its selected Contractor, to develop an appropriate and complete cost estimate of "Beyond-The-Meter" work by outlining roles and responsibilities of the parties involved and defining the "Beyond-The-Meter" work that will be eligible for reimbursement by the Utility under the MHP Program.

9. Application Deadline

The MHP has been pre-selected to receive this MHP Application. The MHP Owner/Operator has forty-five (45) calendar days from the issuance date of this Application, to complete and return the Application, along with all required documentation, to the Utility or Utilities that provide electric and/or gas service to the MHP. If the MHP Owner/Operator fails to provide this Application and the required documentation within the specified time period, the Utility reserves the right to remove or place the MHP in the back of the queue of the pre-selected MHPs. Pre-selection, and/or submittal of Application does not guarantee acceptance into the MHP Program, nor does it guarantee conversion to direct utility service from the Utility.

10. Next Steps

Upon the Utility's review and acceptance of this Application, and the accompanying documentation supplied by the MHP Owner/Operator, the Utility will initiate the planning and engineering of the new electric and/or gas distribution system. The Utility will consult with the MHP Owner/Operator to determine the location of the metering points for the MHP, with the Utility having final approval of the location of all meter(s) and provide this information to the MHP Owner/Operator. The MHP Owner/Operator will then have forty-five (45) calendar days to provide the Utility with the name and qualifications of the Contractor selected to perform the "Beyond-The-Meter" work at the MHP and the estimated cost for such work, in addition to any other documents requested by the Utility. If the MHP Owner/Operator fails to provide the name of the Contractor, meeting qualifications and the reasonable costs selected to perform the "Beyond-the-Meter" work within the specified time period, the Utility reserves the right to remove or place the MHP in the back of the queue of the pre-selected MHPs.

THE UTILITY MUST AGREE TO THE QUALIFICATIONS AND COSTS OF THE CONTRACTOR SELECTED BY THE MHP OWNER/OPERATOR. IN THE EVENT THE UTILITY AND THE MHP OWNER/OPERATOR DO NOT AGREE, THEY MUST CONSULT WITH SED TO RESOLVE THE DISPUTE.

Cost estimates for the "Beyond-The-Meter" work shall also be summarized to the Utility in a format that uses Attachment C, D and E of the MHP Agreement as a template. The template that will be used for the "Beyond-The-Meter" estimate will be given to the MHP Owner/Operator at the time the metering points are provided.

After the new distribution system has been preliminarily planned and engineered and the Utility has agreed with the name of the Contractor and the estimated cost for the “Beyond-The-Meter” work, the Utility will prepare the MHP Agreement for signatures.

If requested by the Utility or the MHP Owner/Operator, a post engineering meeting can be requested prior to the signing of the MHP Agreement to resolve any outstanding issues and concerns. The Commission requires the Utility and the MHP Owner/Operator to consult and coordinate to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

After the MHP Agreement is fully executed, permits can be requested, and construction can begin.

11. Cancellation of MHP Application

Either the Utility or the MHP Owner/Operator may, at its option, cancel this Application upon 30 days written notice to the other party or parties.

The Utility may cancel this Application for, but not limited to, the following situations: (1) the failure, refusal or inability of the MHP Owner/Operator to perform specified activities and responsibilities set forth in this Application in a timely manner, after receiving notice from the Utility and an opportunity to cure; (2) failure or inability of the MHP Owner/Operator to supply the name, meeting qualifications and reasonable costs of the Contractor who will perform all of the “Beyond-The-Meter” work at the MHP, within forty-five (45) calendar days from the date that the metering points are sent by the Utility; (3) safety or security issues or violations; or (4) the MHP Owner/Operator and/or its Contractor are involved in a legal proceeding which, in the Utility's opinion, may interfere with the performance of the work.

If the MHP Owner/Operator cancels this Application or chooses not to proceed with the MHP Program after the signing of this Application, the MHP Owner/Operator agrees to reimburse the Utility for all work and costs incurred prior to the cancellation. Such costs may include planning and engineering costs, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which the Utility allocates to such work. In no event shall the Utility be liable for lost or anticipated profits or costs to plan and design the “Beyond-The-Meter” facilities, costs associated to securing a Contractor for the project, or any other costs that did not result in the completion of the service conversion at the MHP.

12. MHP Owner/Operator Certification

I hereby declare under penalty of perjury that I am the person[4], or an authorized representative of the entity, that is legally responsible for the MHP, and that the information provided is true and correct to the best of my knowledge. I certify that the MHP Owner/Operator is the distributor of utility service within the MHP, as described above, and that the MHP Owner/Operator has the authority to discontinue utility service within the MHP as required by the MHP Program. I also certify that I am supplying all of the documentation required under this Application, if available. I have read and agree with the provisions and my responsibilities under the MHP Rule and this Application, including Attachments.

Name of Mobilehome Park	*Signature*
Name of Owner/Operator	*Type/Print Name*
Date	*Title*

[4] If multiple signatures are required, please copy this certification page as needed and include with your Application.

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION
Attachment A - Additional Documentations

As described in Section 7 of this Application the MHP Owner/Operator should use its best effort to provide copies of the following documents along with its Application, if applicable. Please use the check boxes to indicate if the documents are being provided or not available and attach the documents to Attachment A.

Not Available	Being Provided	Documents
	☐	List of Registered Homeowners and Residents: A complete list of current residents for each mobilehome/manufactured housing unit on the lot within the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information should be provided to the Utilities. If all of the necessary resident contact information cannot be provided, the MHP Owner/Operator must, at a minimum, provide a list of addresses for the residents of the MHP and the name and mailing addresses of the registered owners for each mobilehome/manufactured housing unit on a lot within the MHP. This information will be used for outreach and notification efforts during the project. If a complete list of resident and registered owner contact information is not provided with the MHP Application, the information must be provided with the submittal of the MHP Agreement.
☐	☐	Service Documents: Detailed engineering drawings, as-built drawings, maps, and any other such records as may be necessary to ensure a complete record of the installation and location of the MHP's existing distribution system(s).
☐	☐	Single Line Diagram: For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.
☐	☐	Additional Infrastructure: Detailed substructure engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the park, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.
☐	☐	Site Plan: Detailed scaled drawing of MHP showing roads, sidewalks, driveways, MH-Space locations, streetlights, sprinkler controls, location of fire hydrants, common area facilities, electric vehicle charging stations, self-generation systems, other structures, and proposed future improvements. For electrical equipment, please provide load information on site plan or reference Common Use Area Service Number(s) found on Section 6 and Attachment B.
☐	☐	Tract Map: Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.

Attach appropriate documents to Attachment A

MHP Owner/Operator Initials _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION
Attachment B – Additional Information

Attachment B of this MHP Application is used to document additional information regarding accounts and load information that are in excess of what can be documented on the MHP Application. Attachment B is being used to provide the following: (check all that applies)

- ☐ Electric Service Account Information
- ☐ Natural Gas Service Account Information
- ☐ Electric Common Use Area Services Information
- ☐ Streetlight Lamp Type
- ☐ Gas Common Use Area Services Information
- ☐ No additional information, beyond what is provided in the MHP Application

1. Electric Service Account Information:

Please list any additional Electric Service Accounts Numbers currently serving the MHP that is not provided in Section 4.a. of this MHP Application.

Current Electric Service Account Number	Current Rate Schedule

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION
Attachment B – Additional Information

2. Natural Gas Service Account Information:

Please list any additional Natural Gas Service Accounts Numbers currently serving the MHP that is not provided in Section 4.b. of this MHP Application.

Current Gas Service Account Number	Current Rate Schedule

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION
Attachment B – Additional Information

3. Electric Common Use Area Services:

Please provide the electric load information for additional facilities and equipment that serves the common use areas that could not be documented in Section 6 of this MHP Application

Additional Common Use Area Service – Provide additional sheet as necessary

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

- ☐ Lift Station (_____HP)
- ☐ Street Lights (_____KW)
- ☐ Club House (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ MHP Office (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

- ☐ Lift Station (_____HP)
- ☐ Street Lights (_____KW)
- ☐ Club House (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ MHP Office (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

- ☐ Lift Station (_____HP)
- ☐ Street Lights (_____KW)
- ☐ Club House (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ MHP Office (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

- ☐ Lift Station (_____HP)
- ☐ Street Lights (_____KW)
- ☐ Club House (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ MHP Office (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION
Attachment B – Additional Information

4. Streetlight Lamp Type

If Street Lighting to be separated from common use load and served unmetered under an applicable Utility streetlight rate schedule, please provide the information for each lamp type (check one lamp type)

Lamp Type:# _____
- ☐ High Pressure Sodium Vapor
- ☐ Low Pressure Sodium Vapor
- ☐ Mercury Vapor
- ☐ Metal Halide
- ☐ Incandescent
- ☐ LED
- ☐ Other _____

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
- ☐ High Pressure Sodium Vapor
- ☐ Low Pressure Sodium Vapor
- ☐ Mercury Vapor
- ☐ Metal Halide
- ☐ Incandescent
- ☐ LED
- ☐ Other _____

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
- ☐ High Pressure Sodium Vapor
- ☐ Low Pressure Sodium Vapor
- ☐ Mercury Vapor
- ☐ Metal Halide
- ☐ Incandescent
- ☐ LED
- ☐ Other _____

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
- ☐ High Pressure Sodium Vapor
- ☐ Low Pressure Sodium Vapor
- ☐ Mercury Vapor
- ☐ Metal Halide
- ☐ Incandescent
- ☐ LED
- ☐ Other _____

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
- ☐ High Pressure Sodium Vapor
- ☐ Low Pressure Sodium Vapor
- ☐ Mercury Vapor
- ☐ Metal Halide
- ☐ Incandescent
- ☐ LED
- ☐ Other _____

Watts per lamp: _____ Number of lamps/fixtures: _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION
Attachment B – Additional Information

5. Natural Gas Common Use Area Services:

Please provide the natural gas load information for additional facilities and equipment that serves the common use areas that could not be documented in Section 6 of this MHP Application

Provide additional sheet as necessary

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

GAS SAMPLE FORM 79-1165
MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT

Please Refer to Attached
Sample Form

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT

This Mobilehome Park Utility Conversion Program Agreement ("Agreement") is made and entered into by and between _____ ("MHP Owner/Operator"), a _____ organized and existing under the laws of the state of _____, and the Utility, "Pacific Gas and Electric Company" ("PG&E" or "Utility"), a corporation organized and existing under the laws of the state of California. MHP Owner/Operator and PG&E may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, PG&E offers a ten-year program under the direction of the California Public Utilities Commission ("CPUC" or "Commission") pursuant to Decision 20-04-004 whereby master-metered Mobilehome Parks ("MHP") may elect to convert to direct utility service, with eligible costs for "To-the-Meter" and "Beyond-the-Meter" work to be borne by PG&E (MHP Program).

WHEREAS, MHP Owner/Operator desires to convert the master-metered system(s) in its MHP to direct service from PG&E under the MHP Program.

In accordance with the foregoing premises, the Parties agree as follows:

1. General Description of Agreement

1.1. This Agreement is a legally binding contract. The Parties agree to be bound by the terms and conditions set forth herein, incorporated herein by reference, and the requirements of Electric and Gas Rule 28 ("MHP Rules"). This Agreement and the MHP Rules shall govern the conversion of the entire private owned and operated electric and/or natural gas distribution system servicing the MHP to direct PG&E electric and/or gas distribution and service, including all HCD permitted Mobilehome Spaces (MH-Space), eligible common areas, permanent buildings, and/or structures that currently have utility service.

Utility service to be converted to direct PG&E service (check one)
☐ Electric Only ☐ Gas Only ☐ Electric & Gas

If the gas or electric service at the MHP is provided by a different Utility, please provide the name of the Utility who provides the other service.

☐ Electric ☐ Gas Name of Utility: _____

1.2. Prior to signing this Agreement, the MHP Owner/Operator would have already submitted the California Public Utilities Commission (CPUC or Commission's) "Form of Intent" and the MHP Application (Form 79-1164), and continue to be bound by the terms set forth in those documents.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

1.3. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of occupied residential MH-Spaces permitted by the California Department of Housing and Community Development or its designed agency, within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH-Space permitted by the California Department of Housing and Community Development or its designed agency, that are designated on the MHP Application that are currently able to receive electric and/or gas service from the existing master-metered system (Legacy System)

1.4. The MHP Owner/Operator must provide the following documents with the MHP Agreement pursuant to MHP Program criteria in MHP Rules: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) if the MHP is operated on leased real property, proof that the land lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utilities; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).

1.5. This Agreement Commission conforms to (D.)20-04-004 and has been approved by the CPUC for use between PG&E and the MHP Owner/Operator. The terms and conditions of this Agreement may not be waived, altered, amended or modified, except as authorized by the CPUC. 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.

2. Representations

2.1. Each Party agrees to the terms and conditions of the MHP Program as stated in this Agreement, the MHP Application and MHP Rules. All tariffs associated with this Program may be amended from time to time, subject to CPUC approval.

2.2. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for such Party in the execution of this Agreement.

2.3. Each Party represents that: (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate entities; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

2.4. Each Party shall (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable regulations, laws, City and County ordinances and recognized professional standards.

3. Submittal of Agreements and Documents

3.1. Upon receipt of the Agreement, the MHP Owner Operator will have thirty (30) calendar days to sign and submit the Agreement to PG&E.

3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. PG&E and the Commission encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. PG&E reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs as specified in Section 10 of this Agreement.

3.3. Agreements and documents shall be mailed to:

Mobilehome Park Utility Conversion Program
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10B
San Francisco, CA 94105-1814

4. Contractor selected by the MHP Owner/Operator to Perform "Beyond-the-Meter" Work

4.1. MHP Owner/Operator shall select a qualified, licensed contractor to perform the "Beyond-the-Meter" work at the MHP and shall consult and coordinate with PG&E on such selection. The MHP Owner/Operator shall provide in Attachment B, multiple bids (where applicable at least three) from contractors for proposed "Beyond-the-Meter" work during the time frames specified by PG&E.

4.2. If PG&E and the MHP Owner/Operator fail to agree upon the qualifications of the contractor selected to perform "Beyond-the-Meter" work, the CPUC's Safety and Enforcement Division (SED) will be consulted to resolve the dispute.

4.3. The Contractor shall be selected based on the "most cost-effective option". PG&E reserves the right to review the reasonableness of bids for "Beyond-the-Meter" work that are received by the MHP Owner/Operator. PG&E and the CPUC encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).

4.4. The MHP Owner/Operator understands and agrees that neither PG&E's consultation and coordination with the MHP Owner/Operator regarding the selection of a Contractor, nor its review of bids or other pricing terms, constitutes an endorsement by PG&E of said Contractor or its work. Further, the MHP Owner/Operator understands and agrees that PG&E makes no guarantee or warranty, either

expressed or implied, with respect to the Contractor's work. The MHP Owner/Operator understands and agrees that PG&E will not be liable for any claims related to "Beyond-the-Meter" facilities, including but not limited to claims related to the planning, design, construction and/or maintenance of such facilities, and the MHP Owner/Operator agrees to indemnify, defend and hold harmless PG&E and its officers, directors, employees and/or agents from and against any such claims.

5. MHP Owner/Operator Responsibilities

5.1. The MHP Owner/Operator will continue to have sole responsibility for compliance with all applicable laws governing Mobilehome Parks and compliance with the MHP's own Rules and Regulations.

5.2. Easements

5.2.1. The MHP Owner/Operator shall provide or assist in obtaining rights-of-ways or easement as required by the Utility's Distribution and Service Extension Rules (Rule 15 & 16) and (D.) 20-04-004.

5.2.2. PG&E shall at all times have the right to enter and leave the park for any purpose connected with the furnishing of electric /gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, and under all applicable PG&E tariffs.

5.3. Engineering and Planning – Electric Distribution System

5.3.1. The "Beyond-the-Meter" electrical system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of service equipment. Required permits must be obtained and shall be available for inspection by PG&E.

5.3.2. PG&E will normally design and install a single phase, 120/240 volts, 100-ampere electric meter service equipment at each individual MH-Space. Any requests for service modifications beyond the 100-ampere electric service or relocations beyond what is being provided by the MHP Program will be handled under PG&E's current Rules and Tariffs.

5.4. Engineering and Planning – Gas Distribution System

5.4.1. The "Beyond-the-Meter" gas system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of gas house lines. Required permits must be obtained and shall be available for inspection by the UTILITY.

5.4.2. PG&E will design and install a natural gas service line to deliver sufficient volume at PG&E's standard delivery. Any requests for service modifications

beyond the standard delivery or relocations beyond what is being provided by the MHP Program will be handled under PG&E's current Rules and Tariffs.

5.5. Engineering and Planning – General

5.5.1. MHP Owner/Operator shall ensure that any proposal for "Beyond-the-Meter" work prepared or received by the MHP Owner/Operator is based on a full knowledge of all conditions that would affect the cost and conduct of the conversion. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to PG&E the physical conditions at the work site, including as applicable, potential cultural sites, potential environmental issues, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; the extent of established lines and levels. MHP Owner/Operators who fail to disclose potential issues during the design phase risk removal from the program by PG&E.

5.5.2. MHP Owner/Operator will at all times own and is responsible for the "Beyond-the-Meter" utility service facilities.

5.5.3. Requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator and such modifications and additional incremental costs, will be the sole responsibility of the MHP Owner/Operator. Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rule and Regulations. PG&E will process such requests under current applicable tariffs. Such requests for "To-the-Meter" services may require a separate service extension contract and shall be done in accordance with the effective service extension tariff. To the extent not covered by separate contract, costs for such requests are shown in Attachments C, D and E, attached hereto and incorporated herein. All costs not covered by the MHP Program must be paid in full to PG&E prior to or with the submittal of the MHP Agreement in order for the construction phase to begin.

5.5.3.1. The MHP Owner/Operator, or its representative, is responsible to collect any and all fees associated with "To-the-Meter" service modifications that are not covered by the MHP Program that were requested on behalf of the MH-Owner and due to PG&E under the current Rules and Tariffs and forward those payments to the appropriate Utility.

5.5.3.2. "Beyond-the-Meter" service modifications that are not covered by the MHP Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below ground installations), will not be eligible for reimbursement from PG&E.

5.5.3.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order that may require redesign and/or re-engineering. Additional redesigned and/or re-engineered costs will not be eligible for reimbursement from PG&E and will be the sole responsibility of the requesting party.

5.5.4. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by PG&E and/or the contractor. Temporary facilities may include, but is not limited to, storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP. Relocation or removal of such items will not be eligible for reimbursement from PG&E.

5.5.5. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the park's common area, such as the office, clubhouse, laundry facilities, streetlights, etc., and their associated "Beyond-the-Meter" facilities. Utility meters will be installed to serve these facilities. MHP Owner/Operator will be responsible payment of Utility bills associated with such meters. Additional facilities that may be requested (e.g. streetlight fixtures) and associated energy charges for the common area facilities will be based on the applicable tariff and will not be eligible for reimbursement from PG&E.

5.6. Existing Distribution System (Legacy System)

5.6.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submeter system ("Legacy System") and continue to provide utility service to the MHP residents until cutover to the new direct PG&E service system. At all times, the Legacy System will remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (if required), decommissioning and any environmental remediation.

5.6.2. If the MHP has an existing propane gas distribution system, PG&E will, upon request, replace it with a natural gas distribution system, provided that; 1) the Utility offers natural gas service and the MHP is located within the franchise area that the Utility serves; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be replaced under the Utility's existing Distribution and Service Extension Rules (Rule 15 & 16) and would not qualify under the MHP Program.

5.7. Permits

5.7.1. Except for the routine, ministerial construction permits to be acquired by PG&E pursuant to Section 6 of this Agreement, the acquisition of all other permits that may be necessary will be the responsibility of the MHP Owner/Operator. This includes, but not limited to, the following:

- Environmental and governmental agency permits.
- Caltrans permits.
- Railroad permits.
- HCD and/or local City and County building permits for electric and/or gas service work necessary to install new service delivery facilities including, but not limited to, gas house lines, electric meter pedestals, and terminations
- Permits for the abandonment of the Legacy System.

The work performed by the MHP Owner/Operator's Contractor will include submittal of permits associated with all "Beyond-the-Meter" work to the agency with jurisdictional authority and such permits will be reimbursable under the MHP Program. Permitting costs related to the abandonment of the Legacy System will not be reimbursable under the MHP Program and are the responsibility of the MHP Owner/Operator.

PG&E may assist the MHP Owner/Operator in preparation and submittal of all other permit applications, but construction permits not covered by PG&E will be paid by the MHP Owner/Operator.

5.8. Environmental, Endangered Species and Cultural Resources Review

5.8.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues, and the costs associated with those efforts, are the sole responsibility of MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority. No utility shall assume any remediation responsibility and utility ratepayers shall bear no costs associated with any required remediation.

5.8.2. Any environmental, endangered species and cultural resources issues that are identified during the conversion will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall resolve these issues prior to work resuming at the MHP. MHP Owner/Operator may be granted additional time by PG&E to resolve environmental, endangered species and cultural resources issues prior to completing the conversion, however, such time will not exceed the period of the MHP Program, unless approved by the CPUC.

5.9. Outreach and Education

5.9.1. The MHP Representative will be the liaison for the MHP Owner/Operator and will be responsible for relaying project information to MHP Residents and to PG&E. The MHP Representative shall provide status updates to the MHP Owner/Operator and the MHP Residents from PG&E and provide timely status updates from contractor and MHP Owner/Operator to Utility.

5.9.2. All costs associated with the MHP Representative in performing the duties associated with the Program will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Program.

5.9.3. The MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Program that are intended for the MHP residents. The MHP Representative shall distribute the information to the residents in a timely manner in accordance to MHP's Rules and Regulations

5.9.4. The MHP Owner/Operator must allow PG&E to directly contact the MHP residents during the project regarding the MHP Program, account setup and other utility programs. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement (Attachment A). The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information.

5.9.5. The MHP Representative shall ensure that its contractor works with PG&E and keeps the MHP residents informed of the status of the "Beyond-the-Meter" work. Communications will include notices such as temporary outages, detours or street closures. The MHP Representative will also ensure that such notices will remain consistent with PG&E communications and be distributed in a timely manner.

5.10. Construction

5.10.1. Construction of the conversion project may commence after compliance with Section D.3.b of the MHP Rules.

5.10.2. The MHP Owner/Operator shall work cooperatively with PG&E to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of PG&E's construction materials and equipment during the project.

5.11. Cutover / Completion of Conversion

5.11.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.

5.11.2. Cutover cannot occur until PG&E is satisfied that 24 hour access is available to all utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a utility approved locking device with a utility keyway.

Where electronic gates may be involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller.

5.11.3. The MHP Owner/Operator is responsible for discontinuing MHP utility service to all qualifying MH-spaces no later than 90 days after PG&E is ready to cutover all qualifying MH-spaces to direct Utility service.

5.11.4. If requested by PG&E, the MHP Owner/Operator shall require Contractor to be available perform joint cutover with PG&E for the individual services within the MHP.

5.11.5. If requested by the Utility, the MHP Owner/Operator shall have their Contractor purge the gas legacy master-meter system of unpressurized gas to ensure safety of the disconnected gas system.

6. Utility's Responsibilities

6.1. Engineering and Planning

6.1.1. PG&E will design and install the new "To-the-Meter" electric and/or gas distribution and service system for the MHP to meet current PG&E design standards and applicable codes, regulations and requirements based on the most economic, convenient and efficient service route.

To the extent possible, PG&E will design and install the new distribution and service system up to the Service Delivery Point on a "like for like" basis to the existing system. For example, an existing 200 ampere overhead electric service will be replaced with a 200 ampere overhead electric service. If both electric and gas are requested to be replaced and electric service is provided overhead, PG&E will have the option to offer underground electric service if it is cost effective to do so. If gas service is located above ground, PG&E will underground the gas service as well as the electric service, if present.

6.1.2. PG&E will prepare a preliminary design package for the new electric and/or gas system and prepare all necessary land rights documents.

6.1.3. PG&E will consult with the MHP Owner/Operator to identify the location of each electric and/or gas meter and any protection required for the metering service equipment. PG&E will have the final approval of the location of the meter.

6.1.4. PG&E will include with the MHP Program additional reasonable services for common use areas at the discretion of the Commission Safety Enforcement Division within the MHP that will be served under commercial rate schedules.

6.1.5. PG&E will design and install the "To-the-Meter" facilities to accommodate a service equivalent to the existing service. If the existing electric service is less than 100 amperes, the utility will design and install "To-the-Meter" facilities to accommodate 100 ampere service as part of the MHP Program.

6.1.6. With the exception of the 100 ampere minimum electric service, any requests for service upgrades or relocations beyond what is being provided by the MHP Program will be handled under PG&E's current Rules and Tariffs. Such requests may be made by the MHP Owner or the individual MHP residents, and such upgrades and additional incremental costs will be the sole responsibility of the requesting party.

6.1.7. If applicable, PG&E will design and install a natural gas service line at each individual MH-Space to deliver sufficient volume at PG&E's standard delivery.

6.1.8. Vacant MH-Spaces will receive a stub to the location of the future "Service Delivery Point" during the MHP Program. When a previously vacant space becomes occupied subsequent to cutover, a line extension contract will be required to extend service per normal line extension rules (Rule 16).

6.2. Permits

6.2.1. PG&E will acquire routine, ministerial construction permits, such as encroachment permits necessary for trenching within public rights-of-way.

6.2.2. PG&E will review all permits prior to construction. No work will be performed by PG&E or the Contractor under the MHP Program until the MHP's Owner/Operator and/or PG&E obtains the required permits.

6.3. Environmental and Cultural Resources Review

6.3.1. PG&E shall conduct a "desktop" environmental, endangered species and cultural resources review of the proposed work at the MHP. If such review indicates any environmental, endangered species and cultural resources issues, PG&E will immediately suspend of work at the MHP. PG&E will not resume work until it has received authorization from appropriate experts and/or agency with jurisdictional authority. PG&E assumes no remediation responsibility or liability. Costs for remediation are not eligible for reimbursement from the MHP Program.

6.4. Outreach and Education

6.4.1. PG&E will work with the MHP Owner/Operator and/or the MHP Representative on outreach and education to MHP residents.

6.4.2. During the construction phase, PG&E will work with the MHP Representative to keep the MHP residents informed of the status of the project, including notice of temporary outages, detours or street closures, and other issues related to the project. Information provided by PG&E will include, but is not limited to, "transition kits" for the MHP residents with information about construction work impacts, timing, account setup instructions, utility programs and services such as California Alternate Rate for Energy (CARE), medical assistance program, energy efficiency and demand response opportunities. PG&E will work with the

MHP Representative to ensure all notices and project information is communicated and distributed in a timely manner.

6.4.3. PG&E will manage communications with the Commission, California Department of Housing and Community Development (HCD), other utilities, local government, local media, and other parties, as necessary, regarding the MHP Program activities.

6.5. Construction

6.5.1. PG&E will install, or select a qualified licensed contractor to install the new "To-the-Meter" electric and/or gas distribution systems that will meet all current electric and/or gas design standards, applicable codes, regulations and requirements. Facilities and services installed will be based on the agreed upon design.

6.5.2. PG&E will consult and coordinate conversion activities with other utilities that may also serve the MHP, including municipal utilities, water, cable and telecommunication providers, to ensure efficiency and avoid unnecessary disruption and/or costs.

6.5.3. PG&E may commence conversion after compliance with Rule 28, D.3.b. PG&E may elect to wait until the MHP Owner/Operator can demonstrate construction of the "Beyond-the-Meter" facilities have been substantially completed, such facilities have been approved by the governing inspection authority and PG&E receives a copy of any inspection report or verification to begin construction. PG&E may also commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by PG&E and/or as scheduling and availability permits.

6.5.4. PG&E shall not remove the existing legacy system, unless necessary and the system shall be abandoned in place and PG&E shall isolate the new and existing legacy systems. PG&E shall not incur any expenses associated with the removal or retirement of the existing system under the conversion program. Should removal of the legacy distribution system be necessary to complete the conversion to direct utility service from PG&E, such costs may at PG&E's discretion be included in the MHP Program if it is necessary and can be done so efficiently.

6.6. Cutover / Completion of Project

6.6.1. PG&E will own, operate, and maintain all "To-the-Meter" electric and/or gas distribution and service systems within the MHP. Upon completion of the conversion, the facilities will be managed under and subject to Rule 15 and Rule 16 and other applicable tariffs.

6.6.2. If necessary, PG&E will coordinate with the Contractor to jointly meet to perform joint cutover with PG&E for the individual services within the MHP.

6.6.3. PG&E will reimburse the MHP Owner/Operator for all qualifying "Beyond-the-Meter" work as summarized in Attachment C.

6.6.4. PG&E or its Contractor shall purge the gas Legacy System of unpressurized gas to ensure safety of the disconnected system.

7. Safety

7.1. IMPORTANCE OF SAFETY: The Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Program and Parties are responsible for performing the work in a safe manner. Parties shall plan and conduct the work, and shall require all contractors and subcontractors to abide by all safety requirements incorporated herein and to perform their portion of the work, in accordance with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. The MHP Owner/Operator shall require its Contractor to provide necessary training to its employees and Subcontractors to inform them of the foregoing safety and health rules and standards. Should PG&E at any time observe the contractor, or any of its subcontractors, performing the work in an unsafe manner, or in a manner that may, if continued, become unsafe, then PG&E shall have the right (but not the obligation) to require the MHP Owner/Operator to stop contractor's work affected by the unsafe practice until contractor has taken corrective action so that the work performance has been rendered safe.

7.2. Regulations and Conduct of Work: MHP Owner/Operator shall assure that its contractor plans and conducts the work to safeguard persons and property from injury. MHP Owner/Operator shall direct the performance of the work by its contractor in compliance with reasonable safety and work practices and with all applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health, including the wearing of "hard hats" at the worksite if applicable. Work in areas adjacent to electrically energized facilities and/or operating natural gas facilities shall be performed in accordance with said practices, laws, rules, and regulations. PG&E may designate safety precautions in addition to those in use or proposed by contractor. PG&E reserves the right to inspect the work and to halt construction to ensure compliance with reasonable and safe work practices and with all applicable federal, state, and local laws, rules, and regulations. Neither the requirement that contractor working on behalf of the MHP Owner/Operator follow said practices and applicable laws, rules, and regulations, nor adherence thereto by contractor, shall relieve MHP Owner/Operator of the sole responsibility to maintain safe and efficient working conditions.

7.3. Additional Precautions: Upon PG&E's request, the MHP Owner/Operator shall require its contractor to provide certain safeguards not in use but considered necessary and if contractor fails to comply with the request within a reasonable time, PG&E may provide the safeguards at MHP Owner/Operator's expense. Failure to

comply with safety precautions required by PG&E may result in termination of the Agreement for cause.

7.4. Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to PG&E, MHP Owner/Operator, contractors, subcontractors, MHP residents, and/or the general public. Upon notice, the responsible party shall investigate the potential safety hazard, and if necessary, take actions to remedy the situation.

7.5. The MHP Owner/Operator shall be responsible for notifying local emergency services, if required, about pending road closures or detours that may affect life safety and services to the MHP and MHP residents.

8. Delay and Suspension of Work

8.1. Suspension of Work by PG&E: PG&E reserves the right to suspend the work under the MHP Utility Conversion Program to serve the needs of the greater public.

8.2. Notification of Delays: MHP Owner/Operator shall cause contractor to promptly notify PG&E in writing of any impending cause for delay that may affect PG&E's schedule. If possible, PG&E will coordinate and assist contractor in reducing the delay.

8.3. Delays by MHP Owner/Operator: No additional compensation or other concessions will be allowed to the MHP Owner/Operator for expenses resulting from delays for which MHP Owner/Operator is responsible. If, in PG&E's opinion, the delay is sufficient to prevent MHP Owner/Operator's compliance with the specified schedule, MHP Owner/Operator shall accelerate the work by overtime or other means, at MHP Owner/Operator's expense, to assure completion on schedule.

9. Termination

9.1. Either Party may, at its option, terminate upon 30 day written notice to the other Party.

9.1.1. PG&E may cancel or suspend this Agreement for, but not limited to, the following situations:

9.1.1.1. The failure, refusal or inability of the MHP Owner/Operator to perform the work in accordance with this Agreement for any reason (except for those reasons that are beyond MHP Owner/Operator's control) after receiving notice from PG&E and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at PG&E's option, safety or security violations may result in immediate termination; or

9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate its responsibilities under this Agreement within six (6) months of the execution of this Agreement; or

9.1.1.3. The failure or inability of the MHP Owner/Operator to complete the work and be ready to receive service from PG&E within twelve (12) months of the execution of this Agreement; or

9.1.1.4. A legal action is placed against the MHP Owner/Operator which, in PG&E's opinion, may interfere with the performance of the conversion.

9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:

9.1.2.1. Reimburse PG&E for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MH-Space or common area. PG&E's costs may include, but is not limited to, "To-the-Meter" labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work; and

9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work that did not result in a direct PG&E service of an individual MH-Space; and

9.1.2.3. Repay in full to PG&E any reimbursements paid to the MHP Owner/Operator for partial work completed by its contractor.

9.1.3. In the event of termination, PG&E shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of cancellation that resulted in direct PG&E service which are of benefit to PG&E. In no event shall PG&E be liable for lost or anticipated profits or overhead on uncompleted portions of the work due to termination.

9.1.4. Cancelled MHP Agreement may, at the Utilities option, result in the removal the MHP from the MHP Program and the selection of the next MHP that is on the waiting list for the MHP Program.

9.1.5. MHP Owner/Operator shall be liable for additional costs to PG&E arising from termination. PG&E may terminate this Agreement, suspend work and/or the MHP Program if directed to do so by the CPUC. Liability of incomplete projects will be determined by the CPUC.

10. Costs Covered by the MHP Program and Reimbursement to MHP Owner/Operator

10.1. All costs incurred by PG&E to provide "To-the-Meter" facilities for a typical utility service for each qualifying MH-Space will be covered under the MHP Program.

10.2. Requests for service entrance relocations, rearrangements and upgrades are not covered under the MHP Program.

10.3. Additional reasonable services at the discretion of the Commission Safety and Enforcement Division for common use areas within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP Utility Conversion Program and will not provide "Beyond-the-Meter" reimbursements for these common area services. PG&E will not provide the service panel.

10.4. PG&E will reimburse the MHP Owner/Operator based on the invoice for the "Beyond-the-Meter" to be performed by the contractor. The amount that is eligible for reimbursement for the "Beyond-the-Meter" work shall not exceed the "Cost Covered by the MHP Program" amount listed on Attachment C, without prior written approval from PG&E. PG&E will review all invoices received for the "Beyond-the-Meter" work by the contractor and will reimburse the MHP Owner/Operator for all prudently occurred and reasonable construction expenditures. The MHP Program will not cover or reimburse costs for any modification or retrofit of the mobilehome or manufactured home.

10.5. As soon as practicable and after any jurisdictional authorities have inspected and approved operation of the "Beyond-the-Meter" work, the MHP Owner/Operator may submit invoices to PG&E for "Beyond-the-Meter" work. Invoices submitted shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MH-Space compared to the total number of eligible MH-Spaces at the MHP. The final reimbursement for the "Beyond-the-Meter" work will be paid to the MHP Owner/Operator after the final cutover has been completed and the entire MHP has been converted to direct PG&E service.

10.6. Invoices shall include a listing of MH-Spaces that completed the service conversion, and an itemized list and costs for equipment, materials, and labor for "Beyond-the-Meter" facilities that are both covered and not covered by the MHP Program.

11. Nondisclosure

11.1. Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Without limiting the foregoing, Confidential Information shall also include information provided by the MHP Owner/Operator regarding the MHP residents. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential

information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.

11.2. Notwithstanding the foregoing, Confidential Information may be disclosed to the CPUC and any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

12. Indemnification

12.1. MHP Owner/Operator shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, MHP Owner/Operator, Contractor or Subcontractor; injury to property of PG&E, MHP Owner/Operator, Contractor, Subcontractor, or a third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with MHP Owner/Operator performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active gross negligence or willful misconduct of PG&E, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless PG&E from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which PG&E shall have no liability. A utility shall have no liability for the MHP master-metered system (referred to as legacy systems), or the “Beyond-the-Meter” infrastructure installed during conversion, and the MHP owner will hold harmless, defend and indemnify PG&E from all causes of action or claims arising from or related to these systems.

12.2. MHP Owner/Operator acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

12.3. MHP Owner/Operator shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. MHP Owner/Operator shall pay all costs

that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

13. Compliance with Laws and Regulations

13.1. During the performance of the Work, MHP Owner/Operator, contractor and its subcontractors, agents and employees shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations and orders made or promulgated by any government, government agency or department, municipality, board, commission or other regulatory body; and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations or plans.

13.2. MHP Owner/Operator shall require any contractor or subcontractor to whom any portion of the work to be performed hereunder may be contracted to comply with provisions of this paragraph, and agrees to save and hold PG&E harmless from any and all penalties, actions, causes of action, damages, claims and demands whatsoever arising out of or occasioned by failure of MHP Owner/Operator and Contractor or a Subcontractor to make full and proper compliance with said bylaws, rules, regulations, laws, orders, stipulations or plans.

14. Governing Law

This Agreement shall be deemed to be a contract made under laws of the State of California and for all purposes shall be construed in accordance with the laws of said state.

15. Entire Agreement

This Agreement consists of, in its entirety, Mobilehome Park Utility Conversion Program Agreement and all attachments hereto, the MHP Application and PG&E's Electric and Gas Rule 28. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

16. Enforceability

If any provision of this Agreement thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

17. Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a

public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure Event"), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch.

18. Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

Name of Mobilehome Park	**PACIFIC GAS AND ELECTRIC COMPANY**
Company Name of Owner/Operator	
Signature	*Signature*
Print Name	*Type/Print Name*
Title	*Title*
Date	*Date*

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT
Attachment A
Documents and Declaration

A. Additional Documentation

As described in the Applicability Section of Rule 28 (Section A.1) and Section 1.4 of the Agreement the MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Mobilehome Park Utility Conversion Program:

1. The MHP Owner/Operator must provide a copy of a valid operating license from the governmental entity with relevant authority; (Required)

2. If the MHP is operated on leased real property, a copy of the land lease agreement must be provided. The land lease agreement must supply proof that the lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utilities.

As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement. The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information.

Please attach copies of the above required documents to this page (Attachment A – Required Documents) of the Mobilehome Park Utility ConversionProgram Agreement.

B. Declaration of Non-Condemnation

In accordance with CPUC Decision (D.) 20-04-004, and subject to the requirements of Gas and Electric Rule 28, all MHP participating in the MHP Utility Conversion Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.

I, _____, (print name of authorized signatory) declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the MHP Owner/Operator and declare that the Mobilehome Park is not subject to any enforceable condemnation order or to pending condemnation proceedings.

_____	_____
Name of Mobilehome Park	Authorized Signature
_____	_____
Company Name of Owner/Operator	Print Name
_____	_____
Date	Title

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment B
Contractor Selection

MHP Owner/Operator shall select a qualified, licensed contractor to perform "Beyond-the-Meter" work to MH-Spaces and shall consult and coordinate with PG&E on such selection and provide information about the selected contractor below.

Selection of the contactor shall be based on the "most cost-effective option." PG&E reserves the right to review the reasonableness of the bids received by the MHP Owner/Operator to perform the "Beyond-the-Meter" work. PG&E and the Commission encourage consultation and coordination between the Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

If PG&E and the MHP Owner/Operator fail to agree upon the qualifications of the contractor, the CPUC's Safety and Enforcement Division (SED) will be consulted to resolve the dispute.

In all instances, the work performed by the contractor must meet PG&E's current standards as specified in the Utility's Electric and/or Gas Service Requirement manual and have approval from applicable governing inspection authority(ies).

- Contractor Name: _____

  State Contractor License #: _____

  Contact Person: _____

  Title: _____

  Address:_____

  City:_____ State _____ ZIP: _____

  Day Phone: _____

  Cell Phone: _____

  Fax: _____

  Email Address _____

  Total Estimated Cost to Perform all "Beyond-the-Meter" work for the MHP (See Attachments C) $ _____

Secondary Contractor (if required)

- Contractor Name: _____

State Contractor License #: _____

Contact Person: _____

Title: _____

Address:_____

City:_____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address _____

Total Estimated Cost to Perform all "Beyond-the-Meter"
work for the MHP (See Attachments C) $ _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Project

MHP Owner/Operator: _____

Project Name: _____

Address: _____

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 20-04-004, and subject to the requirements of Gas and Electric Rule 28, PG&E is offering the Mobilehome Park Utility Conversion Program to convert existing privately owned master-meter/sub-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities ("MHP"), to direct PG&E service for each individual space within MHP.

Utility service to be converted to direct PG&E service (check one)

☐ Electric Only ☐ Gas Only ☐ Electric & Gas

The number of MH-Spaces that will be eligible for conversion to direct PG&E service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of residential MH-Space spaces within the MHP and that are designated on the MHP Application. PG&E will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules.

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Program. Any additional common use area meters and services that are not provided by the program will be designed and installed under the guidance of the Service Relocation and Rearrangement section of Gas and Electric Rule 16.

Table C.-1 Illustrate the financially responsible party for the "To-the-Meter" and "Beyond-the-Meter" services under the MHP Program

	"To-the-Meter" Facilities and Equipment installed by PG&E Financially Responsible Party			**"Beyond-the-Meter"** Facilities and Equipment installed by Contractor Financially Responsible Party		
Table C-1	Covered by MHP Program	MHP Owner/ Operator	Requesting MH Owner	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting MH Owner
Service to Individual MH-Spaces	X			X		
Service to Common Use Areas	X				X	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes where the MHP lots are owned by the resident residing on the lot			X			X
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space in where the lots are not owned by the resident residing on the lot (leased or rented spaces)		X			X	

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Project

A. PG&E's Estimated "To-the-Meter" Project Costs Not Covered by the Program
(To be completed by PG&E[1]

		Costs Not Covered by the MHP Program
Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, and surface repair activities [Project Cost to design and install "To-the-Meter" Facilities for the MHP]		$ _____
Electric System – Includes, but is not limited to, installation of cables, switches, transformers, SmartMeters™, conduits and substructures, and other facilities required to complete the distribution and service line extensions [Service upgrades or rearrangements requested on behalf of the MHP Owner/Operator not covered by the MHP Program].		$ _____
Gas System – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Program].		$ _____
Other – Includes, but is not limited to, easement estimate, SmartMeter™ network upgrade, and other cost associated with the project.		$ _____
		_____
PG&E's Total Estimated "To-the-Meter" Project Costs Not Covered by the Program	$	$ _____

[1] Service Upgrades beyond what is being provided by the program are listed on Attachment C.

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Project

B. MHP Owner/Operator's "Beyond-the-Meter" Project Costs
(To be completed by the MHP Owner/Operator, Attach Contractor's Job Estimate to Attachment C)

		Cost Covered by the MHP Program	Costs Not Covered by the MHP Program[2]
Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.		$ _____	$ _____
Electric System – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.	Materials:	$ _____	$ _____
	Labor:	$ _____	$ _____
Gas System – Includes, but is not limited to, houseline plumbing from the PG&E riser to the customer connection including labor and materials.	Materials:	$ _____	$ _____
	Labor:	$ _____	$ _____
Other – Includes, but is not limited to, permits as provided by contractor.		$ _____	$ _____
MHP Owner/Operator's Total Estimated "Beyond-the-Meter" Project Costs		$ _____	$ _____

C. Estimated Cost for MHP Service Conversion Project (A + B)		$ _____	$ _____
D. Number of MH-Spaces		_____	
E. Average Cost per MH-Space		$ _____	$ _____

[2] Provided breakdown of charges not covered by the program on Attachment C.

MOBILEHOME PARK PILOT SERVICES UTILITY CONVERSION PROGRAM AGREEMENT

Attachment D – Costs That The MHP Resident is Responsible for that is Not Covered Under The MHP

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Any service modifications and associated costs beyond what is being provided by the MHP Program as described in Gas Rule No. 28 and the Mobilehome Park Utility Conversion Program Agreement will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. Request for additional common use area meters and services that are not provided by the MHP Program, but approved by PG&E, will be designed under the guidance of the Utilities' Rules for Service Relocation and Rearrangement. Service modifications and relocations for MH-Spaces in a MHP where the lots are not owned by the resident residing on the lot (leased or rented spaces), must be requested by and is the responsibility of the MHP Owner/Operator.

The following service modifications have been requested by the MHP Owner and/or the MHP resident(s) (If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.)

_____

_____

A. Total Amount Due by MHP Owner/Operator for Service Modification and/or services not covered by the Program

1. Amount Due from MHP Owner/Operator to PG&E

- Amount due to PG&E for "To-the-Meter" work not covered by the MHP Program. $ _____
- Amount due to PG&E for "To-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas $ _____

Total $ _____

2. Amount Due from MHP Owner/Operator to the Contractor

- Amount due to the Contractor for "Beyond-the-Meter" Work for common use areas. $ _____
- Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas $ _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment D –
Costs That The MHP Owner/Operator is Responsible for that is Not Covered Under The MHP Program

3. Total amount due from MHP Owner/Operator for service modifications not covered by the MHP Program $ _____

Itemized Service Modifications or other services not covered by the MHP Program (Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

"To-the-Meter" Costs Not Covered By the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond-the-Meter" Costs Not Covered By the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment E –
Costs That The MH-Owner is Responsible for that is Not Covered Under The MHP Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities, where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rules and Regulations. These modifications, and associated costs, would be the responsibility of the requesting MH resident and will be handled under PG&E's current applicable Tariffs. All other requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program must be made by the MHP Owner/Operator and documented in Attachment D.

The MHP Owner/Operator is responsible to collect any and all fees associated with service modifications that were requested on behalf of the MH residents where the MHP lots are owned by the resident and forward those payments to PG&E with this Agreement.

A. Total Amount Due by MH Residents where the MHP lots are owned by the resident for Service Modification and/or services not covered by the Program

1. Amount Due from MH Residents to PG&E

   - Amount due to PG&E for "To-the-Meter" work not covered by the MHP Program. $ _____

2. Amount Due from MH Residents to the Contractor

   - Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MH Residents. $ _____

3. Total Owned by MH Residents for the MHP Program $ _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment E –
Costs That The MH-Owner is Responsible for that is Not Covered Under The MHP Program

Itemized Service Modifications or other services not covered by the MHP Program
(Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

"To-the-Meter" Costs Not Covered By the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond-the-Meter" Costs Not Covered By the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost

Gas Sample Form No. 79-1166
Non-Disclosure Agreement

Sheet 1

Please Refer to Attached
Sample Form

NON-DISCLOSURE AGREEMENT
FORM 79-1166

THIS AGREEMENT is by and between _____ ("Recipient"), and _____ ("Pacific Gas and Electric Company" or "PG&E") on _____ ("Effective Date") and, if applicable, terminating on _____. This Agreement is entered into pursuant to California Public Utilities Commission Decision 14-05-016 (the "Commission Order") requiring that PG&E disclose certain information as specified in the Commission Order.

Subject to the Commission Order and this Agreement, Recipient and PG&E agree as follows:

1. This Agreement is limited to information and data as identified in Exhibit A to this Agreement, which is in the possession or control of the PG&E and for which this Commission Order requires an NDA prior to disclosure to a requesting party (hereinafter "Data"). This Agreement applies to such Data, whether conveyed orally or in written, electronic or other form of media, and whether or not marked as "proprietary," "confidential," or "trade secret." This includes customer-specific billing, credit, or usage information, electricity and/or gas usage information, which has not been publicly disclosed or within the public domain.

2. Protection of Data. In consideration of having access to such Data, and for the purpose specified below in Attachment B, the Recipient shall hold the Data in strict confidence, and not disclose it, or otherwise make it available to any person, entity or third party without the prior written consent of the PG&E. The Recipient agrees that all such Data:

a. Shall be used only for the purpose(s) as identified by Recipient and described below in Attachment B; and for no other secondary purpose; and

b. Shall be used in compliance with all applicable privacy and information security laws and regulations, including, without limitation, California Public Utilities Code Sections 394, 454.5(g) and 8380, California Civil Code Sections 654-655, 1798 et seq., and 3426-3426.11.

c. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically agreed to by Recipient and PG&E, and in conformance with the purpose(s) as identified in Attachment B; and

d. Shall, together with any copies, reproductions, documents or other records thereof, in any form created by the Recipient that contain Data be either (1) returned to PG&E upon completion of services or work product or (2) destroyed, with signed verification, by Recipient upon completion of services or work product described in Attachment B; and

e. Shall not be used to attempt to re-identify individual customers by combining or comparing the Data with other data either alrea3_2021dy available to the Recipient or other publicly available sources of information.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

3. PG&E shall provide the Recipient with access to the Data based on the understanding that the Data is needed by Recipient to implement their research/project or other use as explained in Attachment B.

4. PG&E shall not unreasonably withhold the Data from the Recipient and understands that any such action will impact and potentially hinder the research/project or use.

5. The Recipient agrees that the Data shall be released only to persons or entities involved in the research/project or use set forth in Attachment B, and the Recipient shall inform all persons or entities who have access to the Data that they are subject to the requirements of this agreement and obtain a certificate from each acknowledging that they agree to comply with this agreement.

6. The Recipient shall take all reasonable security precautions to keep confidential the Data provided by PG&E under this agreement. The Recipient is not prohibited from using or disclosing Data: (a) that the Recipient can demonstrate by written records was known to it prior to receipt from PG&E; (b) that is now, or becomes in the future, public knowledge other than through an act or omission of the Recipient; (c) that the Recipient obtains in good faith from a third party not bound by confidentiality obligations to PG&E; (d) that the Recipient develops independently, for which the Recipient can demonstrate by written records that independent development occurred without knowledge or use of the Data received by PG&E; (e) where the Data is not otherwise confidential, and identifying information has been removed such that an individual, family, household or residence, or non-residential customer cannot reasonably be identified or re-identified; or (f) when Data is not otherwise confidential, and is used by another party to perform statistical analysis and the underlying data is never disclosed to that party.

7. The Recipient shall take "Security Measures" with the handling of Data to ensure that the Data will not be compromised and shall be kept secure. Security Measures shall mean reasonable administrative, technical, and physical safeguards to protect Data from unauthorized access, destruction, use, modification or disclosure, including but not limited to:

a. written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing;

b. password protected workstations at Recipient's premises, any premises where Work or services are being performed, and any premises of any person who has access to such Data;

c. encryption of the Data;

d. measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any such Data including, but not limited to, restriction of physical access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in compliance with reasonable security requirements as agreed to between Recipient and Utility.

8. The Recipient upon the discovery of any unauthorized use or disclosure of the Data shall follow the protocol set forth in Attachment C and will cooperate in every reasonable way to help PG&E and the Commission prevent further unauthorized disclosure or use of the Data.

9. Notwithstanding other provisions of this agreement, Recipient may disclose any of the Data in the event it is required to do so by the disclosure requirements of any law, rule, or regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or governmental or regulatory agency of competent jurisdiction. Prior to making such disclosure, Recipient shall provide Utility with no less than 10 days' advance written notice of any such requirement so that Utility may, at its sole discretion, seek a protective order or other appropriate remedy.

10. Recipient may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Utility, which consent shall be at Utility's sole discretion. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Recipient of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this agreement and signed by authorized representatives of both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence by either party, but only by an instrument in writing signed by an authorized representative of the party. No waiver of any provisions of this agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

12. If any provision of this agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. This Agreement shall be governed by and interpreted in accordance with the laws of The State of California, without regard to its conflict of laws principles. In the event of any litigation to enforce or interpret any terms of this Agreement, the parties agree that such action will be brought in the Superior Court of the County of [Specify location], California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court in or closest to [Specify location], and the parties hereby submit to the exclusive jurisdiction of such courts. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

14. Recipient shall be liable for the actions of any disclosure or use by its Representatives contrary to the Commission Order and this Agreement. Except in connection with Recipient's obligations in Section 9 hereof, neither Party shall have any liability to the other for any special, indirect, incidental or consequential loss or damage whatsoever, even if such party has been advised in advance that such damages could occur.

15. Recipient shall defend and hold harmless Utility and its affiliates, officers, directors, employees, agents, representatives, successors and assigns, from and against any and all losses, causes of action, liabilities, damages and claims, and all related costs and expenses, fines, penalties, or interest, including reasonable outside legal fees and costs, arising out of, in connection with, or relating to Recipient's use, maintenance and/or disclosure of Data.

16. Notwithstanding expiration or termination of this Agreement, the obligations of Recipient under this Agreement to protect or (upon termination, destroy) the Data shall continue in perpetuity.

17. All notices to be given under this Agreement shall be in writing and sent by (a) a nationally recognized overnight courier service, in which case notice shall be deemed delivered as of the date shown on the courier's delivery receipt, (b) facsimile or electronic mail during business hours of the recipient, with a copy of the notice also deposited in the United States mail (postage prepaid) the same business day, in which case notice shall be deemed delivered on successful transmission by facsimile or electronic mail, or (c) United States mail, postage prepaid, in which case notice shall be deemed delivered as of two business days after deposit in the mail, addressed as follows:

<u>If to PG&E:</u>

<u>If to Recipient:</u>

The notice information for each Party set forth above may be changed by such Party upon written notice to the Party, provided that no such notice shall be effective until actual receipt of such notice by the other Party. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

18. Neither party shall have any liability to the other for any special, indirect, incidental, punitive, exemplary or consequential losses or damages arising out of this Agreement, including, without limitation, loss of funding, even if such party has been advised in advance that such damages could occur.

19. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

20. Governing Authority. 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.

NON-DISCLOSURE AGREEMENT
FORM 79-1166

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

BY:

	PACIFIC GAS AND ELECTRIC COMPANY
Company	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

NON-DISCLOSURE AGREEMENT

Exhibit A

Requested Information and Data

NON-DISCLOSURE AGREEMENT

Exhibit B

Project/Research Description(s)

NON-DISCLOSURE AGREEMENT

Exhibit C

Security Breach Protocol

Recipient shall immediately notify the Commission and PG&E in writing of any unauthorized access or disclosure of the Data.

a. Recipient shall take reasonable measures within its control to immediately stop the unauthorized access or disclosure of Data to prevent recurrence and to return to Utility any copies.

b. Recipient shall provide the Commission and PG&E (i) a brief summary of the issue, facts, and status of Recipient's investigation; (ii) the potential number of individuals affected by the security breach; (iii) the Data that may be implicated by the security breach; and (iv) any other information pertinent to PG&E's understanding of the security breach and the exposure or potential exposure of the Data.

c. Recipient shall investigate such breach or potential breach, and shall inform PG&E, in writing, of the results of such investigation, and assist PG&E (at Recipient's sole cost and expense) in maintaining the confidentiality of such Data.

d. If requested in writing by PG&E or by the Commission, Recipient will notify the potentially affected persons regarding such breach or potential breach within a reasonable time period determined by PG&E and in a form as specifically approved in writing by PG&E. In addition, in no event shall Recipient issue or permit to be issued any public statements regarding the security breach involving the Data unless PG&E requests Recipient to do so in writing.

NON-DISCLOSURE AGREEMENT

Exhibit D

Non-Disclosure Certificate

I, _____, hereby certify that (i) I am an employee, agent or contractor of [specify Recipient's legal name] ("Recipient"), (ii) I understand that access to Data (as defined in the NDA) will be provided to me pursuant to the terms and restrictions of that certain Non-Disclosure Agreement, dated and effective [specify date set forth in introductory paragraph of NDA], by and between Pacific Gas and Electric Company and Recipient ("NDA"), (iii) I have been given a copy of and have read and understand the NDA, and I agree to be bound by the NDA and all of its terms and restrictions in my capacity as a researcher of Recipient, and (iv) I shall not disclose (other than in accordance with the NDA) to anyone the contents of the Data, or any other form of information, that copies or discloses the Data.

By: _____

Title: _____

Organization: _____

Date:_____

Gas Sample Form No. 79-1167 Sheet 1
Local Governments Terms of Service Acceptance Agreement

Please Refer to Attached
Sample Form

LOCAL GOVERNMENTS TERMS OF SERVICE ACCEPTANCE AGREEMENT

FORM 79-1167

As set forth in Ordering Paragraph 5 and Section 8 of California Public Utilities Decision (D.) 14-05-016, eligible local governments requesting aggregated and anonymous energy usage data pursuant to the Decision must expressly agree to the following terms of service prior to receiving any such data.

a. The local government agrees to use the data for the purposes stated in the request.

b. The local government agrees to not release the data to another third party or publicly disclose the data.

c. Prior to the release of any data to a requesting local government PG&E must inform the Executive Director of the Commission via a formal letter four weeks in advance of the proposed transfer. The letter shall contain the following information:

   1. The purpose identified by the local government requesting data.

      i. A description of the data requested and to be released.

d. The local government agrees to immediately notify the Commission and the utility in writing of any unauthorized access or disclosure of the data.

e. The local government agrees to require all agents, contractors, consultants, or other representatives of the local government that are not employees of the local government to agree to and execute the Non-Disclosure Certificate attached to this agreement, and to provide the utility with copies of all such Non-Disclosure Certificates, prior to any disclosure or use of the data by such agents, contractors, consultants or other representatives.

f. The local government agrees to comply with the laws, rules and orders of the California Public Utilities Commission applicable to the release, use and disclosure of the data, including D.14-05-016.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

g. 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.

Agreed By: _____

Title: _____

Name of Local Government:

_____

Date:_____

Agreed By: _____

Title:_____

On behalf of PG&E

Date: _____

Non-Disclosure Certificate

I, _____, hereby certify that (i) I am an agent, contractor, consultant or representative of [specify local government's name], (ii) I understand that access to energy usage data will be provided to me by [name of local government] pursuant to the terms and restrictions of that certain "Local Government's Terms of Service Acceptance Agreement" ("Agreement") by and between [name of local government] and PG&E, dated and effective [date], (iii) I have been given a copy of and have read and understand the Agreement, and I agree to be bound by the Agreement and all of its terms and restrictions in my capacity as agent, contractor, consultant or representative of [name of local government], (iv) I shall not disclose (other than in accordance with the Agreement) to anyone the contents of the data, or any other form of information, that copies or discloses the data; and (v) I agree that [name of local government and PG&E] are third-party beneficiaries of this Non-Disclosure Certificate.

By:_____

Title:_____

Organization:_____

Date:_____

Gas Sample Form No. 79-1169
Gas and Electric Extension Agreement

Please Refer to Attached
Sample Form

Gas and Electric Extension Agreement*

For Internal Use
Notification #
G-PM #
E-PM #
Prior MLX/PM #
Customer #

[DATE]

[CUSTOMER NAME]
[ADDRESS]
[CITY, STATE, ZIP]

RE: [PROJECT NAME,
ADDRESS]

Dear [CUSTOMER NAME]:

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

WORK TO BE DONE BY	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E										
Customer										

	GAS	ELECTRIC
Total non-refundable project costs	**$**	**$**
Refundable extension costs	$	$
Allowances (credit)	–$	–$
Net refundable amount	**=$**	**=$**
10-YEAR REFUNDABLE OPTION		
Net refundable amount	$	$
Credit for value of design and/or facilities provided by applicant	–$	–$
Total non-refundable project costs	+$	+$
Total (if you select this option)	**=$**	**=$**
NON-REFUNDABLE 50% DISCOUNT OPTION		
Net refundable amount	$	$
Discount: 50% of Net refundable amount	–$	–$
Credit for value of design and/or facilities provided by applicant	–$	–$
Total non-refundable project costs	+$	+$
Total (if you select this option)	**=$**	**=$**
Potential refund per residential lot/unit	$	$
Potential reimbursement per service completion		
Pressurized or energized system	$	$
Not pressurized or energized system	$	$
Reimbursement for other work performed	$	$

All amounts listed include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

DEFINITIONS AND EXPLANATIONS OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.

BARCODE

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

*Automated Document, Preliminary Statement, Part A

Form 79-1169
Advice 4350-G/6050-E
February 2021

Gas and Electric Extension Agreement

2 Select one of the following payment options.

	Gas		Electric		Advance		Total Due
☐ 10-Year Refundable Option for Gas and Electric		+		−		=	
☐ Non-Refundable 50 Percent Discount Option for Gas and Electric		+		−		=	
☐ 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric		+		−		=	
☐ Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric		+		−		=	

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement–Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized 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.

You can view PG&E's tariffs online at **pge.com/tariffs** or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from [DATE]. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact **[PG&E REP NAME]** at **[PHONE #]** or by email at **[LAN ID]@pge.com**.

ADDITIONAL INFORMATION

What is the SACAC form?

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

[AUTHORIZED NAME]

[TITLE]

Customer

Agreed and accepted by:

Customer's Legal Name _____

Title _____

Signature _____

Date _____

BARCODE

*Automated Document, Preliminary Statement, Part A

Form 79-1169
Advice 4350-G/6050-E
February 2021

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Gas Sample Form No. 79-1173 Sheet 1
Energy Efficiency Financing Pilot Programs
Authorization or Revocation of Authorization to Release Customer Information

Please Refer to Attached
Sample Form

ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

This *Authorization or Revocation of Authorization to Release Customer Information* ("Authorization"): (1) authorizes Pacific Gas and Electric Company ("PG&E") to release your energy usage data to the Master Servicer, which will release such data to the Data Manager and Contractor Manager, all in accordance with the rules of, and as a condition of your participation in PG&E's Energy Efficiency Financing Pilot Programs ("Programs"), as administered by CAEATFA; or (2) revokes an existing Authorization.

If you do not wish to share your energy usage data as described herein, you are not required to fill out this Authorization, but you will be unable to participate in the Programs.
You may also revoke your authorization at any time after signing this Authorization, but such revocation may lead to the termination of your participation in the Programs and may breach the terms and conditions of your loan or lease agreement with your lender.
Definitions:

"CAEATFA": The California Alternative Energy and Advanced Transportation Financing Authority, a public instrumentality of the State of California, or its agents, that administer the Programs for the California investor-owned utilities, or any successor administrator approved by the California Public Utilities Commission ("CPUC").

"Contractor Manager": An entity hired by and under contract with CAEATFA to manage qualified contractor activity under the Programs. The Contractor Manager will perform quality assurance procedures for which it may require the customer contact information and the installed project information. The Contractor Manager's contract with CAEATFA will require the Contractor Manager to protect the confidentiality of your contact and project information and prevent unauthorized contact and project information from being released to any other entity. CAEATFA may assume the obligations of the Contractor Manager.

"Data Manager": An entity hired by and under contract with CAEATFA solely to collect statewide energy usage data and data regarding the financial products provided to customers participating in the Programs and build a database for the aggregated and anonymized data provided by the Master Servicer. The Data Manager's contract with CAEATFA will require the Data Manager to protect the confidentiality of your usage data and prevent unauthorized disclosure of your usage data to any other entity. CAEATFA may assume the obligations of the Data Manager.

"Master Servicer": An entity hired by and under contract with CAEATFA. The Master Servicer will use customer energy usage data solely to: (1) establish a master file including project and financial product data for each loan and lease enrolled in the Programs; and (2) develop and update financial product servicing data files to be maintained throughout the term during which the loans and leases are enrolled in the Programs. The Master Servicer's contract with CAEATFA requires the Master Servicer to protect the confidentiality of your usage data and prevent unauthorized disclosure of your usage data to any other entity. The Master Servicer will aggregate and anonymize the data for the purpose of evaluating the Programs. CAEATFA may assume the obligations of the Master Servicer.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

* Automated Document, Preliminary Statement, Part A

ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

A: CREATE A NEW AUTHORIZATION

Please complete sections 1-4 (Pages 2-5)

Section 1: Contact Information

(A) First Name: _____

(B) Last Name: _____

(C) Business Name (if applicable): _____

(D) Title of Contact (if applicable): _____

(E) Mailing/Billing Address: Street: _____

City: _____ Zip:___ ___ ___ ___ ___

(F) Phone Number: ___ ___ ___ - ___ ___ ___ - ___ ___ ___ ___

(G) Email Address: _____

Section 2: Authorization Period:

This Authorization is effective upon your execution and authorizes PG&E to release and provide ongoing access to your monthly energy usage data to the Master Servicer (which will release such data to the Data Manager and Contractor Manager in accordance with the rules of the Programs) for the period commencing on the date that is twelve (12) months before the date that you sign this Authorization and ending on **(J)** __ __ / __ __ / __ __ __ __ [*check with your lender and insert the end of your loan or lease term*].

* Automated Document, Preliminary Statement, Part A

ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

Pacific Gas and Electric Company®

Section 3: Service Agreement IDs to be Authorized

RESIDENTIAL ACCOUNTS

Please specify the Service Agreement ID(s) under which you are authorizing the Master Servicer, Data Manager and Contractor Manager to access your energy usage data. Your Account Number (11 digits) and Service Agreement ID (SAID) (10 digits) can be found on your monthly energy statement. If you receive both Gas and Electric service from PG&E, please provide Service Agreement IDs (SAIDs) for both.

☐Gas Service ☐Electric Service ☐Gas and Electric Service

(L1) Service Address Street: _____

City: _____ Zip: ___ ___ ___ ___ ___

(M1) Gas SAID _____ **(N1)** Account Number (first 10 digits) _____

(M2) Electric SAID _____ **(N2)** Account Number (first 10 digits) _____

COMMERCIAL ACCOUNTS

Please list all Service Addresses where you had Energy Efficiency work done as part of your financing agreement. Include all Service Agreement IDs (SAID) and corresponding Utility Account Numbers for those addresses for the fuel source(s) that your contractor has designated as to where you will experience savings. Please only provide the first 10 digits of the Account number.

(L1) Service Address Street: _____

City: _____ Zip: ___ ___ ___ ___ ___

(M1) SAID _____ **(N1)** Account Number (first 10 digits) _____ ☐Gas ☐Electric

(M2) SAID _____ **(N2)** Account Number (first 10 digits) _____ ☐Gas ☐Electric

(M3) SAID _____ **(N3** Account Number (first 10 digits) _____ ☐Gas ☐Electric

(L2) Service Address Street: _____

City: _____ Zip: ___ ___ ___ ___ ___

(M4) SAID _____ **(N4)** Account Number (first 10 digits) _____ ☐Gas ☐Electric

(M5) SAID _____ **(N5)** Account Number (first 10 digits) _____ ☐Gas ☐Electric

(M6) SAID _____ **(N6)** Account Number (first 10 digits) _____ ☐Gas ☐Electric

(For more than two service addresses, please attach additional copies of this page)

* Automated Document, Preliminary Statement, Part A

Section 4: AGREE TO TERMS AND CONDITIONS

Important information: Please read carefully. This is a legally binding agreement.

By signing this Authorization, you are authorizing the Master Servicer, Data Manager and Contractor Manager for the Programs to have access to your PG&E energy usage data, consisting of your electricity and natural gas usage data, for the property where you have installed eligible Program measures. Your PG&E energy usage data is independent from any information that a bank or other lender may require you to provide as a condition of your participation in the Programs.

Once you authorize the release of your energy usage data to the Master Servicer, the Data Manager and the Contractor Manager, these entities and not PG&E or your lender, are responsible for ensuring the safety and security of your information.

By checking the box and signing below, you attest that you have read, understood, agree and authorize PG&E to release the requested information on your account(s) to the Master Servicer, (which will release such data to the Data Manager and the Contractor Manager in accordance with the rules of the Programs), and you hereby release, hold harmless and indemnify PG&E from any liability, claims, demands, causes of action, damages or expenses arising out of or in connection with:

1. Any release of information to the Master Servicer and/or the Data Manager and/or Contractor Manager pursuant to this Authorization;

2. The unauthorized use of this information by the Master Servicer and/or the Data Manager and/or the Contractor Manager; and/or

3. Any actions taken by the Master Servicer and/or the Data Manager and/or the Contractor Manager pursuant to their receipt of your energy usage data.

You also understand and acknowledge that you may revoke this Authorization at any time by completing and submitting to PG&E Section B of this Authorization or via My Energy if you have provided a MyEnergy User Name. Your participation in the Programs may be terminated if you revoke this Authorization during your participation in the Programs, and such revocation may breach the terms and conditions of your loan or lease agreement with your lender.

I understand that thisform 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.

Finally, you consent to receive transactional emails regarding this Authorization.

Please check the appropriate box below and sign and date this Authorization.

ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

☐ I, **(P)**_____ [print name of authorized signatory], authorize PG&E to provide the Master Servicer access to the energy usage data from the designated accounts in accordance with these terms and conditions. I understand that, pursuant to such authorization and in accordance with the rules of the Programs, the Master Servicer will release such energy usage data to the Data Manager and the Contractor Manager.

By signing below, I declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer and that I have authority to financially bind the Customer. I understand PG&E reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. [*This Authorization must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality)*.].

(Q) _____

AUTHORIZED CUSTOMER SIGNATURE

_____

PRINT NAME

_____

TITLE

(R) _____

DATE

* Automated Document, Preliminary Statement, Part A

ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

B: REVOKE AN EXISTING AUTHORIZATION

Section 1: Contact Information

I understand that I may revoke this Authorization at any time by filling out this revocation and executing below. Revoking this Authorization may breach the terms and conditions of your loan or lease agreement with your lender.

- ***Contact Information:***

(A) First Name: _____

(B) Last Name: _____

(C) Business Name (if applicable): _____

(D) Title of Contact (if applicable): _____

(E) Mailing/Billing Address: Street: _____

City: _____ Zip:___ ___ ___ ___ ___

(F) Phone Number: ___ ___ ___ - ___ ___ ___ - ___ ___ ___ ___

(G) Email Address: _____

Service Agreement IDs to be revoked:

Please provide the Service Agreement ID associated with the Authorization you wish to revoke. Your Account Number and Service Agreement ID can be found on your PG&E bill. If you receive both Gas and Electric service from PG&E, please provide Service Agreement IDs (SAIDs) for both. (The SAIDs are located in the "Details of Gas/Electric" part of your monthly Energy Statement and is 10 digits long. The Account Number is located at the top right corner of your monthly Energy Statement and is 10 digits long)

(L) Service Address Street: _____

City: _____ Zip:___ ___ ___ ___ ___

(M1) Gas SAID _____ **(N1)** Account Number _____

(M2) Electric SAID _____ **(N2)** Account Number _____

(For additional Service Addresses or SAIDs, please attach additional copies of this page)

- ***Subscription ID:***

Please provide the Subscription ID associated with the Authorization you wish to revoke. Your Subscription ID can be found in the confirmation email sent to you when the Authorization was initially created.

Subscription ID (if available): _____

* Automated Document, Preliminary Statement, Part A

ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

TO REVOKE AN EXISTING AUTHORIZATION

☐ **(P)** I, _____ [print name of authorized signatory], instruct PG&E to cease to provide the Master Servicer access to the energy usage data from the designated accounts in accordance with these terms and conditions.
By signing below, I declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer and that I have authority to financially bind the Customer. I understand PG&E reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. [*This Authorization must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality)*.].

(Q) _____
AUTHORIZED CUSTOMER SIGNATURE

_____
PRINT NAME

_____
TITLE

(R) _____
DATE

C: SUBMIT AUTHORIZATION

This Authorization must be sent according to the following instructions:

Instructions for lenders – Please include an executed Authorization with your loan enrollment or project pre-approval request to CAEATFA per Program instructions. Additional information can be found on CAEATFA's website: www.treasurer.ca.gov/CAEATFA/cheef.

Instructions for customers to revoke an existing Authorization – Please send the executed Authorization by email to 3PFinancing@pge.com, or by mail to PG&E, 77 Beale Street, 3rd Floor (Mail Code B3B), San Francisco, CA 94105.

* Automated Document, Preliminary Statement, Part A

Gas Sample Form No. 79-1186
Customer Information Service
Request For Share My Data (CISR-SMD)

Sheet 1

Please Refer to Attached
Sample Form

CUSTOMER INFORMATION SERVICE REQUEST FOR SHARE MY DATA (CISR-SMD)

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ FIRST
THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY

This form allows you to voluntarily create a new Authorization to grant a Third Party of your choice access to your PG&E personal, energy usage, energy billing and other program data about you via PG&E's Share My Data (SMD) platform or to modify or revoke an existing Authorization you currently have on the Share My Data platform. This form should be completed by the main Customer Account Holder (name on the PG&E bill).

Pacific Gas and Electric Company's (PG&E's) Gas and Electric Rules 27 and its corresponding privacy policies, which can be found at www.pge.com/about/company/privacy/customer, do not allow for the disclosure of customers' personal information, such as your name, address, phone number, or electric account and billing information, to third parties for purposes other than providing utility services to you or as otherwise required by law, unless you expressly authorize us to do so. This form allows you to exercise your right to disclose personal and energy-related information about you to a Third Party under PG&E's Electric Rule 25 which can be found at https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_RULES_25.pdf. This form may be used to authorize the release of electric-related information for Bundled, Community Choice Aggregation (CCA), Direct Access (DA) customers, and gas-related information for Core End-Use and Noncore End-Use customers. Once you authorize access by a Third Party to personal and energy-related information about you, you are responsible for and agree that you are solely responsible for ensuring that the Third Party safeguards this information from further disclosure without your consent.

If you want to provide data to a Demand Response Provider (DRP), please use "Customer Information Service Request For Demand Response Provider" (CISR-DRP), Form 79-1152.

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, including, without limitation, revisions to the types of customer information to be released.

STEP 1: AUTHORIZATION DETAILS

- ***Please select the action you wish to take:***

  [ ] **CREATE** A NEW AUTHORIZATION – Please Complete SECTION 1
  [ ] **MODIFY** AN EXISTING AUTHORIZATION – Please Complete SECTION 2
  [ ] **REVOKE** AN EXISTING AUTHORIZATION – Please Complete SECTION 3

- ***Your Contact Information:***

  First Name: _____ Last Name: _____

  Mailing Address: _____

  Email Address (Optional): _____
  (The email address you provide here will be used for all transactional emails relating to this Authorization.)

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

CUSTOMER INFORMATION SERVICE REQUEST FOR SHARE MY DATA (CISR-SMD)

[SECTION 1: CREATE A NEW AUTHORIZATION]

- ***Third Party:***

  Please provide the name of the Third Party you authorize to access your data via the Share My Data platform. You may authorize only those third parties who have registered with PG&E to use the Share My Data platform. This form will not be processed if you list a Third Party who has not registered to use the Share My Data platform.

  Name of Third Party: _____

  (PLEASE NOTE: PG&E has not conducted vendor security reviews on the Share My Data registered Third Parties. Please be sure to read Terms and Conditions offered by the Third Party prior to authorizing the Third Party to access your data.)

- ***Data Elements:***

  Please select the data elements you wish to authorize (you may select more than one data element):

  [ ] **Basic Information** (Includes name and service address)
  [ ] **Billing Information** (Includes up to 48 months historical, current, and ongoing billing records, billing and meter read dates, rate schedule, and voltage class.)
  [ ] **Account Information** (Includes account number(s), service agreement number(s), and service start date.)
  [ ] **Usage Information** (Includes up to 48 months of historical, current, and ongoing electric and/or gas usage data used for bill calculations, interval usage, and interval time-of-use indicators.)
  [ ] PG&E **Program Enrollment Information** (Includes current and ongoing PG&E Demand Response program name and status, as well as the name and status of other PG&E programs in which you are enrolled.)

- ***Authorization Period:***

  The Third Party will automatically have access to up to 48 months of historical data from the date the Authorization is created.

  Please select the period of time you wish to authorize the Third Party, listed above, to have ongoing access to the data elements selected above:

  [ ] Ongoing Access Until _____ or until I revoke this Authorization.
  [Date]

  OR

  [ ] Indefinitely until I revoke this Authorization.

  In all cases, the Authorization for a Service Agreement will be automatically revoked when the Service Agreement is closed by the Customer.

- ***Service Agreement IDs to be Authorized:***

  Please list the Account Number(s) and Service Agreement ID(s) you, as the Customer Account Holder, are authorizing the specified Third Party to access via the Share My Data platform:

Account Number	Service Agreement ID

(For more than three Service Agreement IDs please attach a separate file)

[SECTION 2: MODIFY AN EXISTING AUTHORIZATION]

- ***Subscription ID:***

  Please provide the Subscription ID associated to the Authorization you wish to modify. Your Subscription ID can be found in the confirmation email sent to you when the Authorization was initially created. If you cannot find your Subscription ID, please contact PG&E Customer Service at (800) 743-5000 for assistance.

  Subscription ID: _____

- ***Authorization Period:***

  [ ] Ongoing Access Until _____ or until I revoke this Authorization.
  [Date]

  OR

  [ ] Indefinitely until I revoke this Authorization.

  In all cases, the Authorization for a Service Agreement will be automatically revoked when the Service Agreement is closed by the Customer.

- ***Service Agreement IDs to be added and/or removed from Authorization by the Customer Account Holder***

  If you would like to add or remove Service Agreement IDs from this Authorization, please specify them below.

Account Number	Service Agreement ID	Add	Remove
		☐	☐
		☐	☐
		☐	☐

(For more than three Service Agreement IDs please attach a separate file)

[SECTION 3: REVOKE AN EXISTING AUTHORIZATION]

- ***Subscription ID:***

  Please provide the Subscription ID associated to the Authorization you wish to revoke. Your Subscription ID can be found in the confirmation email sent to you when the Authorization was initially created. If you cannot find your Subscription ID, please contact PG&E Customer Service at (800) 743-5000 for assistance.

  Subscription ID: _____

STEP 2: AGREE TO SHARE MY DATA TERMS AND CONDITIONS

Important information: Please read carefully. This is a legally binding agreement.

- ***Create a New Authorization or Modify an Existing Authorization:***

  I, (First and Last Name of Customer of Record), _____, authorize the designated Third Party to access the Customer of Record Account Holder's personal energy data in accordance with these terms and conditions for the designated Service Agreement(s) as indicated in Section 1 for new Authorizations or Section 2 for modifying an existing Authorization. I understand PG&E reserves the right to verify any authorization request submitted before releasing information on my behalf.

  I declare that I am authorized to execute this Authorization manually or electronically on behalf of the Customer of Record Account Holder, and that I have authority to bind the Customer of Record Account Holder. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, and causes of action, damages, or expenses resulting from: (1) any release of information to the Third Party pursuant to this Authorization; (2) the unauthorized use of this information by the Third Party or any other third party; and (3) any actions taken by the Third Party pursuant to this Authorization. I understand that I may revoke this Authorization at any time by submitting a newly completed copy of this form with the Revocation check box selected. I hereby indicate my consent to execute and submit this Authorization electronically.

  _____ _____

  Signature of Customer Date

- ***Revoke an Existing Authorization:***

  I, (First and Last Name of Customer of Record), _____, revoke the Authorization of the designated Third Party to access personal data about me from the designated Service Agreement(s).

  I declare that I am authorized to execute this Revocation manually or electronically on behalf of the Customer of Record Account Holder, and that I have authority to bind the Customer of Record Account Holder. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from: (1) any negligent conduct relating to this Revocation; (2) any refusal to release information to the Third Party pursuant to this Revocation; and (3) any conduct by the Third Party in connection with this Revocation. I hereby indicate my consent to execute and submit this Revocation electronically.

  _____ _____

  Signature of Customer Date

STEP 3: SUBMIT FORM VIA EMAIL OR MAIL

Forms can be emailed to:
sharemydata@pge.com

Forms can be mailed to:
Pacific Gas and Electric Company
Share My Data
245 Market Street, N3E
San Francisco, CA 94105

Gas Sample Form No. 79-1194 Sheet 1
Local Agency And District Customers On-Bill Financing Loan Agreement

Please Refer to Attached
Sample Form

(Continued)

LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned Local Agency or District customer ("**Customer**") has contracted for the provision of energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas & Electric Company (**"PG&E"**) shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("**Contractor**"), to provide the Work as described in the Application.

2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "**Adjustment**"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.

3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the Local Agency or District cited here with financing. The Customer has independently hired contractors ("Local Agency or District Contractors") to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the Local Agency or District Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to Local Agency or District Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the Local Agency or District Contractors against PG&E.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.

5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.

7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.

8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:

    a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.

    b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.

    c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.

    d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.

    e. Further payment details are set forth below.

9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.

10. The Loan Balance shall not bear interest.

11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the Customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action**.

14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. LOCAL AGENCY OR DISTRICT REQUIREMENT

    a. All Payment Obligations Subject to Appropriation

    The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electricity use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislative body belonging to the Local Agency or District cited in this loan agreement.

    b. No Lien or Encumbrance; Subordination:

    (1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

    (2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the Local Agency or District cited here or any other issuer of bonds on behalf of the Local Agency or District concerning the Related Facilities entered into in the past, the present or the future (the "Senior Security Documents"); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

16. Loan Particulars

This table is to be completed by PG&E

LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

Total Cost	Incentive	Customer Contribution (if applicable)	Loan Balance [1]	Monthly Payment	Term [2] (months)	Number of Payments
$	$	$	$	$		

Check Made Payable to Contractor□ or Customer □ *[customer to select payment method. Note that only one check can be issued]*

[1] The Loan Balance shall not exceed two-hundred fifty thousand dollars ($250,000) except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars ($250,000) but shall not exceed four million dollars ($4,000,000).

[2] The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

17. 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.

CUSTOMER DETAILS	**CONTRACTOR DETAILS**
Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
PG&E Account # / Service Agreement #	
Account Name, Customer	Name, Contractor
Service Address, Customer	Address, Contractor
Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
Signature of Authorized Representative of Customer	
Date	

ACCEPTED: Pacific Gas & Electric Company

PG&E On-Bill Financing Program Manager	Date

Address:
PG&E Integrated Processing Center
P.O. Box 7265
San Francisco, CA 94120-7265

Gas Sample Form No. 79-1205 Sheet 1
Gift Payment Form

Please Refer to Attached
Sample Form

(Continued)

Give the gift of energy

Help pay someone's bill

The process is simple

To get started please decide on the specific amount you'd like to pay. Complete this form, print it out and include it with your check or money order made payable to PG&E. Please note that for security reasons, we cannot share specific account information such as amount past due, or status of an account.

Items in **BOLD** are required

Purchaser Information

Your first and last name

Your phone number

Your street address

Apartment #

City

State

Zip code

Your email address

Gift Payment Recipient Information (list all known information)

Street address for payment

Apartment #

City

State

Zip code

First and last name on account

$

Amount of payment

Alternative name

Phone number on account

If you provide an email address below, we will send your recipient an email notice instead of a letter regarding this gift.

Recipient email address

Submit your order

By mail

Please make **checks payable to PG&E** and indicate **"Energy Giving Payment"** in the memo line. **Do not mail cash.**

Mail your check, along with the completed form to:

PG&E, ATTN: Energy Giving Payment
P.O. Box 997300
Sacramento, CA 95899-7300

In-person

Visit one of our local **Customer Service Offices**. To find a local office visit **pge.com/mypaycenter**.

Fill out a completed form and include your form of payment (cash, checks, money orders, traveler's checks and cashier's checks). There is no payment service charge. Please note valid identification may be required.

Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at **pge.com/privacy**.

*Gift payments are not tax deductible or anonymous. Your name will appear on the on the notice to the gift payment recipient, as written in the Purchaser Information section of this form.

Payments made by cash or cash equivalents are subject to Internal Revenue Service reporting requirements (IRS Code 6050I) and payors may need to complete IRS form 8300.

"PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. ©2021 Pacific Gas and Electric Company. All rights reserved.
These offerings are funded by California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission.

Advice 4350-G/6050-E
79–1205 Feb 2021

Gas Sample Form No. 79-255 Sheet 1
Agreement for Installation or Allocation of Special Facilities

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION
- ☐ Applicant
- ☐ Division
- ☐ Customer Operations
- ☐ Plant Accounting
- ☐ Customer Billing

REFERENCE
_____
_____
_____
_____

AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES

At the request of _____ (Applicant), PACIFIC GAS AND ELECTRIC COMPANY (PG&E) hereby agrees, as an accommodation, to install at the Applicant's expense within a reasonable time, or allocate for Applicant's use at

_____

_____

State of California, certain facilities consisting of _____(Special Facilities), at an estimated total additional installed cost of $ _____ over and above the cost of standard facilities which PG&E would normally provide or allocate for regular service in accordance with its tariffs on file with and authorized by the California Public Utilities Commission (Commission), subject to the following terms and conditions:

1. Applicant shall pay to PG&E, on demand and in advance of construction by PG&E, the initial sum of:

   (a) $ _____ (Advance) which consists of a credit of $ _____ for that portion of the facilities provided by and conveyed to PG&E by the Applicant, and Applicant's payment of $ _____ representing PG&E's additional costs for Special Facilities; plus,

   (b) $ _____ (Rearrangement) a non-refundable amount representing PG&E's cost of rearranging existing facilities to accommodate the installation of the Special Facilities.

2. Applicant shall also pay to PG&E, in addition to the monthly rates and charges for service, at the option of PG&E, either:

   (a) A monthly charge for the Special Facilities of $ _____ (Cost of Ownership Charge) representing the continuing ownership costs of the Special Facilities (_____% per month) as determined in accordance with the applicable percentage rate established in the Special Facilities section of PG&E's applicable Gas or Electric Rule No. 2, copy attached; or,

   (b) $ _____ (Equivalent One-Time Payment) which is the present worth of the monthly ownership costs (%) for the Special Facilities in perpetuity. Refunds and adjustments, if any, of the Advance and Equivalent One-Time Payment will be made in accordance with paragraph 13. Interest at the rate of _____% annually will be added to the unamortized balance of the Equivalent One-Time Payment on each anniversary of the date the Special Facilities are first made available, as such date is established in PG&E's records, before the current year's Cost of Ownership Charges are deducted.

   The monthly Cost of Ownership Charge shall commence on the date the Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date.

3. The annual ownership cost used to determine the Equivalent One-Time Payment or used to determine the monthly charges in paragraph 2 above shall automatically increase or decrease without formal amendment to this agreement if the Commission should subsequently authorize a higher or lower percentage rate for monthly costs of ownership for Special Facilities as stated in Rule No. 2, effective with the date of such authorization. Thereafter, such revised annual ownership cost shall also be used to determine the unamortized balance of the Equivalent One-Time Payment, as provided in paragraph 13.(a).

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Pacific Gas and Electric Company®

AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES

4. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
   (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and,
   (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.
5. Where formal rights of way or easements are required on and over Applicant's property or the property of others for the installation of the Special Facilities, Applicant understands and agrees that PG&E shall not be obligated to install the Special Facilities unless and until any necessary permanent rights of way or easements, satisfactory to PG&E, are granted without cost to PG&E.
6. PG&E shall not be responsible for any delay in completion of the installation of the Special Facilities resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or Commission, delay in obtaining necessary rights of way and easements, act of God, or any other cause or condition beyond the control of PG&E. PG&E shall have the right, in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control.
7. In the event that PG&E is prevented from completing the installation of the Special Facilities for reasons beyond its control within twelve (12) months following the date of this Agreement, PG&E shall have the right to terminate this Agreement upon thirty (30) days' written notice to Applicant.
8. If this Agreement is terminated as set forth in paragraph 7, the provisions of paragraph 13 shall be applicable, based on that portion of the Special Facilities then completed, if any, including charges for any expense incurred by PG&E for any engineering, surveying, right of way acquisition expenses and other associated expenses incurred by PG&E for that portion of the Special Facilities not installed or, in PG&E's sole judgment, not useful in supplying permanent service to PG&E's other customers.
9. Special Facilities provided by PG&E hereunder shall at all times be and remain the property of PG&E.
10. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, copies attached, Applicant understands that PG&E does not gurantee electric or gas service to be free from outages, interruptions or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.
11. If it becomes necessary for PG&E to alter or rearrange the Special Facilities, including, but not limited to the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate this Agreement in accordance with paragraphs 12 and 13, or to pay PG&E additional Special Facilities consisting of:
    (a) A facility termination charge for that portion of the Special Facilities which is being removed because of alteration or rearrangement. Such charge to be determined in the same manner as described in paragraph 13; plus,
    (b) An additional Advance and/or rearrangement costs, if any, for any new Special Facilities requested which shall be determined in the same manner as described in paragraph 1; plus,
    (c) A revised Equivalent One-Time Payment or monthly charge based on the total net estimated additional installed costs of all new and remaining Special Facilities. Such revised Equivalent One-Time Payment or monthly charge shall be determined in the same manner as described in paragraphs 2 and 3.

12. This Agreement shall be effective when executed by the parties hereto and shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice.
13. Upon discontinuance of the use of any Special Facilities due to termination of service, termination of this Agreement, or otherwise:
    (a) Applicant shall pay to PG&E on demand (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a facility termination charge defined as the estimated installed cost, plus the estimated removal cost, less the estimated salvage value for the Special Facilities to be removed, as determined by PG&E in accordance with its standard accounting practices. PG&E shall deduct from the facility termination charge the Advance plus the unamortized balance of the Equivalent One-Time Payment previously paid, if any. If the Advance paid plus the unamortized balance of the Equivalent One-Time Payment is greater than the facility termination charge, PG&E shall refund the difference, without interest, to the Applicant;
    (b) PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Special Facilities located on the Applicant's premises;
    (c) PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Special Facilities located on other property off Applicant's premises. Where all or any portion of the Special Facilities located off Applicant's premises are retained in place and used by PG&E to provide permanent service to other customers, an equitable adjustment will be made in the facility termination charge.
14. Applicant may, with PG&E's written consent, assign this Agreement if the assignee thereof will agree in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Special Facilities.
15. This agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Dated this _____ day of _____, 20____.

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

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Customer/Company	
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

MAILING ADDRESS:

_____
_____
_____

Attachments: Rules 2 and 14(Electric), or Rules 2, 14 and 21 (Gas)

Gas Sample Form No. 79-753 Sheet 1
Compressed Natural Gas Fueling Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

COMPRESSED NATURAL GAS FUELING AGREEMENT

DISTRIBUTION

- ☐ Customer
- ☐ Gas Billing Solutions (Original)
- ☐ Division Billing Analyst
- ☐ NGV Customer Service

REFERENCES

SA#:_____

Account#:_____

NGV Customer Service Rep:_____

NGV Customer Service Contact # 1-800-684-4648

GENERAL

1. This Agreement, between Pacific Gas and Electric Company (PG&E), a California corporation, and _____(Customer), a(n) _____, is for compressed natural gas (CNG) for fueling of motor vehicles.

2. Customer agrees to purchase and PG&E agrees to provide CNG pursuant to the terms of this Agreement and to experimental rate Schedule G-NGV2, or its successor.

3. Customer agrees to provide a written list of all vehicles, including make, model, year, and vehicle identification number, which will be using CNG. The Customer agrees to notify PG&E if any of the vehicles are taken out of service, no longer fueled by CNG, or other vehicles converted to use CNG.

4. This Agreement includes Exhibit A (Certificate of Instruction for Fueling Natural Gas Vehicles) and Exhibit B (Certificate of Inspection for Compressed Natural Gas Vehicle Fuel System). All Exhibits are incorporated into and made a part of this Agreement. Exhibits may be amended from time-to-time in accordance with this Agreement. All applicable PG&E gas rules in effect at the time of execution and any amendments thereto during the term of this Agreement are incorporated in this Agreement by reference.

5. Both Customer and PG&E agree to abide by the terms of the above rate Schedule and its successor, as well as all effective rules in PG&E's gas tariffs.

FUELING LOCATION

6. PG&E will provide locations for fueling of Customer's vehicles. All fueling will be provided at designated PG&E fueling stations where excess capacity is available. Customer agrees to obey posted speed limits and to operate their vehicles in a safe manner at refueling locations.

7. Customer access time shall be mutually arranged.

8. Fueling will be accomplished using the fast-fill CNG dispensing system. Customer will be provided one (1) card key per vehicle which will be used to initiate fueling. Customer will be held responsible for the safe keeping of the card key and may be charged for replacement of said card key if it is lost or stolen. It shall be the responsibility of the Customer to notify PG&E immediately if said key card is lost or stolen.

9. Training certification will be required for each new account individual who may fuel a natural gas vehicle. Each operator shall be responsible for completing a Certificate of Instruction for Fueling Natural Gas Vehicles (Exhibit A) or for completing a comparable fueling-instruction session verified and approved by PG&E.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

10. CNG Vehicle Fuel Tank Inspections - Customer must provide evidence of the cylinder and fuel system inspection for each of Customer's vehicles to PG&E. Proof of inspection shall consist of the fully completed inspection form set forth in Exhibit B, accompanied by the automobile repair/inspection business work order showing the business letterhead, date, inspector name and qualifications, and the results of the performance of the inspection. PG&E reserves the right to suspend Customer's access to PG&E's fueling services if Customer has failed to provide the documentation specified in this paragraph establishing that each vehicle has passed inspection within the preceding three (3) years or 36,000 miles, or until such time as PG&E is provided the required documentation showing that a qualified inspector has inspected and found the system to be fit for service.

BILLING

11. PG&E will bill customer at the applicable rate(s) set forth above for the total compressed natural gas service during the billing period. PG&E will send the Customer's monthly billing to the following address:

_____

_____

_____

_____

TERM AND TERMINATION

12. This Agreement shall become effective commencing the date the card key has been activated by PG&E. This Agreement shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice.

13. PG&E reserves the right to immediately deactivate an assigned card key and terminate this Agreement as a result of a Customer's unsafe fueling and/or driving practices at a PG&E designated fueling station, or delinquent payment of bills for services rendered.

COMMUNICATIONS

14. Any communications concerning fueling card-key requests shall be in writing or in electronic form via an email or an internet message. Written communications can be delivered either by hand or by certified delivery to the appropriate address, as follows:

To the Customer: _____

_____

_____

_____

Email Address: _____

To PG&E: PG&E NGV Customer Service

4180 Duluth Avenue

Rocklin, CA 95765

Email Address: ngvinfo@pge.com

15. Either party must designate by written notice any change of address to which formal communications should be sent. Formal communications shall be deemed effective when received.

LIABILITY

16. Customer accepts all risks related to the operation and fueling of Customer's motor vehicles at PG&E's CNG fueling station(s) and agrees to hold PG&E and its employees harmless from any and all damages resulting from ingress, egress, and fueling with CNG at any PG&E facility or any other damage or injury whether to persons or property as a result of or in direct relationship to the fueling of Customer motor vehicles with CNG, excepting only such damage or injury caused by the sole negligence or willful misconduct of PG&E.

RIGHTS TO DATA

17. PG&E has the right to collect, use, or distribute all vehicle performance data relating to the Customer's CNG vehicle operations.

ASSIGNMENT

18. This Agreement may not be assigned by either party without the written consent of the other. If this Agreement is assigned, it shall be binding on the party to which it is assigned. Assignment of this Agreement shall not release the assigning party from any of its obligations under this Agreement unless such a release is agreed to in writing by the other party and the assuming party.

EXCLUSIVE NATURE AND INTERPRETATIONS

19. This Agreement does not change the obligations, restrictions or rights contained in other agreements between the parties unless expressly indicated in this Agreement. Customer and PG&E agree that all understandings between them regarding this Agreement are set forth or referenced in this Agreement. No agreements, representations, memoranda, or other forms of communication, written or oral, exchanged before the signing of this Agreement, shall be grounds for altering or interpreting the terms of this Agreement.

20. This Agreement shall be interpreted under the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This Agreement and the obligations of the two parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).

REGULATORY

21. This Agreement shall at all times be subject to any changes or modification the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may

be to this Agreement or to PG&E's applicable tariff schedules. PG&E shall notify the Customer of any such changes or modifications which may affect Customer's obligations under this Agreement.

	PACIFIC GAS AND ELECTRIC COMPANY
(Customer)	
(Signature)	(Signature)
(Type/Print Name)	(Type/Print Name)
(Title)	(Title)
(Federal Tax ID/CA Drivers License No.)	
(Date)	(Date)

Incorporated Attachments:

Exhibit A - Certificate of Instruction Form for Natural Gas Fueling

Exhibit B – Certificate of Inspection for Compressed Natural Gas Vehicle Fuel System

Illustrative Attachments: Rate Schedule G-NGV2

Certificate of Inspection
of Compressed Natural Gas Vehicle Fuel System
Exhibit B

INSTRUCTIONS: Both sides of this Certificate of Inspection are to be completed and signed by the automotive repair/inspection service, and signed by the PG&E CNG customer. **Inspector: If you can't resolve an issue, leave the answer blank and explain in the comments.** Any answer of "No" or "N" should be explained in the comments section. Mail this completed Certificate of Inspection, or a photocopy, to: **PG&E—Natural Gas Vehicle (NGV) Customer Services, 4180 Duluth Avenue, Rocklin, CA 95765**. Please include the automotive repair/inspection work order showing the inspection business letterhead, date, inspector name, qualifications summary and results of the inspection.

Customer Name	Vehicle State of License and Number	Odometer Reading	
Vehicle Make	Model	VIN	Model Year
Cylinder #1 Manufacturer	Part#(s)	Serial #(s)	Pressure Rating
Cylinder #2 Manufacturer	Part#(s)	Serial #(s)	Pressure Rating
Cylinder #3 Manufacturer	Part#(s)	Serial #(s)	Pressure Rating
Cylinder #4 Manufacturer	Part#(s)	Serial #(s)	Pressure Rating

CYLINDER: If the cylinder(s) has passed inspection within the last three years and within 36,000 miles, only questions 2, 3, 14-22 of this form need be completed along with proof of the prior inspection, the customer and vehicle information and final signatures of inspector and customer. Please record the inspection date and any other pertinent information in the comment section on the next page of the form.

Reason for inspection (check one) ☐ **3 years** ☐ **36,000 miles** ☐ **Vehicle in an accident** ☐ **Other:**_____

Inspection Content / Cylinder # Inspection Results	1 Yes	1 No	2 Yes	2 No	3 Yes	3 No	4 Yes	4 No
1. Record the cylinder expiration dates (month/year) shown on the cylinder label(s). Expired cylinders must be removed from service following manufacturer guidelines or instructions.	Mo/Yr		Mo/Yr		Mo/Yr		Mo/Yr	
2. The owner indicates no events or incidents have occurred that damaged or over pressurized the cylinder(s) and no modifications have been made to the system. Record details in comments section.	Y	N	Y	N	Y	N	Y	N
3. Cylinder labels are present and specifically state compliance with ANSI NGV-2.	Y	N	Y	N	Y	N	Y	N
4. Cylinder service pressure markings match vehicle service pressure markings (3000 or 3600 PSIG).	Y	N	Y	N	Y	N	Y	N
5. Each cylinder has a PRD in good condition with no visible extrusion of fusible metal.	Y	N	Y	N	Y	N	Y	N
6. Any cuts or abrasion damage are within tolerance. Please cite the reference used that contains tolerance in the comments section (i.e. CGA C-6.4). Circle level of worst damage below (I, II or III).	Y	N	Y	N	Y	N	Y	N
7. Cylinder is free of surface discoloration, cracked resin, chipping, lose fibers, bubbles or bulges and no evidence of exposure to fire or extreme temperatures or involvement in an accident over 5MPH.	Y	N	Y	N	Y	N	Y	N
8. Area under the mounting brackets has been examined and is in good condition.	Y	N	Y	N	Y	N	Y	N
9. Cylinder is securely mounted to vehicle and protected from sun exposure, road hazards, excessive heat, vehicle use (including cargo leakage), shifting loads, abrasion, external impacts, etc.	Y	N	Y	N	Y	N	Y	N
10. Cylinder mounting bracket is rubber-padded and free of dirt and damage and is not causing cylinder damage. Mounting brackets are in good condition and not corroded, bent or deformed. Cylinder is firmly restrained by the brackets and does not move independent of brackets or vehicle.	Y	N	Y	N	Y	N	Y	N
11. Minimum ½" clearance around cylinder and ⅜" from shields.	Y	N	Y	N	Y	N	Y	N
12. If the cylinder is housed in the passenger compartment or trunk, the valve end with PRD is properly sealed and vented to the outside of the vehicle.	Y	N	Y	N	Y	N	Y	N
13. Engine compartment and fuel receptacle areas are labeled with CNG system service pressure and tank expiration dates.	Y	N	Y	N	Y	N	Y	N

Check one

☐ **Level I:** No damage or acceptable damage. Repair is not required. Return cylinder to service.

☐ **Level II:** Damage requires repair, more thorough evaluation, testing, or destruction. Refer to manufacturer's info.

☐ **Level III:** Damage sufficiently severe such that cylinder should be condemned (not repaired).

OTHER FUEL SYSTEM COMPONENTS: If an existing tank inspection record is current within three years, the inspector has the option of only performing and completing the following portion of the inspection, and excluding the cylinder(s). If so, please do complete question 2 and 3 above.

Inspection Content / Cylinder # Inspection Results	1 Yes	1 No	2 Yes	2 No	3 Yes	3 No	4 Yes	4 No
14. Fuel system components including but not limited to valve and/or pressure relief device assemblies, pressure gauges and pressure regulators are in good condition and free of damage.	Y	N	Y	N	Y	N	Y	N
15. Fuel system components, connections, threaded fittings and any leak points were leak checked with a leak detection solution or methane detector, and there is no indication of any system leaks.	Y	N	Y	N	Y	N	Y	N
16. Vehicle is equipped with two back-flow check valves on fill line and a ¼-turn emergency off valve.	Y	N	Y	N	Y	N	Y	N
17. Hoses, if any, are rated for the applicable service pressure and are in good condition.	Y	N	Y	N	Y	N	Y	N
18. Fueling receptacle pressure rating matches that of the fuel system (3000 vs. 3600 PSIG). If receptacle pressure rating is greater than any one cylinder pressure rating, PG&E considers the system could have been over pressurized, so the cylinder/fuel system MUST BE rejected as potentially unsafe.	Y	N	Y	N	Y	N	Y	N
19. Fueling receptacle is in good condition, securely attached, not worn, and leak free.	Y	N	Y	N	Y	N	Y	N
20. Installation meets applicable NFPA 52 standards at time of construction/installation.	Y	N	Y	N	Y	N	Y	N
21. Is the fuel system fit for continued service? Any one cylinder or fueling system component that is not satisfactory renders the system unsafe. If in the judgment of the inspector the fuel system is unsafe, the inspector is requested to send a copy of this form directly to PG&E.	Y	N	Y	N	Y	N	Y	N
22. Examination stickers have been applied to the cylinders, receptacle area and engine compartment indicating cylinder expiration date and next inspection date.	Y	N	Y	N	Y	N	Y	N

INSPECTOR COMMENTS: Summary of examination, any "no" answers, and description of damage and/or adverse findings. Explain repairs or replacement of components if any, and explain any questions left blank. If the tank inspection has been performed within the last three years and is not part of this inspection, please record the tank inspection date and any relevant remarks here.

RECOMMENDED REPAIRS (Please note if a separate page is used for additional comments.)

PG&E Account Number

PG&E Fuel Card Number

Customer Email Address

Customer Contact Phone Number

Inspector's Signature

Inspector's Printed Name

Inspector qualifications, certification number or other pertinent information

Inspector's Contact Information (email or phone)

Date of Inspection

☐ **I certify that this inspection form applies to an inspection conducted on the vehicle I have registered with PG&E's NGV fueling service.**

PG&E Fueling Customer's Signature

Date

Instructions for inspectors

PG&E, out of concern for the safety of its customers, the public and PG&E employees, is implementing a CNG vehicle fueling system inspection requirement for its customers. The purpose of this Certificate of Inspection form is to capture all the items PG&E wants to have inspected, and to best confirm the safety of the vehicle CNG fuel system. Many of the elements of these inspections are consistent with inspection requirements from applicable codes. A few additional requirements help ensure the total system is safe. PG&E has no input on the kinds of vehicles you may choose to inspect, other than PG&E hopes that inspection services will be available to all PG&E CNG fueling service customers.

1. If you, the inspector, are not sure of your qualifications, please contact PG&E. Inspector qualifications (to be added by the inspector to the form), consist of at least one of the following.
   - Two years experience conducting CNG cylinder inspections.
   - Supervision by a person with two years experience conducting CNG cylinder inspections.
   - Approval by the manufacturer of the CNG cylinder being inspected.
   - Certification as an inspector by one of the organizations with specific Fuel Gas Vehicle (FGV) training centers with the Fuel Gas (FG) cylinder standards recommended inspection guidelines.
   - Certification as an inspector by a state or nationally recognized organization that tests for specific knowledge of applicable FG cylinder standards recommended guidelines.
   - Certification as an inspector by the authority having jurisdiction (AHJ).
2. Cylinder shall be inspected in accordance with the cylinder manufacturer's recommendations and the inspection procedures provided in the Compressed Gas Association (CGA) pamphlet C-6.4.
3. If in the judgment of the inspector, the fuel system is unsafe, the inspector is requested to send a copy of this form directly to PG&E at the U.S. mailing address on the front side of this form or email a copy to **ngvinfo@pge.com**.
4. Each vehicle must have its own form.
5. Questions on the form that the inspector cannot respond to should be left blank, and the concerns or issues should be noted in the inspector comments section on side two. Use a separate page if more space is needed for comments.
6. Call PG&E at the number at the bottom of the page if you have issues or questions you want to discuss with program or technical experts. We will make every attempt to call you back promptly, sometimes within the hour.
7. Call PG&E at the number at the bottom of the page to request a loan of these tools at no charge, if needed.
   - PG&E will loan a P36 fueling nozzle to inspection service companies that the inspector can use to check the pressure rating of the vehicle fuel receptacle.
   - PG&E will loan a plug or ring gauge to inspection service companies for use in inspecting the condition of the fueling receptacle.
8. Call PG&E for a supply of tank inspection stickers.
9. If the customer is within the three year/36,000 mile inspection window, such that the tank need not be inspected, PG&E hopes the inspection service can give the customer the option of paying a reduced fee for inspecting the rest of the fuel system and the receptacle, omitting an inspection of the tank. The inspector should enter the inspection date found on the sticker on the tank onto the PG&E inspection form. The inspection form is designed in two sections to accommodate this. In this case, the customer should be advised to provide the evidence of inspection already in hand that demonstrates the safety of the tank, to PG&E. PG&E's concern is that typical tank inspections do not address inspection form questions 18, 19 and 21.

NGV Customer Services:
1-800-684-4648
ngvinfo@pge.com
pge.com/cng

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

CCC-0615-4158W

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Form No. 79-753, Exhibit B, Advice 4350-G/6050-E Feb. 2021

Gas Sample Form No. 79-755 Sheet 1

Agreement for Transportation of Natural Gas for Compression as a Motor-Vehicle Fuel

Please Refer to Attached
Sample Form

AGREEMENT FOR TRANSPORTATION OF NATURAL GAS FOR COMPRESSION AS A MOTOR-VEHICLE FUEL

GENERAL

1. This Agreement, between Pacific Gas and Electric Company (PG&E), a California corporation, and _____(Customer), a(n) _____ is for natural gas service for compression for use as a motor-vehicle fuel at Customer's premises located at: _____
   (street, city, state, and zip code)
2. Customer agrees to purchase and PG&E agrees to provide natural gas service pursuant to the terms of this Agreement and to experimental-rate Schedule G-NGV1, or its successor.
3. This Agreement includes, where applicable, Exhibit A (Rate Schedule G-NGV1 Customer Communications). The Exhibit is incorporated into and made a part of this Agreement. The Exhibit may be amended from time to time in accordance with this Agreement. Attached to this Agreement, for illustrative purposes, are all applicable PG&E gas rules and rate schedules in effect at the time of this Agreement execution.
4. Both Customer and PG&E agree to abide by the terms of the above rate Schedule and its successor, as well as all effective rules in PG&E's gas tariff schedules.

FACILITIES

5. PG&E shall not be obligated to furnish facilities in addition to standard metering and pressure regulating equipment to provide service under rate Schedule G-NGV1. Where additional facilities are required, they will be treated as special facilities in accordance with PG&E's gas Rule 2, Description of Service.
6. Delivery of natural gas shall be at the point where pipes owned, leased or under license by Customer contact PG&E's pipes.

BILLING

7. PG&E will bill customer at the applicable rate(s) set forth above for the total natural gas service during the billing period.
8. PG&E will send the Customer's bill to the address specified in Exhibit A. After service has been initiated, the billing addresses may be modified by calling PG&E's NGV Support Team at 1-800-684-4648.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy

TERM AND TERMINATION

9. The initial term of this Agreement shall be 12 months commencing on the day PG&E's gas meter is installed. This Agreement shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice.

COMMUNICATIONS

10. Any communications or modifications concerning Exhibit A, shall be in writing or in electronic form via an E-mail or an Internet message with the exception that billing address changes must be made by calling PG&E NGV Support Team at 1-800-684-4648. Formal communications are to be as specified in Exhibit A, and deemed effective when received.

RIGHTS TO DATA

11. PG&E has the right to collect, use, or distribute all vehicle performance data relating to the Customer's compressed natural gas (CNG) vehicle operations.

ASSIGNMENT

12. This Agreement may not be assigned by either party without the written consent of the other. If this Agreement is assigned, it shall be binding on the party to which it is assigned. Assignment of this Agreement shall not release the assigning party from any of its obligations under this Agreement unless such a release is agreed to in writing by the other party and the assuming party.

EXCLUSIVE NATURE AND INTERPRETATIONS

13. This Agreement does not change the obligations, restrictions or rights contained in other agreements between the parties unless expressly indicated in this Agreement. Customer and PG&E agree that all understandings between them regarding this Agreement are set forth or referenced in this Agreement. No agreements, representations, memoranda, or other forms of communication, written or oral, exchanged before the signing of this Agreement, shall be grounds for altering or interpreting the terms of this Agreement.

14. This Agreement shall be interpreted under the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This Agreement and

the obligations of the two parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).

REGULATORY

15. This Agreement shall at all times be subject to any changes or modifications the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be to this Agreement or to PG&E's applicable tariff schedules. PG&E shall notify the Customer of any such changes or modifications which may affect Customer's obligations under this Agreement.

	PACIFIC GAS AND ELECTRIC COMPANY
(Customer)	
(Signature)	(Signature)
(Type/Print Name)	(Type/Print Name)
(Title)	(Title)
(Federal Tax ID)	(Date)
(Date)	

Incorporated Attachment: Exhibit A – Rate Schedule G-NGV1 Customer Communications
Illustrative Attachments: Rate Schedule G-NGV1; Gas Rules 2, 14

AGREEMENT FOR TRANSPORTATION OF NATURAL GAS FOR COMPRESSION AS A MOTOR-VEHICLE FUEL

Pacific Gas and Electric Company

EXHIBIT A
RATE SCHEDULE G-NGV1 CUSTOMER COMMUNICATIONS

CUSTOMER NAME: _____

SERVICE ADDRESS: _____

DIRECTIONS: Any of the names or addresses listed below may be changed upon receipt of written notification from Customer with the exception that billing address changes may be made by PG&E at 1-800-743-5000. Customer can only designate on "customer formal communications" address.

CUSTOMER FORMAL COMMUNTICATIONS:

CUSTOMER NAME: _____
MAILING ADDRESS: _____
CITY/STATE/COUNTY: _____ ZIP CODE: _____
CONTACT: _____
PHONE NO.: ( ) - _____
ALTERNATE NO.: ( ) - _____
EMAIL ADDRESS: _____

CUSTOMER BILLING ADDRESS:

CUSTOMER NAME: _____
MAILING ADDRESS: _____
CITY/STATE/COUNTY: _____ ZIP CODE: _____
CONTACT: _____
PHONE NO.: ( ) - _____
ALTERNATE NO.: ( ) - _____
EMAIL ADDRESS: _____

PG&E FORMAL COMMUNICATIONS:

PG&E CONTACT: NGV Support Team
AREA: Company wide
MAILING ADDRESS: 4180 Duluth Ave
CITY/STATE/COUNTY: Rocklin
ZIP CODE: 95765
ATTENTION: NGV Support Team
PHONE NO.: (800) 684-4648 # 4
EMAIL ADDRESS: NGVinfo@pge.com

Gas Sample Form No. 79-756
Natural Gas Service Agreement

Sheet 1

Please Refer to Attached
Sample Form

NATURAL GAS SERVICE AGREEMENT

DISTRIBUTION
- ☐ Customer
- ☐ Division ES&S
- ☐ Tariff Interpretations
- ☐ Gas Billing Solutions
- ☐ _____
- ☐ _____

REFERENCES
Tansp.ID.#:_____
Account ID#:_____
SA#:_____
Other Agmts:_____
_____
CRM:_____
CRM. Phone:_____
D&B # or Taxpayer ID: _____

GENERAL

1. This Natural Gas Service Agreement (NGSA), between Pacific Gas and Electric Company (PG&E), a California Corporation, and _____ (Customer), a(n) _____, (together referenced as "Parties"), is for gas service to (service address): _____

2. Customer agrees to pay for, and PG&E agrees to provide, natural gas service in accordance with the provisions of this NGSA, attached exhibits, and the applicable PG&E gas rate schedule(s) and rules, as approved by the Public Utilities Commission of the State of California (CPUC).

3. This NGSA includes, where applicable, Exhibit A (A.1, A.EG, A.NGV4, A.WSL, A.LNG (Rates and Metering Information)), Exhibit B (Contract Quantities), Exhibit C (Scheduling and Operations Data), and Exhibit D (Customer Contact and Billing Addresses). All applicable Exhibits are incorporated into and made a part of this NGSA. Exhibits may be amended from time to time in accordance with this NGSA.

4. Attached to this NGSA are applicable PG&E gas rate schedule(s) and rules in effect at the time of NGSA execution. Both Parties agree to abide by the provisions of the applicable rate schedule(s), as amended or their successor rate schedules, as well as all applicable PG&E gas rules and gas tariff schedules, as may be amended from time to time.

TERM

5. This NGSA shall be effective upon the date that both Parties have executed the agreement, or on _____ (specify effective date). The initial term of this NGSA, unless otherwise specified in Exhibit A, will be twelve (12) months unless Customer ceases to take gas service at the facility served by this NGSA. After twelve (12) months, this NGSA will continue on a month-to-month basis unless terminated by Customer upon thirty (30) days' prior written notice to PG&E, or unless terminated by PG&E upon the approval of or an order by the CPUC. Termination by the Customer will take effect on the first day of the calendar month that occurs at least thirty (30) days after notification, unless otherwise agreed by PG&E. This NGSA will also terminate if Customer's gas use no longer qualifies for the rate schedule(s) specified in Exhibit A.

RATES AND CONTRACT QUANTITIES

6. The rate(s) to be charged for all natural gas service under this NGSA shall be specified in Exhibit A.

7. Contract quantities for all service under this NGSA are specified in Exhibit B.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

MODIFICATIONS TO NGSA AND EXHIBITS

8. Revisions or modifications to this NGSA or its incorporated exhibits must be agreed to by both Parties subject to the conditions noted below.

9. Revisions to Exhibit A: A substitution of one rate schedule(s) for other rate schedules may only be made as specified in the provisions of the applicable rate schedule(s). Unless mutually agreed to by both Parties, a change from one rate schedule to another rate schedule may only be made once every twelve (12) months. Such revisions must be agreed to by both Parties. Unless otherwise agreed to by both parties, revisions will then take effect on the first day of the calendar month that occurs at least thirty (30) days after the request for the revision and remain in effect for a minimum of twelve (12) months. Negotiated provisions as specified in Exhibits A.2 or A.EG-NEG, if applicable, will be revised as specified in that exhibit.

10. Revisions to Exhibit B: Customer or PG&E may request to adjust the contract quantities specified in Exhibit B if there are changes in the equipment or operations at Customer's premises. Such changes must be consented to by the other party and a modified Exhibit B must be executed by both Parties. Such revisions will take effect as soon as they are processed by PG&E, unless Customer requests a later date.

11. Revisions to Exhibit C or D: Customer may request revisions to Exhibit C or D at any time. Such revisions will take effect as soon as they are received and processed by PG&E, unless Customer requests a later date. Revisions to Nominating Marketer and Nominating Marketer ID Numbers on Exhibit C and Formal Communications contact and mailing address on Exhibit D must be requested in writing. All other revisions to Exhibit C or D can be changed by Customer directly contacting PG&E. Nominating Marketer contact information may be changed by Customer or Nominating Marketer by directly contacting PG&E.

COMMUNICATIONS

12. Communications about routine operations such as start-ups, shut-downs, gas nominations and scheduling, should be directed by Customer to PG&E using the addresses specified in Exhibit C.

13. Formal communications concerning this NGSA shall be in writing. Formal communications are those for anything other than routine operations. Formal communications include modifications to rate schedules, nominating marketers, and contract quantities. Formal communications are to be delivered to the appropriate address, as specified in Exhibit D. Either Party must designate by written notice any change of address to which formal communications should be sent.

BILLING

14. PG&E will bill Customer at the applicable rate(s) set forth in Exhibit A for natural gas service during the billing month.

15. PG&E will initially send Customer's monthly billings to the address specified in Exhibit D. Customer may request a change to the mailing address by directly contacting PG&E.

ASSIGNMENT

16. This NGSA shall not be assigned by either Party without the written consent of the other. Such consent shall not be unreasonably withheld. Any successor to or transferee or assignee of the rights of a Party, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all terms and conditions of this NGSA to the same extent as though such successor, transferee or assignee were an original Party. Assignment of this NGSA shall not release the assigning Party from any of the obligations under this NGSA unless such a release is agreed to in writing by the other Party and the assignee. Notwithstanding the above, assignment of the entire interest and obligations of PG&E hereunder may be made to a parent or Affiliate of PG&E, or to an entity succeeding to all or substantially all of the business properties and assets of PG&E, following written notice to Customer and without obtaining the written consent of the Customer.

EXCLUSIVE NATURE AND INTERPRETATIONS

17. With the exception of the CPUC-approved tariff and rule changes as provided in paragraph 27, and for changing contact names, mailing addresses, e-mail addresses, telephone and fax numbers as provided for in paragraphs 8, 11, and 15, no subsequent modification or amendment of this NGSA or of any of its exhibits shall be effective unless in writing, and accompanied by a Natural Gas Service Agreement Modification Revised Exhibits Form (Form No. 79-757) signed by a duly authorized representative of each Party.

18. This NGSA does not change the obligations, restrictions or rights contained in other agreements between Parties unless expressly indicated in this NGSA. Customer and PG&E agree that all understandings between them regarding the gas service to be provided under this NGSA are set forth or referenced in this NGSA. No agreements, representations, memoranda, or any other form of communication, written or oral, exchanged before the signing of this NGSA (other than PG&E's tariffs), shall be grounds for altering or interpreting the terms of this NGSA.

19. The waiver by either Party of any breach of any term, covenant or condition contained in this NGSA, or any default in the performance of any obligations under this NGSA, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

20. This NGSA shall be interpreted under the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This NGSA and the obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this NGSA (or the successors of those authorities).

21. Complaints against PG&E arising out of this NGSA may be asserted or filed and shall be enforced only under the provisions of Section 1702 of the Public Utilities Code. Each Party shall be entitled to recover reasonable costs, including attorney fees, to collect payment for services previously performed or other amounts due and owing under this NGSA.

22. Nothing in this NGSA shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party.

23. PG&E shall have no liability to Customer, or any assignee thereof, for any curtailments, interruptions of service or losses of gas pursuant to this Agreement , PG&E's gas Rules or rate schedules. The liability of PG&E for any curtailments, interruptions of service, or gas losses otherwise arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the gas services or facilities used or furnished by PG&E shall in no event exceed an amount equal to any applicable pro rata charges for the period during which the services or facilities are affected by the mistake, omission, interruption, loss, delay, error or defect; provided, however, that the provisions hereof shall not apply to damages caused by willful misconduct, fraudulent conduct or violations of law by PG&E.

24. No Party under this Agreement shall be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort (including negligence) or otherwise, for any breach, actions, or inactions arising from, out of, or related to this Agreement.

FORCE MAJEURE

25. In the event either Customer or PG&E is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that, upon such Party giving notice as soon as practicable in writing (or as soon as practicable by facsimile or telephone if confirmed in writing within seventy-two (72) hours) but in no event delivered to the other Party later than five (5) business days after the onset of the force majeure condition, then the obligations of the Party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the effects of the cause; provided that such notice shall give the other Party reasonably full particulars of such force majeure, including the circumstances preventing or delaying performance hereunder; and provided that the Party subject to such force majeure shall remedy it so far as possible with all reasonable dispatch; and further provided that no force majeure shall be cause for delay in the payment for services rendered prior to its inception.

26. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockage, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for making non-routine repairs or non-routine alterations to machinery or lines of pipe, freezing lines of pipe, acts of civil or military authority (including, but not limited to, courts, or administrative or regulatory agencies), and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which, by the exercise of due diligence, that Party is unable to prevent or overcome.

    a. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the Party having the difficulty.

    b. It is understood and agreed that "force majeure" as used herein shall not include scheduled and routine maintenance and repairs of machinery and lines of pipe, operational flow orders, emergency flow orders, or diversion orders in accordance with PG&E Gas Rule 14, financial considerations, or the unavailability of upstream or downstream transportation or supply.

REGULATORY

27. Customer shall not take any action which may subject PG&E's gas operations to the jurisdiction of the Federal Energy Regulatory Commission (FERC) or any successor to the FERC. Any such action is cause for the immediate termination of this NGSA.

28. This NGSA shall at all times be subject to any changes or modifications the CPUC may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be to this NGSA or to PG&E's applicable tariff schedules and rules.

AGREED TO BY:

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Attachments: Exhibits:

Exhibit A._____-Rates and Metering Information
Exhibit B-Contract Quantities
Exhibit C-Scheduling and Operations Data
Exhibit D-Customer Contact and Billing Addresses

Tariffs:

Rate Schedule(s) _____
Gas Rules 1, 2, 9, 10, 11, 12, 14, 17, 21, 29

Gas Sample Form No. 79-757 Sheet 1
Natural Gas Service Agreement Modification Revised Exhibits

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

NATURAL GAS SERVICE AGREEMENT MODIFICATION REVISED EXHIBITS*

DISTRIBUTION

- ☐ Customer (Original)
- ☐ Tariff Interpretation (Original)
- ☐ Division (Copy)
- ☐ Gas Billing Solutions (Copy)

REFERENCES

Transp.ID #:_____

A Account # :_____

Account Rep:_____

Rep. Co. Phone:_____

Rep. External Phone: _____

Corp. Acct Rep Name: _____

Corp. Acct Rep Phone: _____

The Exhibits to the Agreement dated _____, between Pacific Gas and Electric Company (PG&E), a California Corporation, and _____ _____ (Customer), have been revised. The attached Exhibit(s) replace and supersede the Exhibits listed below, and are to be effective _____(effective date).

[ ] Exhibit A.1 (Rates and Metering Information)

[ ] Exhibit A.2 (Negotiated Terms and Conditions)

[ ] Exhibit EG (Rates and Metering Information)

[ ] Exhibit A.EG-NEG (Negotiated Terms and Conditions)

[ ] Exhibit A.WSL (Rates and Metering Information)

[ ] Exhibit A.NGV4 (Rates and Metering Information)

[ ] Exhibit B (Contract Quantities)

[ ] Exhibit C (Scheduling and Operations Data)

[ ] Exhibit D (Customer Contact and Billing Addresses)

by (For Customer)	(for Pacific Gas and Electric Company)
_____	_____
(Signature)	(Signature)
_____	_____
(Name)	(Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

* 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-759 Sheet 1
Supplemental Agreement for As-Available Capacity

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

SUPPLEMENTAL AGREEMENT FOR AS-AVAILABLE CAPACITY

DISTRIBUTION

- ☐ Applicant
- ☐ Division
- ☐ ES&S
- ☐ _____

REFERENCES

_____
_____
_____
_____

This supplemental agreement is made between _____ (Applicant), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and shall be made part of the_____ (Agreement), dated _____ between these two parties.

RECITALS:

Applicant recognizes that PG&E is required by its California Public Utilities Commission (Commission) authorized tariffs to design its gas and electric facilities to provide adequate capacity to meet the maximum demands of Applicant's loads during normal, non-emergency, conditions. It is also understood that to achieve this degree of service reliability at Applicant's business facility, which is located at_____ _____(Site), reinforcement work must be done to PG&E's existing system at a substantial cost to both parties. Therefore, PG&E and Applicant agree as follows:

AGREEMENT:

1. In lieu of reinforcing PG&E's existing system to fully accommodate loads at Site, Applicant agrees to accept a lower level of service reliability than would normally be available if PG&E's design criteria was met. This decreased reliability may manifest itself through the curtailment or interruption of gas or electric supply to the Applicant.

2. PG&E's ability to serve Applicant's load will be determined by Equipment which, at all times, will limit the gas or electric demand supplied to the Site to the capacity immediately available on PG&E's system. Equipment will be installed at Applicant's expense and as a special facility (Form 79-255). PG&E system conditions that will cause the Equipment to operate are set forth as follows:
   _____
   _____
   _____
   _____
   ____ Applicant may be subject to additional curtailments as provided by PG&E's gas and electric Rule 14 and Agreement.

3. Applicant understands that all of the conditions and provisions specified in other agreements with PG&E remain in effect and that interruption or curtailment, due to the presence of the Equipment, does not excuse any of the charges associated with their applicable rate schedules.

4. Applicant agrees that PG&E is not liable for any physical damage or property damage caused by the presence or operation of the Equipment.

5. Termination of either this supplemental agreement or the original Agreement shall constitute the termination of both, with Applicant being subject to any applicable minimum or termination charges as specified in the tariffs or Agreement.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

SUPPLEMENTAL AGREEMENT FOR AS AVAILABLE CAPACITY

6. Applicant may assign this supplemental agreement, only if PG&E consents in writing and the assignee agrees in writing to the conditions herein, and assignment occurs in conjunction with assignment of Agreement.

7. This supplemental agreement shall be subject to all of PG&E's applicable tariff schedules on file and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Executed this _____day of _____, 20___.

BY:	FOR:
_____ (Applicant)	**PACIFIC GAS AND ELECTRIC COMPANY**
_____ (Signature)	_____ (Signature)
_____ (Print or Type Name)	_____ (Print or Type Name)
_____ (Title)	_____ (Title)

Gas Sample Form No. 79-762 Sheet 1
Imbalance Trading Form for Schedule G-BAL Service

Please Refer to Attached
Sample Form

IMBALANCE TRADING FORM FOR SCHEDULE G-BAL SERVICE*

Refer to Schedule G-BAL for imbalance trading rules. Fill in data below, as applicable.
Please type or print legibly.

Date:_____

	Source Account (Customer Providing Gas)	**Destination Account (Customer Receiving Gas)**
Customer Name:	_____	_____
Marketer or CTA ID:	_____	_____
Storage ID:	_____	_____
Premises Number:	_____	_____
Imbalance Quantity for Trade (Therms):	_____	_____
Month of Imbalance:	_____	_____
The undersigned is (please check one):	__ **Customer** __ **Agent**	__ **Customer** __ **Agent**
Signature:	_____	_____
Name:	_____	_____
Title:	_____	_____
Company Name:	_____	_____
Telephone Number:	_____	_____
Fax Number:	_____	_____

This form must be e-mailed, mailed or faxed to PG&E at the following address:

Pacific Gas and Electric Company
Attn: xxxxxxxxxx
(Address)

(City, State and Zip Code)
Fax: (xxx) xxx-xxxx
e-mail: xxx@pge.com

It is the sole responsibility of each Customer to ensure this form is received at the above address by the trading period deadline.

* This form 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-788 Sheet 1
Agreement for Adjustment for Natural Gas Energy Efficiency Measures

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

AGREEMENT FOR ADJUSTMENT FOR NATURAL GAS ENERGY EFFICIENCY MEASURES

DISTRIBUTION
- ☐ Customer
- ☐ Cust. Billing (Original)
- ☐ ES&S
- ☐ Tariff Interpretations

REFERENCES
SA#:_____
Account#:_____
PG&E Rep:_____

PARTIES

This AGREEMENT is by and between PACIFIC GAS & ELECTRIC COMPANY, a California corporation (PG&E), and_____ (Customer), collectively herein referred to as "Parties." Parties agree as follows:

RECITALS

Subsequent to January 1, 1992, certain energy efficiency measures (Efficiency Measures) have been implemented at Customer's business facility, located at _____(Facility), which is currently being billed for gas service under rate Schedule _____ and the account number referenced above.

These Efficiency Measures include the following:
_____
_____
_____
_____
_____
_____
_____

These Efficiency Measures have resulted in a permanent natural gas usage and/or demand reduction hereinafter termed "Efficiency Adjustment," at the facility in the following amount: (Choose only those that are applicable.)

_____ average monthly therms and/or,

_____ Mcf per day and/or,

_____ annual therms.

The natural gas usage and/or demand reduction resulting from Efficiency Measures has been verified, and attested to, at Customer's expense, by a professional engineer registered in the State of California (unless otherwise waived by PG&E).

AGREEMENT

The natural gas usage and/or demand reduction described in this Agreement may cause Customer's usage or demand to fall below the minimum qualifying amount required for Customer to remain on Schedule _____ or its successor schedule.
Such a change in Customer's applicable rate schedule may result in Customer's average rate for natural gas average monthly usage to increase, creating a disincentive for Customer to implement and maintain Efficiency Measures.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

AGREEMENT FOR ADJUSTMENT FOR NATURAL GAS ENERGY EFFICIENCY MEASURES

To eliminate the disincentive for Customer to implement and maintain the Efficiency Measures, PG&E agrees that for purposes of determining Customer's eligibility for the rate schedule, PG&E will add to Customer's usage and/or demand the Efficiency Adjustment specified in this Agreement.

If Customer, at any time, fails to achieve the contracted Efficiency Adjustment through the Efficiency Measures, Customer shall notify PG&E immediately to determine if a new agreement is needed. PG&E reserves the right to verify the effectiveness of the Efficiency Measures throughout the term of this Agreement.

This Agreement shall become effective on the first regularly scheduled day Customer's meter is read after date of execution and continue thereafter until terminated by either party giving thirty (30) days prior written notice to the other.

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

Executed this _____ day of _____, 20___.

	PACIFIC GAS & ELECTRIC COMPANY
_____ (Customer)	
_____ (Signature)	_____ (Signature)
_____ (Type or print name)	_____ (Type or print name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)
Mailing Address	Mailing Address
_____	_____
_____	_____
_____	_____
I attest that the Energy Measures will result in the Efficiency Adjustment described above,	Attestation by Registered Engineer waived by PG&E
_____	

AGREEMENT FOR ADJUSTMENT FOR NATURAL GAS ENERGY EFFICIENCY MEASURES

Registered Professional Engineer State of California

PG&E Representative

Date

Date

Registration Number or Stamp

Gas Sample Form No. 79-796 Sheet 1
Notice of Gas Storage Inventory Transfer

Please Refer to Attached
Sample Form

NOTICE OF GAS STORAGE INVENTORY TRANSFER*

(Please Type or Print Legibly)

	SELLING CUSTOMER	BUYING CUSTOMER
Customer Name:		
Exhibit No:		
Authorized Representative:		
Signature:		
Title:		
Date:		
Telephone Number:		
Inventory Quantity Transferred (Therms)		
Date of Inventory Transfer[1]		

FOR PACIFIC GAS AND ELECTRIC COMPANY

Authorized Representative:_____

Title:_____

Signature:_____

Date:_____

This form must be faxed or e-mailed to PG&E as follows:

Fax No. (925) 244-3544; e-mail: CGTServicesX@pge.com

* This form 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.

[1] It is the sole responsibility of each Customer to ensure this form is received by PG&E before the trading date requested.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-845 Sheet 1
Core Gas Aggregation Service Agreement

Please Refer to Attached
Sample Form

CORE GAS AGGREGATION SERVICE AGREEMENT

This Core Gas Aggregation Service Agreement (CTA Agreement or Agreement) is made by and between Pacific Gas and Electric Company (PG&E), a California Corporation, and_____, to be known as a Core Transport Agent (CTA). PG&E and CTA are collectively herein referred to as "Parties" and individually as "Party." CTA requests that PG&E provide Core Gas Aggregation Service to CTA on behalf of its Core Transport Group (Group). CTA shall be considered an Agent for the Group, and for individual Group members, who are Core End-Use Customers receiving transportation service and who have selected the CTA as their gas supplier, pursuant to Schedule G-CT.

The CTA agrees to abide by the applicable sections of PG&E's tariffs as well as the terms and conditions stated in this Agreement and Attachments hereto. The Attachments described below are hereby made a part of this Agreement and specify terms and conditions of Core Gas Aggregation Services provided by PG&E pursuant to its tariffs, including Schedule G-CT, and gas Rules 23 and 25.

TERM OF AGREEMENT

This Agreement will become effective as of_____(Effective Service Date) and will remain in effect unless terminated by the CTA or PG&E in accordance with this Agreement, Schedule G-CT and/or gas Rules 23 and 25.

ATTACHMENTS

A. Customer Authorization for Core Gas Aggregation Service (Authorization). Attachment A provides one method by which CTA may obtain authorization from a Core End-Use Customer to act on the Customer's behalf to provide Core Gas Aggregation Service.

B. Core Transport Group Summary (Group Summary). This Attachment is no longer in use.

C. Allocation of Firm Pipeline Capacity (Pipeline Capacity Allocation). In accordance with Schedule G-CT, the CTA will be offered an allocation for each month in the capacity allocation period, of a pro rata share of the firm pipeline capacity contracted for and held by PG&E for its Core Customers on the Gas Transmission – Northwest Corporation (GTN), Foothills Pipe Lines Ltd. (Foothills), NOVA Gas Transmission Ltd. (NGTL), PG&E's Backbone Transmission System paths, Ruby Pipeline, El Paso Natural Gas Company, Kern River Gas Transmission, and Transwestern Pipeline Company (each of which is a Pipeline and, collectively, the "Pipelines"), which will be identified in Attachment C of this Agreement. If CTA has multiple CTA Agreements, the allocated volumes for Attachment(s) C with the same term will be combined and considered as one direct allocation with the Pipelines, unless otherwise agreed by the Parties. Executed Attachment C will record capacity amounts allocated and rejected.

D. Core Firm Storage Requirement (Core Storage) PG&E will allocate to CTA a pro rata share of core firm storage capacity, which allocation shall be set forth in Attachment D of this CTA Agreement. Executed Attachment D will record the amounts accepted, rejected, and allocated to the CTA for the PG&E-Allocated Storage, Self-Managed Storage procured by the CTA from either an Independent Storage Provider (ISP) or PG&E Storage or Alternate Resources procured by the CTA, and Independent Storage Provider (ISP) Firm Storage. Amounts of core firm storage capacity held by the CTA (PG&E-Allocated Storage, including Self-Managed Storage and ISP Firm Storage) will be used according to Schedule G-CT and Schedule G-CFS and will be paid for by the CTA.

E. Termination of Customer Authorization for Core Gas Transportation Service (Termination). This Attachment is no longer in use.

F. Formal Communications Between Parties (Communications). Any formal communications concerning this Agreement shall be in writing and shall be delivered by e-mail with read receipt verification, hand or certified delivery to the appropriate address shown in Attachment F and shall be deemed to be received as of the delivery or read receipt date. Operational communications regarding billing, capacity, forecasts, imbalances, and other matters will be directed as indicated on the most recent version of this Attachment, as provided by CTA. CTA will promptly submit changes in this Attachment to PG&E.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

G. Optional Assignment to Core Transport Agent of Firm Northern Pipeline Path Capacity. This Attachment is no longer in use.

H. Authorization for Early Termination. Any CTA who authorizes PG&E to terminate Core Gas Aggregation Service prior to the initial twelve (12) month term must execute an Attachment H.

I. Certification of Alternate Resources for Rejected PG&E-Allocated Storage Withdrawal Capacity (Alternate Resources) In accordance with Schedule G-CT, Alternate Resources are required to the extent that the CTA rejects all or part of the Initial Storage Allocation and/or a Mid-Year Storage Allocation Adjustment.

J. Declaration of Alternate Firm Winter Capacity (Winter Capacity) Pursuant to Schedule G-CT, CTAs may be required, during the Winter Season, to contract for firm PG&E Redwood and PG&E Baja Backbone Transmission path capacity. If a CTA chooses not to accept any portion of PG&E's pro rata allocation of winter Backbone pipeline capacity, Attachment J must be executed and submitted for each winter month that the allocation is rejected and transmitted to PG&E within five (5) days of CTA's receipt of notice to meet their Firm Winter Capacity Requirement.

K. Core Transport Agent Billing Agreement (Consolidated Billing Credits) Attachment K must be executed if: 1) the CTA provides consolidated billing and PG&E no longer sends end-users an information-only bill; 2) the CTA shall be responsible for providing the end-user with the required billing and Customer protection information; and 3) PG&E is to provide a billing credit to the CTA or the end-user for PG&E's avoided costs.

L. Consolidated PG&E Billing In accordance with gas Rule 23, Attachment L must be executed if the CTA authorizes PG&E to provide Consolidated PG&E Billing.

M. Certification of Alternate Storage Resources for CTA Self-Managed Storage Capacity and ISP Firm Storage Capacity In accordance with Schedule G-CT, Alternate Storage Resources are required to the extent that the CTA elects all or part of the Self-Managed Storage capacity to be procured from an Independent Storage Provider (ISP) during the Initial Storage Allocation or a Mid-Year Adjustment, as applicable. Attachment M must be executed and submitted on a monthly basis (summer and winter storage season).

BILLING AND PAYMENT

Pursuant to PG&E's tariffs, the CTA is ultimately responsible for paying PG&E for all charges associated with Core Gas Aggregation Service that PG&E provides to CTA on behalf of Customers in the Group.

PG&E will bill the CTA and the CTA will pay for services rendered under this Agreement. Bills are due and payable pursuant to Rules 23 and 25.

In the event of a billing dispute, the bill must be paid in full by CTA pending resolution of the dispute under California Public Utilities Commission (CPUC) procedures. Such payment shall not be deemed a waiver of CTA's right to a refund. The Agreement may not be subject to termination for any billing dispute pending before the CPUC.

CREDIT WORTHINESS

CTA must meet creditworthiness requirements as set forth in gas Rules 23 and 25 before providing Core Gas Aggregation Service to a Group under this Agreement.

ALLOCATION OF FIRM PIPELINE CAPACITY

Subject to approval of the applicable Pipelines, PG&E will offer an allocation to CTA of a pro rata share of firm pipeline capacity contracted for and held by PG&E for its Core Customers on the Pipelines under the terms and conditions set forth herein and in Schedule G-CT.

Attachment C specifies the terms and conditions for direct allocation of firm pipeline capacity to the CTA for service to Customers in its Group. Attachment C must be executed by the CTA prior to the allocation of firm pipeline capacity. The allocation will be made for each month in a capacity allocation period pursuant to Schedule G-CT.

The CTA is responsible for all charges associated with pipeline capacity.

If the CTA defaults on its payments to the Pipelines and Pipelines bill PG&E for any unpaid charges, the CTA will be considered in violation of this CTA Agreement until CTA meets all outstanding financial obligations to the Pipelines and the Pipelines so notify PG&E. If CTA fails to pay the Pipelines, PG&E may terminate this CTA Agreement and/or reclaim the Firm Pipeline Capacity offered to and accepted by the CTA.

CTA shall indemnify, reimburse and otherwise hold PG&E harmless for all losses, reasonably incurred costs, expenses, damages, and liabilities relating to firm pipeline capacity covered by this Agreement or allocated pursuant to Schedule G-CT. Any Interstate Capacity allocated per Attachment C herein shall at all times be subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC) and applicable FERC pipeline tariffs. Any Canadian Capacity allocated per Attachment C herein shall at all times be subject to the jurisdiction of the governing Canadian authorities and applicable Pipeline tariffs.

CTA CORE FIRM STORAGE REQUIREMENT

PG&E will allocate, to CTA their pro rata share of core firm storage capacity requirement under the terms and conditions set forth herein and in Schedule(s) G-CT and G-CFS. Attachment D, which specifies the terms and conditions for core firm storage requirement to the CTA for service to Customers in its Group, must be executed by the CTA prior to commencement of core firm storage service under this CTA Agreement.

For any and all storage capacity rejected from an Initial Storage Allocation and/or Mid-Year Storage Allocation Adjustment, CTA agrees to obtain Alternate Resources, as provided in Schedule G-CT, equivalent to the amount of withdrawal capacity rejected, for each month of the Winter Season (November-March). CTA agrees to provide timely monthly certifications of its Alternate Resources, as set forth in Attachment I to this Agreement.

For any and all storage capacity elected by the CTA for Self-Managed Storage and/or ISP Firm Storage to be procured from an ISP during the Initial Storage Allocation, CTA agrees to obtain Alternate Storage Resources, as provided in Schedule G-CT, equivalent to the capacity and rights pursuant to gas rate schedule G-CFS, for each month of the Storage Season (April-March).

CTA agrees to provide timely monthly certifications of its Alternate Storage Resources, as set forth in Attachment M to this Agreement.

For any and all rejected PG&E-Allocated Storage allocations, CTA Self-Managed Storage procured from an ISP and/or ISP Firm Storage, the CTA releases PG&E from any and all liability arising out of or associated with the CTA's rejection thereof and with the associated injection, inventory and withdrawal capacity not being available for the CTA's use. Further, the CTA shall indemnify PG&E for any and all losses, including direct and consequential damages, that arise from or are associated with: (i) any representation in the CTA's monthly certifications respecting Alternate Resources (Attachment I) and Alternate Storage Resources (Attachment M) which turn out to be inaccurate; (ii) any failure of the CTA's Alternate Resources or Alternate Storage Resources to perform as compared to the storage resources which would have been available to the CTA from PG&E's allocated core storage capacity had the PG&E storage capacity not been rejected or the elected Self-Managed Storage by the CTA; and/or (iii) any failure to provide such certifications as required in Schedule G-CT.

COMMUNICATIONS

Formal communications concerning this CTA Agreement shall be in writing and shall be delivered by e-mail with read receipt verification, hand or certified delivery to the appropriate address specified in Attachment F hereto and shall be deemed to be received as of the delivery date. The contact information designated on Attachment F may be changed from time to time, by the Party affected, upon receipt of a revised Attachment F by the other Party.

ASSIGNMENT

Neither Party may assign all or any portion of this CTA Agreement without the written consent of the other Party provided, however, notice only, and not consent, is required if an assignment of PG&E's entire interest hereunder is made to a parent or affiliate of PG&E or to an entity succeeding to all or substantially all of the business properties and assets of PG&E or to the business function to which this Agreement relates. Any successor to, transferee, or assignee of the rights of a Party, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all terms and conditions of this Agreement to the same extent as though such successor, transferee or assignee were an original Party.

FORCE MAJEURE

(a) In the event either CTA or PG&E is rendered unable, wholly or in part, by force majeure to carry out its obligations under this CTA Agreement, it is agreed that, upon such Party giving notice as soon as practicable in writing (or as soon as practicable by facsimile or telephone if confirmed in writing within seventy-two (72) hours) to the other Party no later than five (5) business days after the onset of the force majeure condition, then the obligations of the Party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the effects of the cause; provided that such notice shall give the other Party reasonably full particulars of such force majeure, including the circumstances preventing or delaying performance hereunder; and provided that the Party subject to such force majeure shall remedy it so far as possible with all reasonable dispatch; and further provided, that no force majeure shall be cause for delay in the payment for services rendered.

(b) The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockage, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, civil disturbances, explosions, breakage, blockage or accident to machinery or lines of pipe, the necessity for making non-routine repairs or non-routine alterations to machinery or lines of pipe, freezing lines of pipe, acts of civil or military authority (including, but not limited to, courts, or administrative or regulatory agencies), and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which, by the exercise of due diligence, that Party is unable to prevent or overcome.

(c) It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the Party having the difficulty.

(d) It is understood and agreed that “force majeure” as used herein shall not include scheduled and routine maintenance and repairs of machinery and lines of pipe, operational flow orders, emergency flow orders or diversion orders in accordance with PG&E’s gas Rule 14, financial considerations, or the unavailability of upstream or downstream transportation or supply.

GENERAL

PG&E shall have no liability to Group/Customer/CTA, or any assignee thereof, for any curtailments or interruptions of service or losses of gas pursuant to this Agreement and PG&E’s tariffs. The liability of PG&E for any curtailments, interruptions of service or gas losses otherwise arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the gas services or facilities used or furnished by PG&E shall in no event exceed an amount equal to any applicable pro rata charges for the period during which the services or facilities are affected by the mistake, omission, interruption, loss, delay, error or defect, provided, however, that the provisions hereof shall not apply to damages caused by willful misconduct, fraudulent conduct or violations of law by PG&E. No Party under this Agreement shall be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort (including negligence) or otherwise, for any breach, actions or inactions arising from, out of, or related to this Agreement.

PG&E may accept e-mailed or facsimile copies of this Agreement and any other notices or agreements hereunder, and the same shall be binding on the CTA or Customer as though they were original signed documents. PG&E may accept the signature of any representative of the CTA or Customer on any such agreement or notice, and the same shall be binding on CTA or Customer without any obligation on PG&E's part to verify that the person so signing has authority to bind CTA or Customer provided that the CTA or Customer may, and has the affirmative obligation to, provide PG&E with a list of people authorized by the CTA or Customer to execute such documents or agreements with PG&E and, if the CTA or Customer provides such a list, PG&E shall limit its acceptance of and reliance on such documents accordingly.

With the exception of CPUC-approved tariff and rule changes, no subsequent waiver, modification or amendment of this Agreement or attachments shall be effective, including such changes the CPUC may direct as provided below, unless in writing and signed by a duly authorized representative of the Parties, provided, however, that modifications to Attachment A require the signature of the CTA and the Customer, but not PG&E.

This CTA Agreement does not change the obligations, restrictions or rights contained in other agreements between the Parties unless expressly set forth in this Agreement. The Parties agree that all understandings between them regarding the services to be provided under this Agreement are set forth or referenced in this Agreement. No agreements, representations, memoranda, or any other form of communication, written or oral, exchanged before the signing of this Agreement (other than PG&E's tariffs), shall be grounds for altering or interpreting the terms of this CTA Agreement.

The waiver by either Party of any breach of any term, covenant or condition contained in this Agreement, or any default in the performance of any obligations under this Agreement, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

This Agreement shall be interpreted under the laws of the State of California. This Agreement and the obligations of the Parties are subject to all valid laws, orders, rules, and regulations of authorities (or the successors of those authorities) having jurisdiction over this Agreement or the Parties' actions thereunder.

This Agreement shall at all times be subject to any changes or modifications the CPUC may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be made to this Agreement or to PG&E's applicable tariff schedules and rules. This Agreement in all respects shall be and remains subject to PG&E's gas Rules in effect during the term of this Agreement, as they may change from time to time.

Complaints against the utility arising out of this Agreement shall be enforced only under the provisions of Section 1702 of the Public Utilities Code. Each Party shall be entitled to recover reasonable costs, including attorneys' fees, to collect payment for services performed or other amounts due and owing under this Agreement.

Neither CTA nor Customer shall take any action which may subject PG&E's gas operations or facilities to the jurisdiction of the FERC or any successor to the FERC. Any such action is cause for the immediate termination of this Agreement.

CORE GAS AGGREGATION SERVICE AGREEMENT

Core Transport Agent:

	PACIFIC GAS AND ELECTRIC COMPANY
CTA Name	
Authorized Representative (Print)	*Authorized Representative (Print)*
Signature	*Signature*
Title	*Title*
Date	*Date*

Incorporated Attachment(s):Applicable Attachment(s)
Gas Rules 1, 14, 21, 23, 25 and Schedules G-BAL, G-CFS, G-CT, G-ESP are available at www.pge.com/tariffs

Gas Sample Form No. 79-858 Sheet 1
ID Theft Affidavit

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

ID THEFT AFFIDAVIT

Fraudulent Account Statement

This affidavit provided for:
(Name and Mailing Address)

Directions for completing this affidavit:

- Make copies of this completed affidavit and any additional documents for your records prior to sending them to PG&E.
- List only the PG&E account(s) you are disputing. **See the example below.**
- If PG&E or a third party collection agency sent you a statement, letter or notice about the fraudulent account, attach a copy of that document (**NOT the original**).
- **A copy of the report you filed with the police or sheriff's department MUST be returned with this completed affidavit.**

Name		Phone Number	

I declare (check all that apply):

☐ As a result of the event(s) described in the ID Theft Affidavit, the following account(s) was/were opened at your company in my name without my knowledge, permission or authorization using my personal information or identifying documents.

Creditor Name/ Address	Account Number	Address where Utility Service was Provided by PG&E	Date Service Opened and Closed**	Amount of Bill
Pacific Gas and Electric Company P.O. Box 8329 Stockton, CA 95210			Opened date: Closed date:	
			Opened date: Closed date:	

☐ During the time of the accounts described above, I had the following account open with PG&E, which was opened with my authorization:

Billing name _____

Billing address _____

Account number _____

Proof of residency documents must be from two (2) separate sources that cover the entire time period of the disputed charges. See page 6, Category III, for Acceptable Proof of Residency.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

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ID THEFT AFFIDAVIT

Victim Information

1. My full legal name is:

   _____
   First/Middle/Last (Jr., Sr., III)

2. (**If different from above**) When the events described in this affidavit took place, I was known as:

   _____
   First/Middle/Last (Jr., Sr., III)

3. My date of birth is _____.

4. My social security number is _____.

5. My driver's license or state identification card number is _____. Issuing state_____

6. My current address is_____

   _____
   City/State/Zip Code

7. I have lived at this address since (month/year)_____

8. (**If different from above**) When the events described in this affidavit took place, my address was:

   _____

   _____
   City/State/Zip Code

9. I lived at the address from _____ until _____
   Month/Year Month/Year

10. My daytime telephone number is (_____)_____

    My evening telephone number is (_____)_____

Pacific Gas and Electric Company®

ID THEFT AFFIDAVIT

How the Fraud Occurred

11. ☐ I did not authorize anyone to use my name or personal information to obtain the gas and/or electric service described in this report.

12. ☐ I did not reside at the address where the service was provided.

13. ☐ I did not receive or benefit from the gas and/or electric service described in this report.

14. ☐ My identification documents (for example: credit cards, birth certificate, driver's license, social security card, etc.) were: ☐ **stolen** or ☐ **lost** on or about _____ (month/day/year).

15. ☐ To the best of my knowledge and belief, the following person(s) used my information (name, social security number, etc.) or identification documents to obtain gas and/or electric service without my knowledge or authorization:

Name (if known)	Name (if known)
Address (if known)	Address (if known)
Phone Number(s) (if known)	Phone Number(s) (if known)
Additional Information (if known)	Additional Information (if known)

16. ☐ I do **NOT** know who used my information or identification documents to obtain gas and/or electric service without my knowledge or authorization.

17. ☐ **Additional comments:** For example: descriptions of fraud, which documents or information were used, or how the identity thief gained access to your information. (Attach additional pages as necessary.)

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ID THEFT AFFIDAVIT

Victim's Law Enforcement Actions

Check one:

18. ☐ **I am** ☐ **I am not** willing to assist in the prosecution of the person (or persons) who committed this fraud.

19. ☐ **I am** ☐ **I am not** authorizing the release of this information to law enforcement for the purpose of assisting them in the investigation and prosecution of the person(s) who committed this fraud.

20. ☐ **I have** ☐ **I have not** reported the events described in this affidavit to the police or other law enforcement agency. If you checked "**I have**" above (check one): The police ☐ **did** ☐ **did not** write a report.

21. You remain responsible for this/these bill(s) while our investigation is being conducted.

22. You will be notified with our results at the conclusion of our investigation.

Documentation Checklist

Please attach copies (**NOT originals**) of the documents listed below to this affidavit. Please see page 6 for a list of acceptable documentation.

23. ☐ A copy of valid photo identification.
See page 6, Categories I and II, for Acceptable Forms of Identification.
If you are under 16 and don't have a photo-ID, you may submit a copy of your birth certificate or a copy of your official school records showing your enrollment and place of residence.

24. ☐ Proof of residency during the time the disputed charges occurred.
See page 6, Category III, for Acceptable Proof of Residency.

25. ☐ A copy of the report you filed with the police or sheriff's department must be included.

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ID THEFT AFFIDAVIT

Victim Signature

I declare under penalty of perjury that the information I have provided in this affidavit is true and correct to the best of my knowledge.

Signature _____ Date Signed _____

Print Name _____

Knowingly submitting false information on this form could subject you to criminal prosecution for perjury.

Witness Signature

Please have one witness (non-relative) sign below that you completed and signed this affidavit.

Witness:

Signature _____ Date Signed _____

Print Name _____

Please complete and return pages 1 through 5 of this form with copies of appropriate documentation to:

Pacific Gas and Electric Company
Fraud Department
P.O. Box 8329
Stockton, CA 95208

Pacific Gas and Electric Company®

ID THEFT AFFIDAVIT

Acceptable Forms of Documentation

In order to resolve your disputed claim, you will need to provide one (1) form of identification from Category I (if US citizen) or Category II (if non US citizen) and two (2) forms of proof of residency from Category III. You may choose from the list of acceptable documentation below:

Category I—Acceptable forms of identification for U.S. Citizen	Category II—Acceptable forms of identification for non U.S. Citizen

• Driver's License
• State ID
• Passport
• Social Security Card
• Military ID
• Military DD214 Form
• Military Selective Service Card
• Birth Certificate (not a hospital record)
• Native American Reservation ID
• ID from place of employment
• Current Student ID
	• Country ID
	• Driver's License
	• Military ID
	• Passport
	• US Immigration and Naturalization Service (INS) department documents:
	  • I-94 (Refugee arrival document) form
	  • I-688B (Employment Authorization Card)
	  • I-766 (employment Authorization approval) document
	  • US Government issued VISA (Document will state that it is a VISA)
	
	Note: Alien Registration Card is not acceptable.

☐ **Two (2) separate sources are required as proof** of residency from **Category III**.
☐ **Proof of residency documents must cover the entire time period of the disputed charges.**
☐ You may choose from the list of acceptable documentation below:

Category III—Proof of Residency	
• Mortgage Statement or Title of Ownership • Official Rental/Lease Agreement* • Electric bill • Gas bill • Cable bill • Water bill	• Local Telephone bill (not a bill from a long distance provider, cellular or paging company) • Home owner's or renter's insurance or monthly statements • Auto insurance or monthly statements • Health insurance or monthly statements (not a medical card) • Life insurance or monthly statements • Prison movement documentation
***We will not accept rental receipts.** The Rental/Lease agreement must be from a management company or owner.	

Please return copies of the following to PG&E Fraud Department:

1. Completed copy of pages 1 through 5 of this form
2. Acceptable documentation
3. The report you filed with the police or sheriff's department

☐ Make sure that your proof of residency covers the entire time period of the disputed charges.
(Service dates located on page 1)

☐ Your affidavit must be signed by a witness that is not a relative, or notarized.

Gas Sample Form No. 79-861 Sheet 1
Electronic Data Interchange (EDI) - Trading Partner Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

DISTRIBUTION:
- ☐ Customer (Original)
- ☐ Division (Original)
- ☐ Customer Billing (Copy)

ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, 20_____ by and between _____ _____, a _____ ("Trade Partner"), and Pacific Gas and Electric Company ("PG&E"), a California Corporation.

RECITALS

Trade Partner and PG&E desire to participate in the electronic transmittal and receipt data in agreed formats in substitution for conventional paper-based documents and to ensure such transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefits of the parties.

NOW THEREFORE, the parties, intending to be legally bound agree as follows:

1. **Section 1 - Prerequisites**

1.1. **Documents Standards:** Each party shall electronically transmit to or receive from the other party each of the transaction sets listed in the Appendix (collectively "Documents"), Documents include billings for utility service and payments which are (1) the electronically transmitted information delivered to Trade Partner from PG&E or to PG&E from Trade Partner, and (2) the non-electronically transmitted utility billings and payments transmitted during testing periods or equipment failures. All Documents shall be transmitted in accordance with the standards set forth in the Appendix.

1.2. **Scope of the Agreement** This Agreement shall govern and apply to all Documents and information related to transactions electronically transmitted from either party to the other.

1.3. **Third-Party Service Providers**

1.3.1. Documents will be transmitted electronically to each party either directly or through any third-party service provider ("Provider") with which either party may contract on its own behalf. Either party may modify its election to use, not use or change its Provider upon thirty (30) days prior written notice.

1.3.2. Each party shall be responsible for the costs and performance of any Provider with which it contracts, unless otherwise set forth in the Appendix.

1.4. **System Operations** Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.

1.5. **Security Procedures** Each party shall properly use those security procedures, including those specified in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.

1.6. **Signatures** Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s), which are affixed to or contained in each Document transmitted by such party (“Signatures"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

† Information collected on this form is used in accordance with PG&E’s Privacy Policy. The Privacy Policy is available at pge.com/privacy.

2. **Section 2 - Transmissions**

2.1. **Proper Receipt** Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party. Notwithstanding anything contained in this Agreement, electronic transfers by Trade Partner of funds denominated in U.S. currency to pay its PG&E billings for utility service will be credited against its utility bills when received by PG&E as provided in the Agreement.

2.2. **Verification** Upon proper receipt of any Document or any information related to the transaction, the receiving party shall properly transmit a functional acknowledgment in return within twenty-four (24) hours of receipt of any Document or any information related to the transaction, unless otherwise specified in the Appendix. A functional acknowledgment shall constitute conclusive evidence a Document has been properly received, A functional acknowledgment is not an acceptance or a status report.

2.3. **Acceptance** If acceptance of a Document is required by the Appendix, any such Document which has been properly received shalt not give rise to any obligation unless and until the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in the Appendix).

2.4. **Garbled Transmissions** If any properly transmitted Document is received in an unintelligible or garbled form the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice, the originating party's records of the contents of such Document shall control, unless the identity of the originating party cannot be determined from the receiving Document.

3. **Section 3 - Transaction Terms**

3.1. **Terms and Conditions** This Agreement is to be considered part of any other written agreement incorporating it or referenced in the Appendix. Any transaction made pursuant to this Agreement and (any related communication) shall also be subject to the terms and conditions included in PG&E's applicable tariffs that may be approved by the CPUC from time to time. The parties acknowledge that the terms and conditions set forth in the tariffs may be inconsistent, or in conflict, but agree that any conflict or dispute that arises between the parties in connection with any such transaction will be resolved as if such transaction had been effected through application of the tariffs.

3.2. **Confidentiality** Documents and other communications related to transactions under the Agreement shall maintain the same confidential or non-confidential status (whichever is applicable) as they would have in the form of paper records.

3.3. **Validity, Enforceability**

3.3.1. This Agreement has been executed by the parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.

3.3.2. The parties agree that correspondence and documents electronically transmitted pursuant to this Agreement shall be construed to be in conformance with all customer billing requirements set forth in PG&E's tariffs as approved by the California Public Utilities Commission (CPUC) for all purposes. Notwithstanding anything contained in Sections 2.1 or 2.3 herein, utility bills are due and payable as soon as PG&E initiates transmission to Trade Partner and will be considered past due If not paid within fifteen (15) days for non-residential accounts and nineteen (19) days for residential accounts after the date PG&E initiates the transmission. The Trade Partner will be governed by the payment requirements specified in PG&E's Gas and Electric Rules 8 and 11 and Gas Rule 23 (where applicable).

3.3.3. Any Document and any information related to the transaction properly transmitted pursuant to this Agreement shall be considered in connection with any transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing" and any such Document when containing, or to which there is affixed, a Signature ("Signed Documents") shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic flies or records established and maintained in the normal course of business.

3.3.4. The conduct of the parties pursuant to this Agreement including the use of Signed Documents properly transmitted pursuant to this Agreement shall, for all legal purposes, evidence a course of performance accepted by the parties in furtherance of this Agreement and any other agreement described in Section 3.1.

3.3.5. The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

4. **Section 4 - Miscellaneous**

4.1. **Headings** Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of this Agreement.

4.2. **Termination** This Agreement shall remain In effect until terminated by either party with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

4.3. **Severability** Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.4. **Entire Agreement** This Agreement and the Appendix constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

4.5. **Assignment** This Agreement or any rights or obligations hereunder, shall not be assigned by either party without the express written approval of the other party. Any assignment made without such consent shall be null and void. Performance of the Trade Partner's obligation under any transaction or billings for utility service may not be assigned by the *Trade* Partner without PG&E's express written approval: provided that such assignment shah not relieve the Trade Partner of any of its obligations under this Agreement. Any assignment which does not comply with the provisions of this section 4.5 shall be null and void.

4.6. **Conflict of Interests/Business Ethics** Trade Partner shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with PG&E's interest. Trade

Partner or its employees shall not offer or cause to be offered gifts, entertainment, payments, loans or other services, benefits or consideration of more than a nominal value to PG&E's employees, their families, vendors, subcontractors or other third parties. Trade Partner shall immediately notify PG&E of any and all violations of this clause upon becoming aware of such violation.

4.7. **Non-Waiver** The waiver by either party of any breach of any term, covenant or condition contained in this Agreement or in a utility service billing, or any default in the payment of any obligation of any utility service billing rendered to the Trade Partner pursuant to this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default in payment constitute a continuing waiver of the same.

4.8. **Governing Law and Tariffs** This agreement shall be governed by and interpreted in accordance with the laws of the State of California and PG&E's tariffs filed with the California Public Utilities Commission (CPUC). This Agreement shall at all times be subject to any changes or modifications by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

4.9. **Force Majeure** No party shall be liable for any failure to perform its obligations in connection with any transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.

4.10. **EXCLUSION OF DAMAGES** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL. INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF ANY DELAY, OMISSION, OR ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF ANY DOCUMENTS PURSUANT TO THIS AGREEMENT. EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.11. **Notices**

4.11.1. Transmittal of Notices of Discontinuance of Service for Nonpayment. If Trade Partner's account becomes past due, notice of discontinuance of service for non-payment shall be given by mailing conventional CPUC-approved paper-based documents to the Trade Partner at the address specified herein via U.S. Mail, First Class, with postage prepaid.

If Trade Partner is an authorized Core Transportation Agent (CTA) providing aggregation service under PG&E's Gas Rule 23, a copy of the notice of discontinuance of service for non-payment sent to Trade Partner will also be given to each customer in the Trade Partner's Core Transportation Group by mailing conventional CPUC-approved paper-based documents via U.S. Mail, First Class, with postage prepaid.

4.11.2. Transmittal of CPUC-Required Notices to Trade Partner. One copy of each notice PG&E is required to provide to the Trade Partner under applicable CPUC tariffs, rules, regulations or decisions, shall be mailed to the Trade Partner at the address specified herein via U.S. Mail, First Class, with postage prepaid.

If Trade Partner is an authorized Core Transportation Agent (CTA) providing aggregation service under PG&E's Gas Rule 23, a copy of each notice PG&E is required to provide to individual customers in the Trade Partner's Core Transportation Group under applicable CPUC tariffs, rules, regulations, or decisions, shall be mailed directly by PG&E to each customer via U.S. Mail, First Class, with postage prepaid.

4.11.3. Transmittal of All Other Notices. All other notices given herein shall be m writing and shall be given by certified, registered or first class mail or special delivery, postage prepaid, to the persons specified below:

PG and E: _____

_____

_____

_____

_____

Trade Partner: _____

_____

_____

_____

_____

5. Execution

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Trade Partner)	_____
_____ (Signature)	_____ (Signature)
_____ (Print Name)	_____ (Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Appendix

ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

APPENDIX

STANDARDS. The Trade Partner and PG&E agree that the American National Standards Institute (ANSI) Business Data interchange Standards (currently ANSI X12) shall be the standards for the exchange of EDI transmissions between the parties.

Non-electronically transmitted documents will be sent by certified, registered or first class mail or special delivery, postage prepaid.

DOCUMENTS. Documents include, but are not limited to, the following transaction(s):

Transaction Set Number	Document Name or Description
	-
	-
	-
	-

GUIDELINES

Maintenance of Document Log. Each of the parties agrees to maintain a complete document log of all communications sent and received to and from the other party without any modification. Documents contained in such document logs shall be retrievable in readable form. Each party shall store said document log for a period of four years and shall make it available to the other party upon request.

THIRD PARTY SERVICE PROVIDERS

Trade Partner:

Name _____ Address _____ Telephone No. _____

Pacific Gas and Electric Company:

Name _____ Address _____ Telephone No. _____

ALLOCATION OF PROVIDER COSTS Each party shall, at its own expense, arrange with a third party "value added network" (VAN) for an electronic mailbox (mailbox) to which documents can be transmitted by the other party. The parties may change their VAN and mailbox upon 30 days prior written notice to the other party. Trade Partner and PG&E agree that each party will pay its respective costs for their mailbox, the services of a VAN and any other fees, charges, or costs relating to each party's respective use of EDI and the transmission of documents to the other party's mailbox. In the event that either party terminates this Agreement or ceases to use EDI, such party shall not become responsible as a result of such termination or otherwise for the other party's expenses relating to the use of EDI.

SECURITY PROCEDURES Each party shall properly use such security procedures, including any specified below and incorporated hereto by this reference, as are reasonably necessary to insure that all transmissions of documents are authorized and to protect business records and data from improper access by third parties

_____

_____

_____

_____

_____

EXISTING AGREEMENTS

_____

_____

_____

_____

_____

TERMS AND CONDITIONS FOR TESTING PERIOD. To facilitate the process of evaluating the feasibility of the EDI service, Trade Partner and PG&E may enter into a test of the EDI service.

By entering into a test, PG&E and Trade Partner agree to the following:

1. Test Period: The test period will be for a period of one hundred eighty (180) days or less and will commence with the date of the initial transmission of documents from PG&E to the Trade Partner's electronic mailbox.
2. Test Accounts: Trade Partner agrees to convert six (6) to twenty (20) of their PG&E customer accounts for the purpose of this test. Trade Partner understands and agrees that this conversion could necessitate the removal of these accounts from other optional billing or payment programs offered by PG&E.
3. Transaction Sets Each party agrees to send and receive test documents using the transaction sets listed in the "Documents" section of this Appendix.
4. Personnel Services PG&E will provide, without charge, a maximum of sixteen (16) hours of assistance to the Trade Partner's designated EDI technical support staff. Upon Trade Partner's request, PG&E is willing to provide additional assistance beyond the initial sixteen (16) hours, at the rate of $_____per hour. Trade Partner will be billed monthly for services rendered hereunder. Each invoice wilt be payable upon receipt.
5. Termination The test may be terminated by either party at any time by giving written notification to the person(s) listed in Section 4.11.3 of this agreement and will be effective upon receipt.

Gas Sample Form No. 79-866 Sheet 1
Gas Transmission Service Agreement

Please Refer to Attached
Sample Form

GAS TRANSMISSION SERVICE AGREEMENT

This Gas Transmission Service Agreement (GTSA) is made by and between PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and _____ _____ (Customer), a _____. PG&E and Customer each shall be referred to herein as a Party and together as Parties.

Subject to the provisions of this GTSA and the applicable PG&E gas Rules and Rate Schedules, PG&E agrees to make available to Customer the following categories of service:

Gold Coast Transportation Services
Golden Gate Market Center Services, including Storage Services

Election of any or all of such services by Customer and acceptance and authorization by PG&E shall be evidenced by the signatures of Customer and PG&E on the Exhibit(s) under this GTSA or pursuant to an executed Electronic Commerce System User Agreement (Form 79-982) with Customer which shall describe the specific terms and conditions of the service transactions to be performed.

1. TERM

1.1 This GTSA shall be effective upon the date that both parties have executed the agreement, or on _____. The initial term shall be twelve (12) months. Thereafter this GTSA shall continue from month to month unless terminated by either Party upon thirty (30) days' prior written notice to the other. Notwithstanding the above: (a) Neither Customer nor PG&E may unilaterally terminate this GTSA prior to the termination date for service set forth in any Exhibit executed by Customer and PG&E under this GTSA, and (b) PG&E may terminate this GTSA at any time in accordance with Paragraph 6.3 hereof or in accordance with PG&E's gas Rule 25 and may do so without thirty (30) days' prior written notice to Customer.

2. RATES AND CONTRACT QUANTITIES

2.1 The rate(s) to be charged for service(s) provided pursuant to this GTSA shall be as specified in the Exhibit(s) incorporated hereunder and applicable Rate Schedule(s), and Customer shall pay PG&E each billing period for all services rendered at the agreed-upon price.

2.2 PG&E shall have the unilateral right to apply at any time to the appropriate regulatory authority and, subject to approval thereof, make effective changes in the rates and charges applicable to services provided under this GTSA, the Rate Schedule(s) pursuant to which service hereunder is rendered, or any provisions of the applicable PG&E gas Rules.

2.3 The contract quantities for all services provided pursuant to this GTSA shall be as specified in the Exhibits incorporated hereunder.

3. BILLING AND PAYMENT

3.1 Bills shall be rendered and payments shall be due in accordance with gas Rule 25, Section C.

3.2 If an error is discovered in any bill rendered by PG&E, the amount of such error shall be adjusted, provided that a valid claim therefore is made within twelve (12) months from the date of the bill containing the original error.

3.3 Either Party may submit a billing dispute for resolution in accordance with Section 8; however, PG&E's remedies for late payments pursuant to Section C of gas Rule 25 shall be available notwithstanding such dispute resolution process.

GAS TRANSMISSION SERVICE AGREEMENT

4. GAS QUALITY AND OPERATING PROCEDURES

4.1 Gas delivered to PG&E by or on behalf of Customer pursuant to this GTSA shall meet the gas quality specifications set forth in PG&E gas Rule No. 21 or gas Rules 21 and 29, subject to gas supply type, as may be amended from time to time.

4.2 Customer shall conform to the operating procedures set forth in all applicable PG&E gas Rules in effect during the term of this GTSA.

5. WARRANTY OF TITLE AND RISK OF LOSS

5.1 Customer warrants, for itself and its successors, that it will have at the time of delivery of gas to PG&E good title to such gas and that all gas delivered to PG&E for performance of service hereunder shall be eligible for all requested service under applicable rules, regulations, or orders of the California Public Utilities Commission (CPUC), or other agency having jurisdiction. Customer shall indemnify PG&E and save and hold PG&E harmless from all claims, demands, suits, actions, damages, losses, expense (including attorneys' fees) and costs connected with regulatory, administrative, or judicial proceedings arising from any breach of this warranty, or any breach of this indemnification provision.

5.2 Risk of loss of gas delivered to PG&E pursuant to an Exhibit incorporated hereunder shall pass to PG&E upon delivery of such gas to PG&E and shall pass from PG&E to Customer upon delivery from PG&E to or on behalf of Customer.

6. GOVERNMENTAL AUTHORITY

6.1 All of the provisions of this GTSA shall be subject to all present and future applicable federal or state laws, orders, rules and regulations of governmental authorities having jurisdiction. This GTSA shall at all times be subject to such changes or modifications by the CPUC as the CPUC may, from time to time, direct in the exercise of its jurisdiction.

6.2 The Parties recognize that PG&E has entered into transactions hereunder based on its good faith understanding that all acts, obligations, and services performed or to be performed by PG&E hereunder, and the charges therefore, are exempt from the regulation of the Federal Energy Regulatory Commission (FERC), except those interstate transactions that are permitted under PG&E's blanket certificate issued pursuant to Section 284.224 of the FERC's regulations. These interstate transactions shall be provided subject to the provisions of Part 284, Subpart C of the FERC's regulations as may be amended from time to time.

6.3 PG&E retains the right to terminate immediately the offering or furnishing of any services hereunder if the continued performance of such services could reasonably be determined to jeopardize continuance of PG&E's Hinshaw Exemption pursuant to Section 1 (c) of the Natural Gas Act.

7. ASSIGNMENT

7.1 Assignment of GTSA by PG&E: Assignment of the entire interest and obligations of PG&E hereunder may be made to an entity succeeding to all or substantially all of the business properties and assets of PG&E used to provide services hereunder. PG&E must obtain the Customer's written consent to assign.

7.2 Assignment of Exhibits by Customer: Customer may assign individual Exhibits incorporated hereunder to third parties who have executed a GTSA with PG&E subject to the following conditions:

7.2.1 Such assignments may consist of all or a portion of Customer's contract quantity and all or part of Customer's remaining contract term as set forth in the subject Exhibit. In order to effect assignment of an individual Exhibit, Customer must provide PG&E with written notice using an Assignment of PG&E Backbone Pipeline and Storage Capacity Allocation (Form 79-867) bearing both the proposed assignor's and assignee's authorized signature and must obtain PG&E's consent as provided for in the assignment document.

7.2.2 If PG&E determines that the proposed assignee satisfies PG&E's creditworthiness requirements as specified in gas Rule 25, PG&E shall approve the assignment and thereafter the assignee shall be responsible for the performance of all obligations and duties pursuant to the assigned Exhibit and shall make any payments due under the assigned Exhibit directly to PG&E.

8. DISPUTE RESOLUTION

8.1 Any dispute, claim, or need for interpretation arising out of or relating to this GTSA which cannot be resolved after good faith discussions between the Parties within thirty (30) days of written notice from either Party to the other that there is such a dispute, claim, or need for interpretation shall be resolved in the manner set forth in Paragraphs 8.2 and 8.3, which shall be in lieu of litigation before any regulatory agency or in any state or federal court except to the extent that (i) both Parties agree to bring the matter before the CPUC; (ii) the matter is within the jurisdiction of the CPUC, and (iii) the CPUC is willing to accept the matter for resolution.

8.2 At either Party's request, the Parties shall submit their dispute to non-binding mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association (AAA). The Parties shall establish specific ground rules for the mediation at least fourteen (14) days in advance of the mediation meeting. The mediation shall be held in San Francisco, California, and shall commence within thirty (30) days of a Party's request for mediation. Each Party shall bear its own mediation costs. The costs and expenses of the mediator shall be divided equally between the Parties.

8.3 If no settlement is reached as a result of the procedures prescribed in Paragraph 8.2, the matter shall be submitted to binding arbitration pursuant to the Commercial Arbitration Rules of the AAA (including any rules for expedition of the hearing process); provided, however, such rules shall be modified as necessary to reflect the following:

8.3.1 Unless the Parties otherwise agree, the arbitration panel shall be composed of three persons. Each Party shall nominate one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall act as the presiding arbitrator or chair of the panel. If either Party fails to nominate an arbitrator within thirty (30) days of receiving notice of the nomination of an arbitrator by the other Party, such (second) arbitrator shall be appointed by the AAA at the request of the first Party. If the two arbitrators so selected fail to select a third arbitrator, the third arbitrator shall be appointed by the AAA. Should a vacancy occur on the panel, it shall be filled by the method by which that arbitrator was originally selected.

8.3.2 The arbitration shall be held at a location to be agreed to by the Parties, or, failing such an agreement, at San Francisco, California.

8.3.3 The arbitrators shall hold a preliminary meeting with the Parties within thirty (30) calendar days of the appointment of the third arbitrator for the purpose of determining or clarifying the issues to be decided in the arbitration, the specified procedures to be followed, and the schedule for briefing and/or hearings. The arbitrators shall hold a hearing and, within one hundred and twenty (120) calendar days of the preliminary meeting (except in extraordinary cases), shall issue a written decision, supported by a majority of the arbitrators, and include findings of fact and conclusions of law. Such decision shall thereafter be deemed to be part of this GTSA and incorporated by reference herein.

8.3.4 If one or both of the Parties have a substantial need for discovery in order to prepare for the arbitration hearing, the Parties shall attempt in good faith to agree on a minimum plan for expeditious discovery. Should they fail to reach agreement, either Party may request a joint meeting with the presiding arbitrator to explain points of agreement and disagreement, and the presiding arbitrator shall thereafter promptly determine the scope of discovery and the time allowed therefore.

8.3.5 Pending such written decision and findings of facts and conclusions of law as set forth in subparagraph 8.3.3, the Parties shall continue to operate under the GTSA as on the date the arbitration was requested; however, the decision by the panel should consider specifically the appropriateness of retroactive adjustments to the date the dispute first arose.

8.3.6 The allocation of costs of arbitration shall be considered and determined by the panel in connection with its decision, and, for example, the entire costs of such proceeding, including reasonable attorneys' fees (for in-house and outside counsel) may be awarded to the prevailing Party.

8.3.7 The United States District Court for the Northern District of California or a Superior Court of the State of California may enter judgment upon the panel's decision, either by confirming the decision or by vacating, modifying, or correcting the decision. The Court may vacate, modify, or correct any such decision only: (i) if there exist any of the grounds referred to in the United States Arbitration Act, or (ii) to the extent that the panel's conclusions of law are erroneous.

8.3.8 In the event it is necessary to enforce an arbitration award, all costs of enforcement, including reasonable attorneys' fees (for in-house and outside counsel), shall be payable to the prevailing Party.

8.4 The resolution of disputes subject to this Section 8 shall be governed, and the arbitrators shall render their decision in accordance with, the substantive laws of the State of California, without regard to its choice of law rules. Notwithstanding the foregoing, questions concerning the arbitrability of any issue under this dispute resolution clause shall be governed exclusively by the United States Arbitration Act.

8.5 Neither Party shall be liable under this GTSA for any punitive or exemplary damages.

9. FORCE MAJEURE

9.1 The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockage, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for making non-routine repairs, non-routine alterations to machinery or lines of pipe, freezing lines of pipe, acts of civil or military authority (including, but not limited to, courts, or administrative or regulatory agencies), and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which, by the exercise of due diligence, that Party is unable to prevent or overcome.

9.1.1 It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the Party having the difficulty.

9.1.2 It is understood and agreed that "force majeure" as used herein shall not include, nor are exclusions limited to, scheduled and routine maintenance and repairs of machinery and lines of pipe, operational flow orders or emergency flow orders in accordance with PG&E gas Rule 14, financial considerations, or the unavailability of upstream or downstream transportation or supply.

9.2 In the event Customer or PG&E is rendered unable, wholly or in part, by force majeure to carry out its obligations under this GTSA, it is agreed that, upon such Party giving notice and reasonably full particulars of such force majeure in writing (or by facsimile or telephone if confirmed in writing within seventy-two (72) hours) to the other Party within five (5) business days of the onset of the force majeure condition, then the obligations of the Party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the effects of the cause, and the Party subject to such cause shall remedy it so far as possible with all reasonable dispatch; provided, however, that no force majeure shall be cause for delay in the payment for services rendered prior to its inception.

10. NOTICE

10.1 Unless expressly provided herein to the contrary, any notice called for in this GTSA shall be in writing and shall be considered as having been given if delivered by e-mail with read receipt verification, facsimile (if followed in a timely manner by confirming documents), courier, or registered mail, with all postage or charges prepaid, to either PG&E or Customer at the address designated below.

10.2 Routine communications, including monthly statements and payment, shall be considered duly delivered when received by e-mail with read receipt verification, posted electronically on PG&E's Website, ordinary mail or by facsimile (if confirmed by telephone communication and followed by confirming documents).

10.3 Customer's daily nominations shall be considered as duly delivered when received by facsimile, posted electronically on PG&E's Website or electronic data interchange.

10.4 The addresses of the Parties to be used for notices are as follows:

Formal Communications, Offers and Acceptances

Name: _____	Pacific Gas and Electric Company
Company: _____	(Title)
_____	(Mailing Address)
Department: _____	(City, State, Zip Code)
Address: _____	Telephone No.: (xxx) xxx-xxxx
_____	Facsimile No.: (xxx) xxx-xxxx
_____	e-mail: xxxxxxx@pge.com
Telephone No.: _____	
Facsimile No.: _____	
e-mail: _____	

Billing Communications

Name: _____	Pacific Gas and Electric Company
Company: _____	(Title)
_____	(Mailing Address)
Department: _____	(City, State, Zip Code)
Address: _____	Telephone No.: (xxx) xxx-xxxx
_____	Facsimile No.: (xxx) xxx-xxxx
_____	e-mail: xxxxxx@pge.com
Telephone No.: _____	
Facsimile No.: _____	
e-mail: _____	

Payments

Name: _____
Company: _____
_____
Department: _____
Address: _____
_____
_____
Telephone No.: _____
Facsimile No.: _____
e-mail: _____

PG&E Billing Center
c/o Payment Research
885 Embarcadero Drive
West Sacramento, CA 95605-1503
Telephone No.: (800) 343-4743
e-mail: xxxxxx@pge.com

Operating Communications

Name: _____
Company: _____
_____
Department: _____
Address: _____
_____
_____
Telephone No.: _____
Facsimile No.: _____
e-mail: _____

Pacific Gas and Electric Company
(Department)
(Mailing Address)
(City, State, Zip Code)
Telephone No.: (xxx) xxx-xxxx
Facsimile No.: (xxx) xxx-xxxx
e-mail: xxxxxx@pge.com

10.5 Either Party may from time to time change or designate any other name or address for such purposes upon timely notice by the Party requesting such change.

11. ADDITIONAL PROVISIONS

11.1 This GTSA and the obligations of the Parties hereunder shall be controlled by, interpreted, and construed in accordance with the laws of the state of California without regard to the principles of conflicts of law or other principles that might refer the governance of the construction of this GTSA to the law of another jurisdiction.

11.2 This GTSA in all respects shall be and remains subject to applicable PG&E gas Rules and Rate Schedules in effect during the term of this GTSA as they may change from time to time.

11.3 PG&E shall not be required to perform or to continue to perform service under this GTSA if Customer becomes insolvent, or fails to establish or confirm its creditworthiness within a reasonable period following PG&E's request. Customer agrees to provide PG&E, initially and on a continuing basis as requested by PG&E, evidence of Customer's creditworthiness as a condition of Customer's eligibility to receive service under this GTSA.

11.4 No consent or waiver, express or implied, by either Party to any breach or default by the other Party in the performance of obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default, whether of a like or of a different character. Failure on the part of either Party to complain of any act or failure to act by the other Party or to declare the other Party in default, regardless of how long such failure continues, shall not constitute a waiver by such Party of any of its rights hereunder.

11.5 No Party shall be obligated to finance, construct, add to, alter, or modify any facilities in connection with the receipt or performance of services pursuant to this GTSA.

11.6 This GTSA is intended to be solely for the benefit of the Parties and their permitted successors and assigns, and, except as may be specifically set forth herein, is not intended to and shall not be construed to confer upon any other party any other rights or benefits. Nothing in this GTSA shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party.

GAS TRANSMISSION SERVICE AGREEMENT

11.7 Nothing in this GTSA shall be deemed to create any rights or obligations between the Parties hereto after the termination or expiration of this GTSA; however, termination or expiration of this GTSA shall not relieve either Party of the obligation to correct any volume imbalances, or relieve Customer of the obligation to pay any amounts due to PG&E for service provided prior to the date of termination or expiration.

11.8 PG&E shall have no liability to any Customer, or any assignee thereof, for any curtailment or interruption of service or losses of gas pursuant to this GTSA, PG&E's gas Rules or Rate Schedules. The liability of PG&E for any curtailments or interruptions or gas losses otherwise arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the gas services or facilities furnished by PG&E shall in no event exceed an amount equal to any applicable pro rata charges for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect and under no circumstances shall PG&E be liable to Customer, or assignee thereof, for consequential, indirect or punitive damages for an interruption or curtailment of service or losses of gas, whether arising in contract, Tort (including negligence) or otherwise; provided, however, that the provisions hereof shall not apply to damages caused by willful misconduct, fraudulent conduct or violations of law.

11.9 Unless otherwise provided, all substances, whether or not of commercial value and including all liquid hydrocarbons of whatever nature, that PG&E recovers in the normal course of providing service to Customer hereunder, shall be PG&E's sole property, and PG&E shall have no obligation to account to Customer for any value that may attach or be said to attach to such substances.

11.10 Any provision of this GTSA that is prohibited by or unenforceable in any applicable jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction.

11.11 PG&E may accept facsimile copies of this GTSA and any other notices or agreements hereunder, and the same shall be binding on Customer as though they were original signed documents. PG&E may accept the signature of any representative of Customer on any such agreement or notice, and the same shall be binding on Customer without any obligation on PG&E's part to verify that the person so signing has authority to bind Customer provided that Customer may, and has the affirmative obligation to, provide PG&E with a list of people authorized by Customer to execute such documents or agreements with PG&E, and, if Customer provides such a list, PG&E shall limit its acceptance of and reliance on such documents accordingly.

11.12 This GTSA and the Exhibits executed by Customer and PG&E under this GTSA constitute the entire agreement of the Parties on the matters set forth herein, and may be amended or modified only by an instrument in writing executed by both Parties (except changes to names and addresses in Paragraph 10.4.

IN WITNESS WHEREOF, the Parties hereto have caused this GTSA to be executed and in effect.

FOR CUSTOMER	FOR PACIFIC GAS AND ELECTRIC COMPANY
Signature _____	Signature _____
Name _____	Name _____
Date _____	Date _____
_____	_____
Title of Authorized Representative	Title of Authorized Representative

Incorporated Attachment(s): Applicable Exhibit(s)
Gas Rules 1, 14, 21, 25, 26, 29 are available at www.pge.com/tariffs
Please contact a CGT Account Manager at 1-800-343-4743 if you do not have access to a computer to view our Web Tariff Book or if you have difficulty opening the link

Gas Sample Form No. 79-867 Sheet 1
Assignment of PG&E Backbone Pipeline and Firm
Storage Capacity Allocation

Please Refer to Attached
Sample Form

ASSIGNMENT OF PG&E BACKBONE PIPELINE AND FIRM STORAGE CAPACITY ALLOCATION

_____(Customer/Assignor), who holds a current Gas Transmission Service Agreement (Form 79-866) (GTSA) and a current GTSA Exhibit agrees to assign to _____ (Assignee) Customer/Assignor's rights to PG&E's capacity allocation as set forth below.

Customer/Assignor #: _____

Customer/Assignor's GTSA Exhibit #: _____

Applicable Rate Schedule: _____

Term of Assignment: From _____ to _____

For Firm Transportation: Contract Quantity (Dth): _____

For Firm Storage Capacity: Annual Inventory (Dth): _____

This assignment is subject to PG&E's consent and its determination that Assignee meets PG&E's creditworthiness requirements as set forth in gas Rule 25. This completed form must be received and consented to by PG&E no later than three (3) business days prior to Assignee utilizing the assigned capacity. PG&E will notify Customer/Assignor and Assignee of its consent to the assignment pursuant to the provisions of its executed Electronic Commerce System User Agreement (Form 79-982) with PG&E. As consideration for PG&E's consent to this assignment, Assignee accepts the assignment as set forth herein and agrees to all of the terms, conditions and obligations, including payment obligations under the GTSA and Exhibit specified above, as well as PG&E's gas rules and applicable rate schedules, and agrees to perform fully thereunder for the term of assignment set forth herein. All remedies available to PG&E under the Customer/Assignor's GTSA and Exhibit shall be available to PG&E under this assignment.

PG&E shall send all bills and notices to Assignee at the addresses provided in their GTSA. This assignment may consist of all or a portion of the Customer/Assignor's Exhibit. For the assignment of a core firm storage Exhibit, the assignment may be effective any day throughout the current Storage Year (April-March) and shall be for all of the remaining portion of the Exhibit's current term.

This form 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

The parties hereto, by their signature below, assign and accept the assignment of the GTSA Exhibit subject to the terms and conditions herein.

CUSTOMER/ASSIGNOR:	ASSIGNEE:
Name _____	Name _____
Title _____	Title _____
Signature _____	Signature _____
Date _____	Date _____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-868 Sheet 1
California Gas Transmission Credit Application

Please Refer to Attached
Sample Form

CALIFORNIA GAS TRANSMISSION CREDIT APPLICATION

Prior to receiving natural gas transmission services (e.g. transportation, storage, park & lend, core aggregation, and balancing aggregation), an applicant must complete and sign this form and submit it to Pacific Gas and Electric Company (PG&E), along with financial information as described in gas Rule 25.

PG&E will determine if an applicant meets PG&E's creditworthiness standards. If PG&E determines an applicant has demonstrated sufficient creditworthiness to be eligible for gas transmission services, PG&E shall establish a credit line for the applicant.

An applicant shall forward this completed and signed application, and accompanying financial information to the following address:

Pacific Gas and Electric Company
California Gas Transmission Credit Application
6121 Bollinger Canyon Road
Room 4240E
San Ramon, CA 94583

An applicant will not be eligible to receive gas transmission services until PG&E approves the applicant's credit application and the applicant and PG&E execute, as may be applicable, a Gas Transmission Service Agreement (GTSA) (Form No. 79-866) or a Noncore Balancing Aggregation Agreement (NBAA) (Form No. 79-869), a Self-Balancing Amendment (SB Amendment) (Form No. 79-971), or a Core Gas Aggregation Service Agreement (CTA Agreement) (Form No. 79-845).

Please furnish the following information:

1. Applicant/Company

Applicant Name (i.e., company) _____

State of Incorporation _____
(Please mark N/A if not incorporated.)

DUNS Number _____
(Required for making backbone transportation nominations.)

Federal Tax ID _____

State Tax ID _____

Internet Web Site Address (if applicable) _____

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

2. Identification of Parent Company, Affiliates, and Subsidiaries (where applicable)
(attach additional information if necessary)

Parent Company: _____

Subsidiary (ies): _____

_____

Affiliate(s): _____

_____

3. Contact Person/Department by Role (complete all that apply)
(If an address is the same, please write "same".)

a. Chief Financial Officer (or Financial Contact Person)

Salutation (Mr., Ms., etc.) _____
First, Middle, Last Name _____
Title _____
Department Name _____
Address, first line _____
Address, second line _____
Address, third line _____
City, State, Postal Code, Country _____
E-mail Address _____
Telephone (_____) _____
Alternate Telephone (_____) _____
Fax Number (_____) _____
Pager (_____) _____

b. Formal Contract Communications, Offers and Acceptances

Salutation (Mr., Ms., etc.) _____
First, Middle, Last Name _____
Title _____
Department Name _____
Address, first line _____
Address, second line _____
Address, third line _____
City, State, Postal Code, Country _____
E-mail Address _____
Telephone (_____) _____
Alternate Telephone (_____) _____
Fax Number (_____) _____
Pager (_____) _____

3. Contact Person/Department by Role (complete all that apply) (Continued)

c. Billing Communications

Salutation (Mr., Ms., etc.) _____
First, Middle, Last Name _____
Title _____
Department Name _____
Address, first line _____
Address, second line _____
Address, third line _____
City, State, Postal Code, Country _____
E-mail Address _____
Telephone (_____) _____
Alternate Telephone (_____) _____
Fax Number (_____) _____
Pager (_____) _____

d. Payments

Salutation (Mr., Ms., etc.) _____
First, Middle, Last Name _____
Title _____
Department Name _____
Address, first line _____
Address, second line _____
Address, third line _____
City, State, Postal Code, Country _____
E-mail Address _____
Telephone (_____) _____
Alternate Telephone (_____) _____
Fax Number (_____) _____
Pager (_____) _____

e. Operating Communications

Salutation (Mr., Ms., etc.) _____
First, Middle, Last Name _____
Title _____
Department Name _____
Address, first line _____
Address, second line _____
Address, third line _____
City, State, Postal Code, Country _____
E-mail Address _____
Telephone (_____) _____
Alternate Telephone (_____) _____
Fax Number (_____) _____
Pager (_____) _____

4. Representations

Is the applicant:	**Yes**	**No**
a. Operating under federal bankruptcy laws?	_____	_____
b. Subject to pending litigation or regulatory proceedings in state or federal courts which could cause a substantial deterioration of Applicant's financial condition?	_____	_____
c. Subject to collection lawsuits or outstanding judgments which could impact solvency?	_____	_____

5. Requested Level of Gas Transmission Services

Applicant is interested in purchasing the following maximum monthly dollar amounts of the following gas transmission services from PG&E. This information will be used to determine the applicant's credit line.

Estimated Maximum Monthly Dollar Value of Services to be purchased or received from PG&E or to be billed by CTA:

Transportation	**$** _____
Storage	**$** _____
Park and Lend	**$** _____
Balancing Aggregation	**$** _____
Core Transport	**$** _____
TOTAL:	**$** _____

6. Please Provide the Following Three Items of Financial Information:

a. Customer's Annual Reports for the most recent three years;

b. Customer's U.S. Securities and Exchange Commission (SEC) Form 10-K for the most recent three years; or,

1) If SEC Form 10-K is unavailable, please substitute audited annual financial information (including a balance sheet, income statement, notes to the financial statements and cash flow statement); or,

2) If audited statements are unavailable, please substitute unaudited annual financial information (including a balance sheet, income statement, and cash flow statement) accompanied by an attestation by Applicant's Chief Financial Officer that the information submitted by Applicant is true, correct and a fair representation of Applicant's current and foreseeable future financial condition;

c. Most recent quarterly or monthly financial information (including a balance sheet, income statement, and cash flow statement) accompanied by an attestation by Applicant's Chief Financial Officer that the information submitted is true, correct and a fair representation of Applicant's financial condition.

7. Examples of Secured and Unsecured Credit

PG&E will use the information above to determine the Applicant's maximum credit line, either secured or unsecured. PG&E may request the Applicant to provide additional evidence of its creditworthiness, in which event the Applicant may elect to provide one of the following, as specified in gas Rule 25:

a. Prepayment; or

b. Cash deposit; or

c. Letter of credit; or

d. Guaranty, in form and substance satisfactory to PG&E, from Applicant's parent company or other guarantor that satisfies PG&E's credit requirements; or

e. Such other form of security that PG&E may, at its discretion, deem acceptable.

8. Certification, Authorization, and Signature

PG&E reserves the right to deny gas transmission services to any Applicant failing to demonstrate creditworthiness.

PG&E will treat all financial statements provided by Applicant in a confidential manner.

Applicant certifies that the information herein is complete and accurate to the best of Applicant's knowledge, information and belief, and that the individual signing below is an authorized Officer of the Customer.

Applicant hereby authorizes PG&E to obtain or exchange any information that may be required relative to this Application from any source, including Applicant's financial and trade references. Applicant also hereby authorizes each source to provide such information.

I understand that this application 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.

Legal Name of Applicant (i.e., Company): _____

Signature of Authorized Representative: _____

Name (Please Print): _____

Title: _____

Date: _____

9. PG&E Internal Use Only

Gas Credit Line: _____

Approved By (Signature): _____

Name (Please Print): _____

Title: _____

Phone: _____

Date: _____

Gas Sample Form No. 79-869 Sheet 1
Noncore Balancing Aggregation Agreement

Please Refer to Attached
Sample Form

NONCORE BALANCING AGGREGATION AGREEMENT

This Noncore Balancing Aggregation Agreement (NBAA) is made by and between PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation,
and_____
a(n)_____(Balancing Agent). PG&E and Balancing Agent each shall be referred to herein as "Party" and together as "Parties".

1. GENERAL

PG&E will provide gas balancing services on an aggregated basis, if appropriate, to Balancing Agent on behalf of Balancing Agent's individual Noncore End-Use Customers (Customer). Customer and Balancing Agent shall execute a separate Exhibit A for each Customer account under this NBAA.

By entering into this NBAA, Balancing Agent accepts responsibility for all applicable balancing, capacity allocation and constraint obligations, rights, penalties and credits pursuant to gas rate Schedule G-BAL, gas Rule 14 and other applicable rules, from the date this NBAA is effective, and for each Customer executing an Exhibit A. Any existing Customer imbalances and/or adjustments to past imbalances will also become the responsibility of the Balancing Agent upon the effective date of the NBAA.

Balancing Agent shall be subject to PG&E's tariffs, as they may change from time to time, and as they apply to Customers' accounts on an aggregated basis. Balancing Agent may act as an agent for other PG&E Customers under separate NBAAs.

The Balancing Agent is authorized by PG&E, and by each Customer executing an Exhibit A to this NBAA, to do any and all things both proper and necessary in receiving balancing services and complying with all obligations for and on the Customer's behalf, including (by way of illustration and not limitation) the purchase, nomination and delivery of gas supplies, accounting, trading and/or cash-outs of gas imbalances, compliance with gas Rule 14 and other rules as applicable, management of gas storage inventories, and all related transactions for each PG&E Customer account as set forth in the attached Exhibit(s) A.

2. TERM OF AGREEMENT

This NBAA is effective upon the date that both Parties have executed the Agreement.

3. EXHIBITS

Exhibit A--Customer Balancing Agent Service Authorization: To assign to the Balancing Agent all applicable balancing, capacity allocation and constraint obligations, rights, penalties and credits and to authorize the Balancing Agent to act on the Customer's behalf in providing, receiving service, and complying with the terms and conditions thereof pursuant to rate Schedule G-BAL, gas Rule 14 and other rules, as applicable, Customer and Balancing Agent must execute an Exhibit A. If the Customer has multiple accounts under this NBAA, a separate Exhibit A must be executed for each account.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Exhibit B—Customer Termination of Balancing Agent Service Authorization: A Customer who wishes to terminate any or all Exhibit(s) A under this NBAA and resume on its own behalf all balancing, capacity allocation and constraint obligations, penalties, and credits, must complete an Exhibit B for each Exhibit A and submit it to PG&E, with a copy to the Balancing Agent.

A Customer who wishes to designate a new Balancing Agent must submit an Exhibit B for each Exhibit A under this NBAA to PG&E, with a copy to the Balancing Agent. Customer must submit an Exhibit A for each account under the NBAA with the new Balancing Agent to PG&E, with a copy to the new Balancing Agent. Likewise, for a Balancing Agent to terminate agent service to a Customer, Balancing Agent must submit an Exhibit B for each Exhibit(s) A to PG&E, with a copy to the Customer. The termination of a Balancing Agent shall become effective pursuant to the terms of Exhibit B.

4. COMMUNICATIONS AND OPERATIONS CONTACTS

All formal communications pertaining to this NBAA shall be in writing and shall be considered received when delivered by e-mail with read receipt verification, facsimile (if followed in a timely manner by confirming documents), courier, or registered mail, with all postage or charges prepaid, to either Party at the address designated below. Daily Nominations shall be considered as duly delivered when received by facsimile or electronic data interchange. Either Party may, from time to time, change or designate any other name or address for receiving communications upon timely notice by the Party requesting such change.

Gas Nominations/OFO/EFO Notifications

Name:_____	Pacific Gas and Electric Company
Company:_____	Attn: Gas Scheduling
Department: _____	(Mailing Address)
Address:_____	(City, State, Zip Code)
_____	Telephone No.: (xxx)xxx -xxxx
Telephone No.:_____	Facsimile No.: (xxx) xxx-xxxx
Facsimile No.: _____	
e-mail: _____	e-mail: pgeschedulingx@pge.com

Imbalance Notifications and Trades

Name:_____	Pacific Gas and Electric Company
Company:_____	Attn: Balancing Coordinator
Department: _____	(Mailing Address)
Address:_____	(City, State, Zip Code)
_____	Telephone No.: (xxx) xxx-xxxx
Telephone No.:_____	Facsimile No.: (xxx) xxx-xxxx
Facsimile No.:_____	
e-mail: _____	e-mail: CGTServicesX@pge.com

5. BILLING AND PAYMENT

Balancing Agent shall be responsible for paying PG&E for all charges associated with all services provided to each Customer, or obligations imposed on the Customer, which are the subject of this NBAA. These charges include, but are not limited to, imbalance charges pursuant to rate Schedule G-BAL, and Operational Flow Order (OFO) and Emergency Flow Order (EFO) noncompliance charges or diversion charges pursuant to gas Rule 14. Billing and payment provisions are set forth in gas Rule 25.

6. CREDITWORTHINESS

The Balancing Agent shall meet creditworthiness requirements as set forth in gas Rule 25 in order to act as Customer's Balancing Agent under this NBAA. Creditworthiness determinations may be adjusted by PG&E when Customers begin or terminate services with Balancing Agent under this NBAA.

7. ASSIGNMENT

This NBAA may not be assigned by any Party without the written consent of the other Party. Any successor to, transferee of, or assignee of the rights of a Party, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all terms and conditions of this NBAA to the same extent as though such successor, transferee or assignee were an original Party. Assignment of this NBAA shall not release the assigning Party from any of the obligations under this NBAA prior to assignment, unless such a release, and its terms, are specifically agreed to in writing by the other Party to this NBAA and by the assuming Party.

8. FORCE MAJEURE

It is understood and agreed that "force majeure" as used herein shall not include, nor are exclusions limited to, scheduled and routine maintenance and repairs of machinery and lines of pipe, operational flow orders or emergency flow orders in accordance with PG&E gas Rule 14, financial considerations, or the unavailability of upstream or downstream transportation or supply.

In the event Balancing Agent or PG&E is rendered unable, wholly or in part, by force majeure to carry out its obligations under this NBAA, it is agreed that, upon such Party giving notice and reasonably full particulars of such force majeure in writing (or by facsimile or telephone if confirmed in writing within seventy-two (72) hours) to the other Party within five business days of the onset of the force majeure condition, then the obligations of the Party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the effects of the cause, and the Party subject to such cause shall remedy it so far as possible with all reasonable dispatch; provided, however, that no force majeure shall be cause for delay in the payment for services rendered prior to its inception.

The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockage, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for making non-routine repairs, non-routine alterations to machinery or lines of pipe, freezing lines of pipe, acts of civil or military authority (including, but not limited to, courts, or administrative or regulatory agencies), and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which, by the exercise of due diligence, that Party is unable to prevent or overcome.

It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the Party having the difficulty.

9. LIABILITIES AND WAIVERS

With the exception of tariff and rule changes approved by the Public Utilities Commission of the State of California (CPUC), no subsequent waiver, modification or amendment of this NBAA or of any of its provisions shall be of any effect unless in writing and signed by a duly authorized representative of each Party.

This NBAA shall not change the obligations, restrictions or rights contained in other agreements between the Parties unless expressly set forth in this NBAA. The Parties agree that all understandings between them regarding the gas service to be provided under this NBAA are set forth or referenced in this NBAA. No agreements, representations, memoranda, or any other form of communication, written or oral, exchanged before the signing of this NBAA (other than PG&E's tariffs), shall be grounds for altering or interpreting the terms of this NBAA.

The waiver by any Party of any breach of any term, covenant or condition contained in this NBAA, or any default in the performance of any obligations under this NBAA, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

No Party under this NBAA shall be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort, for any actions or inaction arising from or related to the NBAA.

PG&E shall have no liability to any Customer, or any assignee thereof, for any curtailment or interruption of service or losses of gas pursuant to this NBAA, PG&E's gas rules or rate schedules. The liability of PG&E for any curtailments or interruptions or gas losses otherwise arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the gas services or facilities furnished by PG&E shall in no event exceed an amount equal to any applicable pro rata charges for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, and under no circumstances shall PG&E be liable to Customer, or assignee thereof, for consequential, indirect or punitive damages for an interruption or curtailment of service or losses of gas, whether arising in contract, Tort (including negligence), or otherwise; provided, however, that the provisions hereof shall not apply to damages caused by willful misconduct, fraudulent conduct or violations of law.

This NBAA shall be interpreted under the laws of the State of California. This NBAA and the obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this NBAA (or the successors of those authorities).

PG&E retains the right to terminate immediately the offering or furnishing of any services hereunder if the continued performance of such services could reasonably be determined to jeopardize continuance of PG&E's Hinshaw Exemption pursuant to Section 1 (c) of the Natural Gas Act.

10. GOVERING AUTHORITY

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.

IN WITNESS WHEREOF, the Parties hereto have caused this Noncore Balancing Aggregation Agreement be executed as of the Execution Date.

	PACIFIC GAS AND ELECTRIC COMPANY
(Balancing Agent)	
(Signature)	*(Signature)*
(Print or Type Name of Authorized Representative)	*(Print or Type Name of Authorized Representative)*
(Title)	*(Title)*
(Date)	*(Date)*

Incorporated Attachments: Exhibit(s) A, B
Gas Rate Schedule G-BAL and Gas Rules 14, 25 are available at www.pge.com/tariffs
Please contact a CGT Account Manager at 1-800-343-4743 if you do not have access to a computer to view our Web Tariff Book or if you have difficulty opening the link

Gas Sample Form No. 79-875 Sheet 1

Application and Agreement for Electric and/or Natural Gas Facilities Where Full Advance Payment is Required

Rule 13 - Temporary Service

Please Refer to Attached

Sample Form

DISTRIBUTION
☐ Customer (Original)
☐ Division
☐ _____
☐ _____

REFERENCE
Premises#:_____
CDx/Acct#:_____
_____
_____
_____

APPLICATION AND AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS FACILITIES WHERE FULL ADVANCE PAYMENT IS REQUIRED
Rule 13 - Temporary Service

To Pacific Gas and Electric Company:

The undersigned Applicant hereby requests you to deliver ❑electric energy and/or ❑ natural gas to and for the equipment hereinafter described, at the location shown on Exhibit A, in accordance with the applicable rates and rules of PG&E.

In consideration of PG&E's acceptance of this application and the installation of facilities to supply temporary electric and/or natural gas service, Applicant hereby agrees to the following:

1. PG&E has made available for inspection its applicable rates and rules. Applicant agrees to comply therewith, and with any changes or modifications thereof which may be authorized from time to time by the Public Utilities Commission of the State of California
2. Applicant's attention has been directed to the rate schedules applicable to the service herein described, and Applicant has elected to take and pay for service under Schedule _____for a maximum period of _____months. As specified in this schedule, Applicant elects the following optional provisions:
3. Applicant agrees to pay, in advance to PG&E, prior to the installation thereof, the estimated cost installed plus the estimated cost of removal, less the estimated salvage of the facilities installed to provide the service herein applied for, which cost is agreed to be the sum of _____Dollars ($_____).
4. The amount of refund upon reclassification of Applicant's facilities from temporary to permanent will be made on the basis of the extension and/or service rule in effect at the time temporary service is reclassified to permanent. No interest shall be paid on any amount advanced.
5. Applicant hereby grants to PG&E a right-of-way for any electric and/or natural gas lines which it may be necessary to build in, on, under or over Applicant's premise for the purpose of making delivery hereunder. Where Applicant requests facilities which are in addition to, or in substitution for, the standard facilities which PG&E normally would install, the extra cost thereof shall be paid by Applicant under the provisions of PG&E's Gas or Electric Rule 2.
6. In the event Applicant, prior to reclassification, materially increases or decreases his electric service and/or natural gas requirements from those installed hereunder and a change is made in PG&E's facilities, settlement shall be made for the installation and removal cost of the facilities removed. A new temporary service agreement shall be entered into providing for the modified service required by Applicant.
7. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

APPLICATION AND AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS FACILITIES WHERE FULL ADVANCE PAYMENT IS REQUIRED
Rule 13 - Temporary Service

ELECTRIC EQUIPMENT TO BE SERVED	PHASE	K.V.A.	K.W.	H.P.
LIGHTING				
POWER				

Electric Service Voltage _____Volts Electric Load_____kW Est. Max.

Demand_____kW

Electric Main Service Rating _____amperes

Natural Gas Load:

Gas Load _____Btu/hr. Gas Delivery Pressure _____psia

Print Customer Name: _____

Title (if applicable): _____

Signature::_____Date: _____

Gas Sample Form No. 79-936
Deed of Conveyance

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DEED OF CONVEYANCE

DISTRIBUTION

- ☐ Grantor
- ☐ PG&E Land
- ☐ PG&E Division
- ☐ _____

REFERENCES

PM#:_____

BD#:_____

SA#:_____

_____ (Grantor or Grantors), does hereby grant, bargain, sell and convey to **PACIFIC GAS AND ELECTRIC COMPANY** (PG&E), a California Corporation, Its successors and assigns, free and clear of all liens and encumbrances, those certain _____facilities

(Gas/Electric, O.H./U.G. Transmission/Distribution/Communication)

now installed on or adjacent to Grantor's premises located at _____ _____, County of _____, State of California, together with all necessary rlghts-of-way and easements therefor, in the locations shown and delineated upon the sketch attached hereto and made a part hereof and particularly described thereon.

Grantor(s) agrees to execute such other documents as PG&E may require to enable it to record the rights-of-way and easements above granted.

This Deed of Conveyance shall be governed by and construed In accordance with the laws of the State of California. This form 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.

IN WITNESS WHEREOF, Grantor(s) have executed this Deed of Conveyance this _____ day of _____, 20____.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Grantor	_____
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-937
Assignment Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

ASSIGNMENT AGREEMENT*

DISTRIBUTION

- ☐ Assignor)
- ☐ Assignee
- ☐ Division
- ☐ Accounting
- ☐ _____

REFERENCES

MLX#: _____

_____

_____

_____

_____ (Assignor),

the _____ referred to in that certain agreement(s) dated
(*Applicant, customer, subdivider, etc.*)
_____ with **PACIFIC GAS AND ELECTRIC COMPANY** (PG&E), a copy of which

is attached hereto, relating to the _____

_____
(*Describe work or service performed*)
at or near _____, County of _____, California,
and _____ (Assignee), agree as follows:

Check and complete one of the following applicable conditions:

☐ Assignor assigns to Assignee effective _____, all of Assignor's rights in and under said agreement and delegates to Assignee all of Assignor's duties and obligations of the agreement. Assignee hereby accepts this assignment and agrees to assume all of Assignor's duties and obligations in and under said agreement. This assignment includes, but is not limited to, all of Assignor's rights to any applicable refunds of the Advanced specified in the agreement, less any charges which are due or may become due under the terms of the agreement.

☐ Assignor hereby assigns effective _____to Assignee all of Assignor's rights to any refunds of the advance specified in Section _____ of such agreement less any cost-of-ownership charges which are due or may become due under the terms of the agreement. The current unrefunded balance is $_____, which may become payable under such agreement. The payment of any such adjusted refunds by PG&E shall be made to Assignee. All other provisions of such agreement shall remain in full force and effect between Assignor and PG&E.

Executed on: _____, 20 ___

at _____

_____
Assignor

By:_____
Its:

Executed on: _____,20 ___

at _____

_____
Assignee

By_____
Its:

Pacific Gas and Electric Company hereby consents to the foregoing assignment.

Dated _____, 20____

PACIFIC GAS AND ELECTRIC COMPANY

BY:_____
Its:

* 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-941
Nomination Authorization Form

Sheet 1

Please Refer to Attached
Sample Form

NOMINATION AUTHORIZATION FORM

Please return via Fax: (xxx) xxx-xxxx or e-mail: xxxxxx@pge.com

Customer Name: _____

Customer #: _____

Customer Exhibit #: _____

The above-named Customer authorizes the following party to make nominations, pursuant to PG&E's gas Rule 21, utilizing Customer's Gas Transmission Service Agreement (GTSA) and Exhibit thereto as referenced above.

Authorized Party: _____

Contact Name: _____

Contact Telephone Number: _____

DUNS Number: _____

This authorization is effective beginning _____ through _____.

Nominations placed by Customer and Authorized Party in total shall not exceed the GTSA/Exhibit's Maximum Daily Quantity (MDQ) on any day this authorization is in effect. Customer shall remain responsible for payment for all services contracted for under the referenced GTSA/Exhibit, and for compliance with all terms, conditions and obligations of the GTSA, applicable rate schedules, and PG&E gas rules, regardless of whether the Customer or the within-named party is placing nominations for those services.

Customer expressly agrees to indemnify and hold PG&E harmless for any damages, losses, judgments or expenses to PG&E, or claims against PG&E asserted by others, including expenses and attorneys' fees in defending or settling such claims, arising out of any acts or omissions by the within-named party and arising out of this Authorization, directly or indirectly, which violate or are not in compliance with PG&E's gas rules, applicable rate schedules and contracts, or sound gas industry standards and practices.

This form 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.

Customer: _____

Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-944 Sheet 1
California Production Balancing Agreement

Please Refer to Attached
Sample Form

CALIFORNIA PRODUCTION BALANCING AGREEMENT

Contract No._____
Date: _____

This California Production Balancing Agreement (CPBA) is made by and between Pacific Gas and Electric Company (PG&E), a California corporation, and _____ _____ hereafter referred to as Authorized Agent (AA), a(n) _____. PG&E and the AA are each also referred to herein as "Party" and together as "Parties".

PURPOSE

This CPBA establishes the terms and conditions for the resolution of imbalances on PG&E's gas transportation system (PG&E System) caused by volumes of gas, delivered into the PG&E System from California Production as defined in PG&E's Gas Rule 1 (California Production), which volumes exceed or are insufficient to match the nominations made for the deliveries into the PG&E System.

The AA requests that PG&E recognize (1) the AA's authority to represent and act on behalf of the parties (party) who own(s) or control(s) gas produced from certain California Production (Producer(s)) and who deliver that gas into the PG&E System, for transportation, at the point(s) of interconnection where gas is measured before delivery into the PG&E System (Receipt Point(s)), which is (are) specified in Attachment 2 "Receipt Point(s)" (Attachment 2);' and (2) that the AA has been duly appointed to act as agent for the Producer(s) pursuant to Attachment 1 "Appointment of Authorized Agent" (Attachment 1).

This CPBA is not intended to be an agreement for transportation services. PG&E provides transportation services pursuant to applicable rules, schedules, tariffs, and agreements.

This CPBA does not apply to gas volumes delivered at the Receipt Point(s) specified in Attachment 2 for procurement by PG&E under a traditional procurement contract executed prior to December, 1989, and such deliveries shall not be included in the Cumulative Imbalance calculation applicable to gas nominated by the AA under this CPBA as explained in more detail below.

AGREEMENT

The Parties intend to be legally bound agree as follows:

REPRESENTATIONS

By entering into this CPBA, the AA accepts the obligations of the AA hereunder. The AA represents that:

(1) the AA is the exclusive agent for one or more Producer(s), who are supplying gas to the Receipt Point(s) listed in Attachment 2 of this CPBA, for the purpose of nominating volumes of that gas for transport by PG&E under PG&E's standard nomination procedures; balancing those nominations against actual deliveries at the Receipt Point(s); allocating, prorating and handling administrative matters concerning Receipt Point(s); giving and receiving payments, notices and requests; and taking such action and exercising such powers as agent on behalf of the Producer(s) as set forth in Attachment 1;

(2) the AA is duly authorized and has all necessary legal rights and powers to enter into this CPBA and to perform all of the obligations of the AA set forth herein, to grant to PG&E the rights set forth herein, and to bind the Producer(s) to all obligations, acts and omissions of the AA under this CPBA; and

(3) the AA will comply with all of the obligations set forth in this CPBA, notwithstanding any agency relationship between the AA and the Producer(s) or other third party.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

WARRANTIES

The AA represents and warrants that: (1) it has the right and is duly authorized to nominate all gas delivered to PG&E at the Receipt Point(s); (2) it has or can transfer good title to such gas, and all such gas is delivered free from all liens, encumbrances and adverse claims of any kind; (3) it will comply with all federal, state and local reporting requirements and other applicable laws or regulations; and (4) PG&E may conclusively rely upon any and all nominations made and information provided by the AA hereunder as correct.

TARIFFS

The Parties agree to abide by the applicable sections of PG&E's tariffs as they may change from time to time, as well as the terms and conditions stated in this CPBA and its Attachments. Such tariffs include but are not limited to the Operational Flow Order (OFO) and Emergency Flow Order (EFO) provisions of Gas Rule 14.

TERM OF AGREEMENT

This CPBA will become effective as of the effective service date of _____ and will remain in effect until terminated by the AA or PG&E pursuant to this CPBA.

ATTACHMENTS

The Attachmentslisted below are hereby made a part of this CPBA and specify terms and conditions under which PG&E will recognize the authority of the AA and the Receipt Point(s) for which the AA is responsible.

(1) Appointment of Authorized Agent (Attachment 1). Appoints the exclusive agent of the Producer(s) for all purposes stated in this CPBA including, without limitation, all applicable nominating, balancing, paying, allocating, prorating, and other administrative matters with respect to the gas to be delivered at the Receipt Point(s) specified in Attachment 2 of this CPBA.

(2) Receipt Point(s) (Attachment 2). Lists the Receipt Point(s) for which the AA will be responsible.

(3) Communications and Operations Contact (Attachment 3). Specifies the notice requirements applicable to this CPBA.

NOMINATIONS AND SCHEDULED DELIVERIES

The AA shall place nominations with PG&E for transportation of gas from each Receipt Point consistent with PG&E's nomination procedures. PG&E shall process nominations in accordance with PG&E's normal scheduling procedures and communicate the resulting confirmed nominations to the AA pursuant to Attachment 3.

The AA shall verify with the Producer that the confirmed nomination quantity of gas shall be delivered to each Receipt Point each day for which the gas is nominated.PG&E will provide to the AA a confirmed nomination report indicating the nomination quantities which have been received and confirmed for transport on the PG&E System.

PG&E, in its sole discretion, may review the maximum daily production cap volume(s) for the Receipt Point(s) specified on Attachment 2, and may reduce such volume(s) to better match actual delivered volume(s) into the PG&E System. PG&E may also revise a maximum daily production cap upward, if the AA provides PG&E with recent documentation for increased production to be delivered to a Receipt Point.

REFUSAL OF GAS

PG&E, in its sole judgment, shall have the right, without incurring any liability to the AA or to the Producer(s), to refuse acceptance of gas at the Receipt Point(s) when:

(a) the AA fails to comply with a provision of this CPBA, becomes insolvent, or fails to establish creditworthiness if requested by PG&E;

(b) any agreement required by PG&E in connection with the transportation of gas on the PG&E System has not been executed, has been terminated, or has expired; or

(c) PG&E deems it necessary, or desirable to curtail acceptance of the gas in order to operate, preserve, or protect the integrity and safety of the PG&E System including, without limitation, gas quality, gas supply, and/or gas system facilities. PG&E shall use reasonable efforts to give the AA advance notice of any such curtailment.

ADDING POINTS OF RECEIPT TO THE CPBA

The AA shall notify PG&E in writing of any Receipt Point(s) to be added to the Attachment 2. A new Receipt Point may be added any day during the month upon PG&E's receipt of the AA's written request five (5) days prior to the effective date. No Receipt Point shall be added until the AA receives PG&E's confirmation that the Producer has met all the requirements of the California Production Interconnection and Operating Agreement, or similar agreement, necessary to add the Receipt Point to the AA's CPBA Attachment 2.

Meter transfers will take effect on the first day of the month following PG&E's receipt of a written notification from the AA of an addition of a Receipt Point if received by PG&E no later than ten (10) business days prior to the first day of the month in which the change is to take effect. No Receipt Point shall be transferred until the AA receives PG&E's confirmation that the Producer has met all the requirements under the California Production Interconnection and Operating Agreement, or similar agreement, necessary to transfer the Receipt Point. The AA shall not nominate or deliver gas to an added Receipt Point until PG&E notifies the AA that the Receipt Point is included in Attachment 2 by written amendment.

CALCULATING IMBALANCES

At the end of each month, PG&E shall calculate the difference between the actual delivery and the scheduled delivery at each Receipt Point listed on Attachment 2. The total net difference for all Receipt Points, plus any uncleared prior imbalance allowed under the provisions of this CPBA, shall be the Cumulative Imbalance, which shall be maintained in a Cumulative Imbalance Account until cleared under the provisions of this CPBA.

Actual deliveries greater than the scheduled deliveries for all Receipt Point(s) shall be a positive Cumulative Imbalance. Actual deliveries less than the scheduled deliveries for all Receipt Point(s) shall be a negative Cumulative Imbalance. PG&E shall issue a Cumulative Imbalance Statement no later than the 15th day of the first month subsequent to the month in which the Cumulative Imbalance occurred.

TOLERANCE BAND

The Tolerance Band is equal to plus or minus 150 decatherms of the Cumulative Imbalance for the month in which the imbalance occurred.

CLEARING IMBALANCES

A Cumulative Imbalance may be cleared by nominating to or from the AA's Cumulative Imbalance Account or by trading the Cumulative Imbalance.

(1) Cumulative Imbalance Account Nominations: Following issuance of the Cumulative Imbalance Statement, the AA may clear a negative Cumulative Imbalance by nominating, consistent with PG&E's nominating procedures, In-Kind (an equivalent amount of gas from the Receipt Point(s) listed on Attachment 2) to the Cumulative Imbalance Account; or the AA may clear a positive Cumulative Imbalance by nominating from the Cumulative Imbalance Account to a Delivery Point, on or before the closing date for trading imbalances as described below.

(2) Trading Imbalances: Following issuance of the Cumulative Imbalance Statement, the AA may trade its Cumulative Imbalance with another AA under a CPBA that has a Cumulative Imbalance from the same calendar month. Any imbalance trade shall move the trading party's Cumulative Imbalance toward zero or result in an imbalance that is within the Tolerance Band. The AA may trade all or a portion of its Cumulative Imbalance by executing an imbalance trade on or before the last business day of the first month subsequent to the month in which the Cumulative Imbalance occurred. Executing an imbalance trade consists of both parties to the trade completing a trade on PG&E's electronic commerce system or a California Production Cumulative Imbalance Trading Form (No. 79-946) or electronic equivalent, and submitting the form to PG&E.

REMAINING IMBALANCES

After the imbalance trading deadline, a remaining Cumulative Imbalance within the Tolerance Band will be carried forward to the following month's Cumulative Imbalance. A remaining Cumulative Imbalance greater than the Tolerance Band will be automatically cashed out in its entirety, resulting in a zero imbalance.

CASHOUT

The Commodity cashout prices for each month are established for the following four (4) imbalance categories: Over-deliveries and under-deliveries in the imbalance range of greater than zero (0) percent and less than or equal to ten (10) percent of actual deliveries (Tier I Cashout), plus over-deliveries and under-deliveries in the imbalance range of greater than ten (10) percent of actual deliveries (Tier II Cashout).

Each cashout price is based on a two step calculation: First a cashout index is determined based on an average of the published price date from Natural Gas Intelligence (NGI) and the BTU Daily Gas Wire for the PG&E interconnect points of Malin (Line 400) and Topock (Southern California Border). Second, that index is adjusted to arrive at the cashout price for that imbalance category.

Imbalances greater than zero (0) percent and less than or equal to ten (10) percent of actual deliveries (Tier I Cashout):

1) Over-deliveries

   a) The Weighted Over Delivery (WOD) Index equals the lower of the Bid Week monthly index price or the average of the five (5) lowest average published daily prices, weighted by the supply mix of all gas received at Malin and Topock for on-system End-Use Customers during the month in which the imbalance occurred.

   b) The cashout price equals ninety five (95) percent of the WOD Index.

2) Under-deliveries:

   a) The Weighted Under Delivery (WUD) Index equals the higher of the Bid Week monthly index price or the average of the five highest average published daily prices, weighted by the supply mix of all gas received at Malin and Topock for on-system End-Use Customers during the month in which the imbalance occurred.

   b) The cashout price equals one hundred five (105) percent of the WUD Index.

Imbalances Greater than I0% of Actual Deliveries (Tier II Cashout):

1) Over-deliveries:

   a) The Over Delivery (OD) Index equals the lowest average published daily price at either Malin or Topock.

   c) The cashout price equals fifty (50) percent of the OD Index.

2) Under-deliveries:

   a) The Under Delivery (UD) Index is defined as the highest average published daily price at either Malin or Topock.

   b) The cashout price equals one hundred fifty (150) percent of the UD Index.

If no published daily price is reported on a given day, the prior published daily price from that index service will continue to apply for that day. If an index service is no longer available, PG&E reserves the right to choose another nationally recognized index to replace it.

PAYMENTS

The AA shall pay PG&E for all charges associated with balancing service on behalf of the Producer(s) supplying gas to any Receipt Point. Details for payment are provided in PG&E's Gas Rule 25. All payments shall be made by wire transfer or check to the address for Payments set forth in Attachment 3.

DISPUTED CASHOUT STATEMENTS

In the event of a dispute as to the amount of a cashout, OFO or EFO Noncompliance Charge under this CPBA, payment shall nonetheless be made in a timely manner as specified in PG&E's tariffs. Such payment shall not be deemed to be a waiver of any rights to recoup any amounts in dispute, if a written statement setting forth the nature of the dispute is sent along with payment to the PG&E Notifications address in Attachment 3. Any rights to recoup such amounts may be treated as waived if said written statement is not sent within 6 months of the date of the cashout, OFO or EFO Noncompliance Charge statement. If the cashout statement is determined to be incorrect after PG&E is notified hereunder, PG&E will issue a corrected statement. Neither PG&E nor the AA shall be obligated to pay interest on a corrected cashout statement.

ADJUSTMENTS

If an error is discovered in a Cumulative Imbalance Statement, cashout statement, or OFO or EFO Noncompliance Charge statement, then an appropriate correction shall be made by PG&E. Claims for errors by either Party shall be made promptly to the other Party, but in no event more than six (6) months after the month in which the statement was issued. Notwithstanding the provisions of this paragraph, any adjustment resulting from the orders, rules, or regulations issued by any governmental agency having jurisdiction shall be made promptly by the appropriate Party, regardless of the six- (6) month time limitation stated in this Paragraph,

Each Party shall have the right, during normal business hours, to receive copies of the records of the other Party, to the extent necessary to verify the accuracy of any statement, charge, computation, payment, refund, or demand, made under this CPBA.

CREDITWORTHINESS

If the AA fails to pay two (2) cashout amounts by the due date for payment within a twelve (12) month period, PG&E shall have the right to require the AA to establish creditworthiness pursuant to PG&E's tariff.

SUCCESSION

The AA acknowledges and agrees that the Producer(s) may appoint a successor AA from time to time, by mailing to PG&E an "Appointment of Authorized Agent" executed by the majority of Producer(s) pursuant to Attachment 1 to this CPBA. The effective date of such a succession of an AA shall be the first day of the month following the date on which PG&E confirms in writing its receipt of the new Appointment of Authorized Agent (Attachment 1) . A succession of the AA, or an assignment or termination of this CPBA by either Party, shall not release the AA from any of its obligations or liabilities for costs, payments, and damages, due or incurred prior to the effective date of the succession, assignment or termination, or resulting from acts or omissions of the AA which occurred prior to that date. Payment of amounts that the previous AA owes PG&E as of such effective date shall be made no later than twenty five (25) days thereafter.

ASSIGNMENT

The respective rights or obligations under this CPBA shall not be assigned or delegated by either Party without the written consent of the other Party; provided, however, that only a notice is required if an assignment of PG&E's rights is made concurrently with a delegation of PG&E's obligations hereunder to a parent or affiliate of PG&E, or to an entity acquiring the business properties or the portion of PG&E system where the Receipt Point(s) specified in Attachment 2 is/are located. Any successor to or assignee of the rights of a Party, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to and bound by all terms and conditions of this CPBA to the same extent as though such successor or assignee were an original Party. An assignment or delegation of rights or obligations under this CPBA which is not in conformance with the provisions of this paragraph shall be null and void.

TERMINATION

Either Party may terminate this CPBA upon sixty (60) days written notice, or immediately upon notice if: (1) the other Party is in breach of this CPBA; or (2) the California Public Utilities Commission (CPUC) or the Federal Energy Regulatory Commission (FERC) at any time asserts regulation that may prevent PG&E from complying with this CPBA. Upon termination of this CPBA, PG&E shall have the right to refuse nominations for deliveries of gas into the PG&E System.

INDEMNIFICATION

The AA shall indemnify and hold PG&E harmless from and against all losses, costs, damages, claims and liabilities, resulting from a breach of any of the representations or warranties set forth in this CPBA, and from and against any payments received from or owed to PG&E by the AA with respect to any gas nominated or delivered by the AA at the Receipt Point(s). The provisions of this paragraph shall survive the termination of this CPBA by either Party or the appointment of a successor AA, notwithstanding any other provision of this CPBA.

MISCELLANEOUS

With the exception of CPUC-approved tariff and rule changes, no subsequent waiver, modification or amendment of this CPBA or of any of its provisions shall be of any effect unless in writing and signed by a duly authorized representative of each Party.

This CPBA does not change the obligations, restrictions or rights contained in other agreements between the Parties unless expressly indicated in this CPBA.

The waiver by either Party of any breach of any term, covenant or condition contained in this CPBA, or any default in the performance of any obligations under this CPBA, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

Neither Party shall be liable for any special, punitive, consequential, incidental, or indirect damages, whether arising in contract, tort, including negligence or otherwise, related to this CPBA.

This CPBA shall be interpreted under the laws of the State Of California.

This CPBA and the obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this CPBA (or the successors of those authorities).

PG&E shall have the right to terminate this CPBA immediately if the continued performance of this CPBA or of related services could reasonably be determined to jeopardize continuance of PG&E's Hinshaw Exemptions pursuant to Section 1 (c) of the Natural Gas Act.

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.

Pacific Gas and Electric Company	**Authorized Agent**
_____	_____ *Company*
_____ *Signature*	_____ *Signature*
_____ *Print Name*	_____ *Print Name*
_____ *Title*	_____ *Title*
_____ *Date*	_____ *Date*

Attachments:

Attachment 1: "Appointment of Authorized Agent"
Attachment 2: "Receipt Point"
Attachment 3: "Communications and Operations Contact"
Gas Rule 14 is available at www.pge.com/tariffs

CALIFORNIA PRODUCTION BALANCING AGREEMENT

ATTACHMENT 1 - APPOINTMENT OF AUTHORIZED AGENT

Contract No._____
Date: _____

PURPOSE OF THIS DOCUMENT

The parties (party) who own(s) or control(s) gas produced from certain California Production (Producer(s)) and who deliver that gas into the Pacific Gas and Electric Company (PG&E) system (PG&E System) for transport by PG&E, at the point(s) of interconnection where gas is measured before delivery into the PG&E System (Receipt Point(s)),wishes/wish to appoint an Authorized Agent (AA), of the Producer(s), to enter into a California Production Balancing Agreement (CPBA) with PG&E, and to act for and on behalf of the Producer(s) as its/their managing agent in matters relating to the delivery of gas into the PG&E System at certain Receipt Point(s). This document is referred to as either "Attachment 1" or "Appointment of Authorized Agent".

AGENCY AUTHORIZATION

Each Producer who executes this document on behalf of itself and of its successors and assignees hereby appoint(s) and authorize(s) _____ to act as its AA, for all purposes stated in the CPBA with respect to the gas to be delivered at the Receipt Point(s) specified in Attachment 2 of the CPBA. The powers and authority to act for the Producer delegated to the AA hereunder shall include without limitation:

(a) execution and performance of the CPBA and all other agreements and documents as may be necessary or desirable for purposes of or in connection with gas deliveries to the PG&E System for transportation and the administration thereof, including nominating volumes of gas under PG&E's standard nomination procedures; and

(b) balancing, allocating and prorating the Producer's share of gas; and

(c) any other act or function required to perform the obligations of the AA or the Producer set forth in the CPBA.

The aforestated appointment and delegation of authority shall be exclusive and irrevocable except as stated in the paragraph "APPOINTMENT OF SUCCESSOR AA" below.

REPRESENTATIONS AND OBLIGATIONS OF PRODUCER(S) TO PG&E

To the extent that obligations assumed by the AA pursuant to this Attachment 1 or the CPBA, or any other agreements of or executed by the AA in connection with the CPBA, are part of an existing contract between the Producer(s) and PG&E, the Producer(s) shall continue to be liable to PG&E for the performance of such obligations, and nothing contained in this Attachment 1 or the CPBA shall release the Producer(s) from its/their obligations under any contracts with PG&E.

Further, the Producer(s) agrees/agree that where an obligation, promise, responsibility, commitment, risk, liability, warranty, or representation of the AA is stated in the CPBA; theProducer(s) shall be jointly and severally liable with the AA for that obligation, promise, responsibility, commitment, risk, liability, warranty, or representation..

Each of the undersigned Producers represents to PG&E that it has read and understood all of the provisions contained in the CPBA which is incorporated herein by this reference and agrees to be bound thereby.

The Producer(s) specifically authorize(s) PG&E to rely on the AA for nominations and allocations related to transport of gas by PG&E, and for all other purposes in connection with the CPBA, and to conclusively rely upon any and all information provided by the AA under the CPBA. The Producer(s) will indemnify

PG&E and hold it harmless, against all claims, suits, actions, liabilities, debts, accounts, damages, costs, losses and expenses, including attorney's fees, arising from or out of: PG&E's reliance upon or use of nominations or other information provided by the AA; any acts, omissions, performance or failure to perform of the AA under the CPBA or other agreements; any failure to comply with any federal, state or local reporting requirement or other laws or regulations; or the breach of any warranty or representation stated in the CPBA or herein.

PG&E'S RIGHT TO REFUSE ACCEPTANCE OF GAS

The Producer(s) agree(s) that PG&E, in its sole judgment, shall have the right, without incurring any liability to the Producer(s) to refuse acceptance of gas for transportation at the Receipt Point(s) when:

(a) the AA fails to comply with a provision of the CPBA, becomes insolvent or fails to establish creditworthiness if requested by PG&E; or

(b) any agreement required by PG&E in connection with the transportation of gas on PG&E's gas system has not been executed, has been terminated, or has expired; or

(c) PG&E deems it necessary or desirable to curtail acceptance of the gas in order to operate, preserve, or protect the integrity and safety of PG&E's gas system including but not limited to, gas quality, gas supply, and/or gas system facilities. PG&E shall use reasonable efforts to give the AA advance notice of any curtailment.

In the event of any of the occurrences enumerated in items (a) through (c) above or in the event that at any given time there is no AA appointed and accepted pursuant to the conditions hereof, the Producer(s) shall, upon five (5) days' notice by PG&E, disconnect the flow into the PG&E System of all gas intended for transportation. In the event of such a notice, all gas flow into the PG&E System (through the Receipt Point(s) following the five (5) day period shall be deemed to be delivered to PG&E at the applicable Cashout price.

DAMAGES

The Producer(s) who execute(s) this Attachment 1 agree(s) on behalf of itself and of its successors and assignees that PG&E shall not be liable to the Producer(s) or to its successors or assignees for any special, indirect, incidental or consequential damages arising out of or in connection with the CPBA or this Attachment 1, whether based in contract, tort (including negligence) or otherwise.

SUPERSEDING DOCUMENT

This document supersedes any previous appointment by the Producer(s) of an agent, for the purposes set forth herein or in the CPBA, and shall not be modified except by a written notice to PG&E, as described in the paragraph "APPOINTMENT OF SUCCESSOR AUTHORIZED AGENT" below, executed by the majority of the Producer(s) signatories to this Attachment 1. This document shall be binding on all successors and assigns of the interest(s) of the Producer(s) in the gas associated with the Receipt Point(s) listed in Attachment 2 of the CPBA.

APPOINTMENT OF SUCCESSOR AUTHORIZED AGENT

The Producer(s) may appoint a successor AA from time to time, by mailing to PG&E an Appointment of Authorized Agent (in the form of this Attachment 1) executed by the majority of the Producers which are signatories to this document. The Producer(s) agree(s) to be bound by any such majority appointment of a successor AA, regardless of whether each Producer supports the change of AA. Each Producer signatory to this Attachment 1 hereby appoints the other Producer signatories to this Attachment 1 as the Producer's agent with authority to appoint a successor AA by majority vote to

act on behalf of the Producers as set forth in this document and in the CPBA. Each Producer agrees to be bound by such an appointment, if the majority of the other Producer signatories to this Attachment 1 appoint a successor AA pursuant to these provisions. Such change (succession) shall not be effective until the newly appointed AA: (1) signed the new Appointment of Authorized Agent, whereby the new AA assumes all of the obligations of the AA set forth therein; and (2) has been approved by PG&E, which approval shall not be unreasonably withheld. When all of the aforestated conditions have been met, the new (successor) AA shall succeed to and become vested with all the rights and obligations of the retiring AA.

ASSIGNMENT

The rights and obligations of a Producer under this Attachment 1 may be assigned and delegated concurrently to a successor to the rights of the Producer in the gas delivered at the Receipt Point(s) set forth in Attachment 2 of the CPBA, provided that the assignment and delegation shall not become effective until PG&E has received from the Producer's successor a written acceptance of all of the obligations of the assignor Producer; and provided further that such an assignment and delegation shall not release the assignor Producer from its obligations under this Attachment 1, the CPBA, or any other agreements to which the assignor Producer and PG&E are parties, to the extent that the assignee Producer fails to perform such obligations. PG&E may assign its rights under this document to a parent or affiliate of PG&E or an entity acquiring the portion of the PG&E System where the Receipt Point(s) specified in Attachment 2 are located.

AA'S AGREEMENT

By signing this document in the space titled "Accepted by Authorized Agent," the AA accepts the terms and conditions hereof and agrees to act as the Producer(s) agent as set forth herein.

EFFECTIVE DATE

This Appointment of Authorized Agent shall become effective following execution by the Producer(s) and by the AA; and shall continue in effect for the term of the CPBA; provided that PG&E has accepted the AA by executing a CPBA with the AA and accepting the Appointment of Authorized Agent concurrently therewith.

COUNTERPARTS

This document may be executed in counterparts, and if executed in that manner shall have the same effect as if the Producer(s) and the AA had executed the same document. The AA and each other party executing a counterpart to this document shall deliver an executed copy of that counterpart to PG&E.

CALIFORNIA PRODUCTION BALANCING AGREEMENT

ATTACHMENT 1 - APPOINTMENT OF AUTHORIZED AGENT

In Witness Whereof, the Producer(s) and the AA have executed this Appointment of Authorized Agent, and each signatory to this document represents that the person executing it is duly authorized to do so.

Producer: _____

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

Producer: _____

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

Producer: _____

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

Producer: _____

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

Accepted by Authorized Agent:

Company Name: _____

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

Accepted by Pacific Gas and Electric Company

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

CALIFORNIA PRODUCTION BALANCING AGREEMENT

ATTACHMENT 2 – RECEIPT POINTS

Contract No._____
Date: _____

RECEIPT POINTS

Receipt Point Meter Number	Producer Name

CALIFORNIA PRODUCTION BALANCING AGREEMENT

ATTACHMENT 3 – COMMUNICATIONS AND OPERATIONS CONTACT

Contract No._____
Date: _____

Attachment 3 designates the formal contact names, mailing addresses, telephone, e-mail and facsimile numbers for the Parties. Either Party may from time to time change or designate any other name or address for such purposes by providing the other Party with a revised Attachment 3. The revised Attachment 3 shall be effective upon receipt by the other Party. Any notice, request, demand, cashout, OFO or EFO Noncompliance Charge statement shall be in writing and shall be deemed to have been given when deposited in the United States mail, postage prepaid, posted electronically on PG&E's Website or transmitted and confirmed via facsimile. Routine operations may be exclusively communicated by facsimile or other electronic means.

	To PG&E	To AA
Gas Nominations		
Business Name:	Pacific Gas and Electric Company	
Mailing Address:	xxxxx	
	xxxxx	
Attention:	Gas Scheduling	
Telephone Number:	xxxxx	( )
Facsimile Number:	xxxxx	( )
e-mail:	pgescheduling@pge.com	
Notifications and Trades		
Business Name:	Pacific Gas and Electric Company	
Mailing Address:	xxxxx	
	xxxxx	
Attention:	xxxxx	
Telephone Number:	xxxxx	( )
Facsimile Number:	xxxxx	( )
e-mail:	pgescheduling@pge.com	
Payments By Wire		
Business Name:	xxxxx	
Address:	xxxxx	
ABA Routing Number	ABA #xxxxx	
Account Name	Credit to PG&E	
Account Number:	Account #xxxxx	
Payments By Check		
Business Name:	Pacific Gas and Electric Company	
Mailing Address:	xxxxx	
	xxxxx	
Attention:	xxxxx	

For maximum protection of PG&E's system in case of operational conditions and emergencies, the AA shall notify PG&E's Gas System Operations in writing of its Physical Operator's name, e-mail, telephone and facsimile numbers. Notification of physical operation of the Receipt Point by a Physical Operator shall not constitute a delegation of the AA's obligations and shall not in any way limit, diminish, or otherwise affect the AA's obligations under this Agreement, which the AA shall fully perform.

	Physical Operator
Business Name:	
Mailing Address:	
Attention:	
Telephone Number:	( )
Facsimile Number:	( )
e-Mail:	

Gas Sample Form No. 79-946 Sheet 1
California Production Cumulative Imbalance Trading Form

Please Refer to Attached
Sample Form

CALIFORNIA PRODUCTION CUMULATIVE IMBALANCE TRADING FORM*

	Source Account (Providing Gas)	Destination Account (Receiving Gas)
Authorized Agent Name:		
Imbalance Account Number:		
Traded Imbalance Quantity: (**Therms**)		
Month of Imbalance:		

	Source Account (Providing Gas)	Destination Account (Receiving Gas)
Signature of Authorized Agent:		
Name:		
Company Name:		
Telephone Number:		
Telecopier Number:		

This form must be mailed, faxed or e-mailed to PG&E at the following address:

Pacific Gas and Electric Company
Attn: Balancing Coordinator
6121 Bollinger Canyon Road, 5420C

San Ramon, CA 94583
Telephone Number: (415) 973-2424
Facsimile: (925) 244-4619
e-mail: pgescheduling@pge.com

It is the sole responsibility of each Authorized Agent to ensure this form is received at the above address by the trading period deadline.

This form 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-947 Sheet 1

Request for California Gas Transmission Market Center Balance Transfer

Please Refer to Attached
Sample Form

REQUEST FOR CALIFORNIA GAS TRANSMISSION MARKET CENTER BALANCE TRANSFER*

(Please Type or Print Legibly)

	SELLING COMPANY	BUYING COMPANY
Company Name:	_____	_____
Exhibit No.:	_____	_____
The undersigned is: (Please check one)	☐ Customer ☐ Agent	☐ Customer ☐ Agent

Authorized Representative:_____
Signature: _____
Title: _____
Company Name: _____
Date: _____
Telephone Number: _____
Fax Number: _____

Exhibit Quantity Transferred (Decatherms): _____

Date of Transfer: _____

FOR PACIFIC GAS AND ELECTRIC COMPANY
Authorized Representative: _____
Title: _____
Signature: _____
Date: _____

This form must be e-mailed, mailed or faxed to PG&E at the following address:

Pacific Gas and Electric Company
California Gas Transmission
6121 Bollinger Canyon Road, Room 4250G
San Ramon, CA 94583
Fax No. (925) 244-3544
e-mail: CGTServicesX@pge.com

* This form 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-971
Election for Self-Balancing Option

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

ELECTION FOR SELF-BALANCING OPTION

1. GENERAL

This Self-Balancing Amendment (SB Amendment) form shall amend an existing service agreement as indicated herein between Pacific Gas and Electric Company (PG&E), a California Corporation, and _____who obtains natural gas transmission and/or distribution services from PG&E. In executing this SB Amendment, the undersigned Agent elects and agrees to be subject to the terms, conditions, charges and fees of the Self-Balancing and ancillary provisions of PG&E's gas rate Schedule G-BAL and other applicable gas tariffs.

2. DESIGNATION OF BALANCING AGENT

Self-Balancing Agent executes this SB Amendment in one of the following capacities as indicated below:

a. _____ **Noncore Balancing Agent**, who has executed a currently valid Noncore Balancing Aggregation Agreement (Form No. 79-869) (NBAA) with PG&E and who acts for other Noncore End-Use Customers in a Group. This SB Amendment shall amend the NBAA and shall be subject to its terms and conditions as well as the terms and conditions of other Amendments thereto.

   The applicable NBAA Group Number is: _____.

b. _____ **Core Transport Agent**, who has executed a currently valid Core Gas Aggregation Service Agreement (Form No. 79-845) (CTA Agreement) with PG&E and who acts for Customers in a Core Transport Group as defined in gas rate Schedule G-CT. This SB Amendment shall amend the CTA Agreement and shall be subject to its terms and conditions as well as the terms and conditions of other exhibits thereto.

   The applicable CTA Group Number is: _____.

3. TERM

The election confirmed by this SB Amendment shall be made during the time period for elections set forth in Schedule G-BAL and shall be effective either for a one-year or two-year period beginning April 1 as shown below. The term of this SB Amendment shall equal the length of Self-Balancing election as indicated by Self-Balancing Agent below.

BEGIN DATE	END DATE
April 1, 20 _____	March 31, 20_____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTION FOR SELF-BALANCING OPTION

4. SELF BALANCING GROUPS

Self-Balancing Agent agrees that only the gas usage and supply of its SB Group may be used to calculate the Self-Balancing Credits, as set forth in Schedule G-BAL.

From April 1 of the year of the Beginning Date listed in Section 3 above, until March 31 of the year of the End Date listed in Section 3, the Self-Balancing Agent may submit requests to PG&E to add an End-Use Customer(s), to the SB Group identified in or created pursuant to this SB Amendment and subject to the terms in Schedule G-BAL.

If an End-Use Customer removes itself or is removed from the indicated NBAA Group or CTA Group during the term of this SB Amendment, such End-Use Customer shall no longer be part of the SB Group and its gas usage shall not be subject to Self-Balancing, nor qualify for Self-Balancing Credits.

5. RIGHTS AND OBLIGATIONS

This SB Amendment shall not modify or change the obligations, restrictions or rights contained in other agreements between the parties, including the NBAA or CTA Agreement, unless expressly indicated herein. Self-Balancing Agent agrees that all understandings regarding this SB Amendment are set forth or referenced herein, and no agreements, representations, memoranda, or other forms of communication, written or oral, exchanged at or before the execution hereof, may be grounds for altering or interpreting the terms hereof.

This SB Amendment shall at all times be subject to any changes or modification which the Public Utilities Commission of the State of California (CPUC) may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be made to this SB Amendment or may affect the implementation or interpretation hereof through PG&E's applicable tariffs. PG&E shall notify Self-Balancing Agent of any such changes or modifications that may affect the obligations hereunder.

AGREED TO BY:

SELF-BALANCING AGENT	**PACIFIC GAS AND ELECTRIC COMPANY**
_____	_____
(Signature)	**(Signature)**
_____	_____
(Print Name)	**(Print Name)**
_____	_____
(Title)	**(Title)**
_____	_____
(Date)	**(Date)**

Gas Sample Form No. 79-982
Electronic Commerce System User Agreement

Sheet 1

Please Refer to Attached
Sample Form

ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

This agreement ("Agreement") is between Pacific Gas and Electric Company ("PG&E"), and the party identified below (hereafter "User").

WHEREAS, PG&E has established an electronic commerce system and one or more Web sites or other Internet-based electronic transaction and scheduling facilities (and may establish additional such facilities). (The electronic commerce system, Web site(s) and facilities are referred to herein collectively as the "ECS.") Included in the ECS is the capability to do the following transactions: enter into a Gas Transmission Service Agreement ("GTSA") and Exhibits thereto; enter into a Noncore Balancing Aggregation Agreement ("NBAA"); conduct natural gas pipeline related business, and trade on the California Gas Transmission (CGT) Trading Platform, including without limitation: (i) obtaining natural gas transportation, storage, parking and lending services provided pursuant to a GTSA on the PG&E natural gas pipeline system (collectively "Service Transactions"); (ii) scheduling of such services ("Scheduling Transactions"); (iii) trading of natural gas imbalances; and (iv) on-line accessing of pipeline related information. (The Service Transactions and Scheduling Transactions are also collectively referred to herein as "Transactions.")

WHEREAS, User desires to access and use the ECS; and PG&E is willing to provide such access subject to the terms and conditions set forth herein.

NOW THEREFORE, for consideration, the receipt and adequacy of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. ACCESS AND USE CONDITIONS

After execution of this Agreement, and subject to its terms and conditions, PG&E agrees to provide User with on-line access to the ECS, and User understands and agrees to the following:

1.1. User shall complete and execute the "Access Request Form," Exhibit B (Form 79-982-B), identifying authorized employees or agents of User, designated by User to access and use the ECS and execute transactions on behalf of User. PG&E will issue to User an identification code ("User ID") for each of User's employees and agents identified on the Access Request form, to enable User to access and use the ECS. Any and all use and/or access of the ECS with any of the User IDs issued to User shall be deemed and construed to be use or access by User. User shall strictly limit the use of the User IDs to those employees and agents of User who are identified on the Access Request form. User shall immediately notify PG&E when an individual identified on the Access Request form ceases to be authorized by User to use his or her User ID.

1.2. User shall take all measures to maintain the confidentiality of the User IDs and of all passwords used to access the ECS ("Passwords"). User shall be solely responsible for the assignment, security and use of the User IDs and Passwords and the control and monitoring of such use. PG&E shall have no responsibility for any of the foregoing and no liability for or arising from the use of the User IDs or Passwords by anyone. User

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

shall be solely responsible and liable for any and all acts and omissions with respect to access or use of the ECS by anyone using the User IDs, including, but not limited to, the execution of Transactions.

1.3. User agrees to indemnify and hold PG&E harmless from and against all damages, losses, and liabilities arising out of or in connection with any breach of confidentiality, misuse or unauthorized use of any User ID issued by PG&E to User, regardless of whether User has notified PG&E as required by paragraph 1.1 above.

1.4. User will access and use the ECS (including, but not limited to, execution of Transactions) solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, any procedures established by PG&E with respect to the access or use of the ECS and any other terms and conditions specified or referred to on the ECS from time to time. User understands and agrees that User's use of the ECS may be limited or modified by the terms of licenses or other agreements between PG&E and third parties. User further agrees that PG&E may modify or limit the use of the ECS at any time and without notice. PG&E may, in its sole discretion, terminate, restrict, or suspend User's access to and use of the ECS.

1.5. User acknowledges that use of the ECS by User involves transmission over the worldwide communications network or Internet of proprietary, confidential and/or time sensitive information of User. User understands the risks associated with the transmission of such information by User over the worldwide communications network or Internet. User agrees that PG&E shall not be liable or responsible in any way to User for any losses, damages, claims, costs, expenses or other obligations arising out of or relating to any delay in transmission, disclosure or use of such information or data transmitted over the worldwide communications network or Internet. User further acknowledges and agrees that User is solely responsible for the accuracy of all information and data that User transmits to PG&E, and PG&E shall not be responsible or liable for any such inaccuracies or their effects.

1.6. User further agrees that PG&E shall not be responsible for delays in sending or receiving User's transmissions or data, for unauthorized access to or alteration of User's transmissions or data, any transmission, information or data sent or received or not sent or received, or any Transactions entered into or through the ECS. User specifically agrees that PG&E is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of any other party's rights, including intellectual property rights.

1.7. User understands and agrees that (i) User is solely responsible for acquiring and ensuring that it possesses sufficient Internet access speed capability to adequately conduct business on the ECS, and (ii) User shall be solely responsible for all costs associated with its accessing and using the ECS.

1.8. User acknowledges and consents that PG&E, as the ECS operator, shall have access to and the right to review, to the fullest extent allowed by law, files and other communications of any sort on the ECS whether or not such communications are designated as private or confidential.

2. BINDING CONTRACTS

User acknowledges that by using the ECS, it may enter into binding contracts with PG&E and with third parties. User agrees that (i) any and all access or use of the ECS using the User IDs will be governed by this Agreement; (ii) any nomination or offer placed, any contract terms, conditions or exhibits accepted or confirmed, and any Transaction executed on the ECS will be deemed to be "in writing;" to have been "signed," or be an "executed" writing; and (iii) accepting or entering into a Transaction by using the ECS, as it now exists or may in the future be modified, and subject to applicable tariffs, shall constitute a written contract (a "Contract"). Without limitation of the foregoing, User agrees that it will be bound by any and all contract terms and conditions, including, but not limited to, the GTSA and NBAA, and by any and all nominations, offer, trades, or other Transactions executed, accepted or confirmed on the ECS through a "click" agreement by any individual using the User ID. By executing this Agreement, User agrees that it adopts as User's signature any such "click agreement," defined for purposes of this Agreement as "clicking" on the designated space on the ECS (or other action on the ECS specified by PG&E), and such "click agreement" will, together with this Agreement, constitute an executed writing. User agrees to waive any Statute of Frauds defense to the enforceability of any Contract arising from use of the ECS. User agrees and warrants that any employee or agent of User using the ECS shall have all necessary power and authority to use the ECS and enter into Transactions as herein provided. User warrants for itself and its successors and assigns that for each Transaction that User may enter into by using the ECS, User shall have all right, title, power and authority necessary to honor that Contract.

2.1. User and PG&E agree that this Article 2 is intended to benefit other users accessing the ECS, and that such other users are third party beneficiaries of this Article 2. User and PG&E do not intend hereby that other users are or will be third party beneficiaries of any other provisions of this Agreement.

3. APPLICABLE TARIFFS, TERMS AND CONDITIONS

User agrees that it shall be bound by all the terms and conditions of this Agreement, the terms and conditions accepted on the ECS by a click agreement in accordance with Article 2 above, as well as any and all applicable tariffs currently in effect for PG&E as approved by the California Public Utilities Commission ("CPUC") and/or the Federal Energy Regulatory Commission ("FERC"), or which may hereafter be implemented, and all amendments thereof. Such tariffs are matters of public record, which User represents that it has reviewed and will review in the future.

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.

4. TRANSACTIONS AND CONFIRMATIONS

4.1. After User has received the User ID(s) and has executed the applicable contracts (and subject to applicable tariffs), User may enter into Transactions, including service elections under a GTSA executed by User ("User GTSA"), as follows:

4.1.1. **GTSA Service Elections**: User shall enter into Transactions, i.e., elect services under User's GTSA, including Gold Coast Transportation Services, Golden Gate Market Center Services, and Storage Services, and PG&E may accept and authorize such service elections, by following the procedures set forth in paragraph 4.1.2 of this Agreement. Such procedures in paragraph 4.1.2 shall be used instead of the procedures set forth in the User GTSA providing that a service election shall be entered into through, and evidenced by, a "hard copy" of Exhibits A through K (Form No. 79-866), or any one of them; and providing for a written signature by User and countersignature by PG&E to such Exhibits A through K.

4.1.2. **Service Transactions**: User may telephone a PG&E CGT Representative to enter into a Service Transaction.

PG&E may accept or reject User's offer or order in PG&E's sole discretion. Service Transactions shall be deemed executed at the time that PG&E first signifies its acceptance of User's offer or order, which in most instances will occur when User enters into a Transaction with PG&E orally by telephone, as documented by an audio recording. The audio recording of Transactions between User and PG&E shall constitute evidence of such Transactions, and User hereby consents to the recording of all Transactions between User and PG&E.

After User and PG&E have entered into a Service Transaction orally by telephone, PG&E will provide notice to User by e-mail that an electronic exhibit confirming the specific business terms of that Service Transaction are posted on the ECS (the "Electronic Exhibit"). The terms of the Electronic Exhibit shall be valid and binding on User, unless User deems any of the terms of the Electronic Exhibit to be stated incorrectly and notifies PG&E of the incorrect term(s) as soon as possible but no later than within five (5) business days (the "Response Period") following receipt of the e-mail notice. If PG&E and User disagree as to the correct terms of the Electronic Exhibit, the audio recording of the Transaction shall prevail and shall constitute evidence of the Transaction and its terms. If the term or terms in dispute cannot be determined from such recording, and the parties do not resolve the dispute within two (2) business days, the Transaction shall be deemed void. Notwithstanding the foregoing, if User does not notify PG&E of an error in the Exhibit within the Response Period, or if User nominates, takes delivery, or performs any other act indicating performance of or under the Service Transaction, the Electronic Exhibit shall be deemed confirmed by User, absent an obvious error in the Electronic Exhibit.

4.1.3. Scheduling Transactions: After User has executed any necessary Service Transactions, User may submit nominations for transportation, parking, lending, storage and other services, on-line, using the ECS.

4.1.4. Imbalance Trading: User may utilize the ECS, subject to the terms, conditions, and limitations of this Agreement, to confirm a trade, or to confirm a trade with

another User, of operating or cumulative imbalances, as those are defined and specified in PG&E's CPUC-approved rate Schedule G-BAL. User acknowledges that such trades do not involve PG&E as a party to the trade. User agrees that it may enter into such trades as set forth in Schedule G-BAL and may utilize the ECS to confirm the trade and to notify PG&E of the trade, provided, however, that User strictly follows the protocols, directions and rules for confirming trades as set forth in the ECS.

5. FEES AND TERMS OF PAYMENT

5.1. User understands that initially (and subject to the provisions of this Article 5) PG&E is making access to the ECS available to User for no direct charge, except for telephone access charges and any Internet access fees, which shall be and remain User's responsibility.

5.2. PG&E reserves the right to initiate and/or modify fees for the use of the ECS, subject to Commission approval. User has the right to discontinue use of the ECS at that time or continue using the ECS subject to such fees.

6. TITLE AND RIGHTS TO ECS, INFORMATION AND SERVICES

6.1. User acknowledges that PG&E and its licensors are the owners of all intellectual property rights in and to the ECS, the software used in connection therewith, and all information contained thereon or related thereto, and User shall have no right, title, or interest in any of these.

6.2. User shall not copy, reverse-engineer, modify, or otherwise manipulate, or make available to any other party, all or any portion of the ECS or any software or information provided or accessed in connection with the ECS.

6.3. PG&E shall have the right to modify the ECS, User IDs, software, or communication access, and to terminate access to any or all of these, at any time. In the event of such a termination or modification, or termination of this Agreement pursuant to Article 7 below, PG&E shall not be liable for any costs, losses or damages, including, but not limited to, lost profits or revenues.

7. TERMINATION

7.1. This Agreement shall become effective on the date of its execution by PG&E and shall remain in effect until terminated as provided herein.

7.2. Either party may terminate this Agreement at its sole discretion by giving the other party at least thirty (30) days prior written notice.

7.3. PG&E may terminate this Agreement immediately if User breaches this Agreement and does not cure the breach within fourteen (14) days of receipt of a written notice from PG&E, or if User fails to pay any required charges when due, fails to meet PG&E's applicable credit requirements, or fails to comply with the provisions of any tariff or any other contract entered into in connection with the ECS or this Agreement.

7.4. Upon the termination of this Agreement, PG&E will terminate User's access to the ECS and User shall discontinue using the software manuals, and other items ("Property" of PG&E or third parties) in User's possession and shall destroy all such Property, if any is in User's possession.

7.5. The provisions of Paragraphs 7.3 and 7.4, and Articles 6, 8 and 10 shall survive termination of this Agreement by either party; and all articles or paragraphs of this Agreement which by their nature are intended to survive termination or expiration of this Agreement shall also survive. This Agreement shall also remain in effect with respect to any transactions effected prior to such termination.

8. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1. PG&E DOES NOT REPRESENT OR WARRANT THAT THE ECS OR ITS USE WILL BE UNINTERRUPTED OR FREE OF DEFECTS, ERRORS OR MALFUNCTIONS, OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE ECS OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PG&E DOES NOT WARRANT OR REPRESENT THAT THE USE OR THE RESULTS OF THE USE OF THE ECS OR THE TRANSACTIONS MADE AVAILABLE AS PART OF THE ECS WILL BE CORRECT, ACCURATE, TIMELY, OR OTHERWISE RELIABLE.

8.2. USER UNDERSTANDS, AND ACCEPTS THAT (i) PG&E MAKES NO WARRANTY WHATSOEVER TO USER REGARDING THE ECS OR ITS AVAILABILITY OR THE RESULTS OF USER'S USE OF THE ECS, OR REGARDING ANY INFORMATION USED OR ACCESSED IN CONNECTION THEREWITH; AND (ii) THE ECS IS PROVIDED BY PG&E ON AN "AS IS" BASIS AT USER'S SOLE RISK, AND PG&E EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND SATISFACTORY QUALITY.

8.3. USER UNDERSTANDS AND AGREES THAT PG&E SHALL NOT BE LIABLE TO USER OR TO ANYONE BRINGING A CLAIM AS A RESULT OF OR IN CONNECTION WITH USER'S USE OF THE ECS (OR OF ANY SOFTWARE, INFORMATION OR OTHER ITEMS RELATING THERETO), FOR: (i) ANY LOSSES OR DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF BUSINESS, REVENUE OR PROFITS OR FAILURE TO REALIZE SAVINGS OR ANY OTHER ECONOMIC OR COMMERCIAL LOSS OF ANY KIND, OR (ii) ANY CLAIM OR DAMAGES RESULTING FROM A CLAIM AGAINST THE USER BY ANY THIRD PARTY, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, OR USER'S USE OF THE ECS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE, AND WHETHER OR NOT SUCH

DAMAGES ARE FORESEEABLE. THE TOTAL CUMULATIVE LIABILITY OF PG&E AND THIRD-PARTY SOFTWARE LICENSORS UNDER OR ARISING FROM THIS AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AVERAGE CHARGE PAID BY USER TO PG&E FOR A SINGLE DAY'S GAS TRANSPORTATION TRANSACTIONS DURING THE TWELVE (12) MONTHS PERIOD PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION AROSE, OR $10,000 (TEN THOUSAND DOLLARS), WHICHEVER IS THE LESSER AMOUNT.

8.4. User shall hold harmless, protect, defend and indemnify PG&E from and against any and all claims, actions, demands, suits, judgments, damages, losses, costs, including attorneys' fees, and liabilities resulting from or arising out of or in connection with (i) use of or access to the ECS or to any software, information, data (or other items relating thereto) by User, or by any person obtaining access to the ECS through User or a User ID, whether or not User has authorized such access; or (ii) any breach by User of any terms or conditions of this Agreement; or (iii) any act or omission, or willful misconduct of User, its officers, agents or employees or any person obtaining access to the ECS through User (whether or not User has authorized such access) in the performance of this Agreement or the use of the ECS regardless of any negligence of PG&E, whether active or passive; or (iv) any actions taken or not taken by User based on its access to or use of the ECS.

8.5. As used in this Article 8, “PG&E” shall include the directors, officers, employees and agents of PG&E.

9. VIRUSES

Each party agrees to make reasonable efforts to notify the other promptly if there is any indication that its own computer systems, or any part thereof, have come into contact with any "computer virus." The term "computer virus" as used herein shall mean any computer software program or portion of a program that is foreign to the host computer system and has been introduced into the host computer system without the knowing consent of the operator of the ECS including without limitation a virus received over the Internet.

10. SYSTEM OR SOFTWARE MALFUNCTIONS

If User is notified or in any other way becomes aware of a malfunction, failure or stoppage of the ECS, related software, or the operation of either of these, User agrees to use conventional methods of communication, such as facsimile transmissions, to conduct the business for which the ECS is intended, for as long as the malfunction, failure or stoppage continues to exist.

11. MISCELLANEOUS PROVISIONS

11.1. Force Majeure: Neither PG&E nor User shall be considered in default in the performance of its obligations under this Agreement, except obligations to make payments hereunder when due, to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party. For purposes of this Agreement, events beyond the reasonable control of a party shall include, but not be limited to, failures or malfunctions

of the ECS or of any hardware or software used in connection therewith or furnished pursuant to this Agreement (including third-party software and software owned and/or operated by PG&E).

11.2. Assignment and Delegation: User acknowledges and agrees that PG&E has extended access to the ECS to User because of the specific business relationship between User and PG&E, and in some cases because of User's particular credit history. This Agreement may not be assigned by User without the prior written consent of PG&E.

11.3. Choice of Law: User agrees that the laws of the State of California, without giving effect to choice of law provisions, shall govern the interpretation and enforcement of this Agreement.

11.4. Dispute Resolution: Any dispute arising under or related to this Agreement, which dispute cannot be settled by the parties within a reasonable time, may be submitted by either Party to binding arbitration in accordance with the rules of the American Arbitration Association. All disputes to be arbitrated shall be decided by one arbitrator to be appointed by the parties. If the parties fail to agree upon an arbitrator within thirty (30) days after written notice of arbitration has been given by either party to the other, the presiding judge of the Superior Court of the State of California and for the City and County of San Francisco shall appoint an arbitrator upon the request of either party. Venue for arbitration will be the City and County of San Francisco, California. The decision of the arbitrator shall be final and binding upon the parties hereto and judgment thereon may be entered in any court of competent jurisdiction. The cost of the arbitrator shall be borne equally by User and PG&E. Nothing contained in this paragraph 11.4 shall preclude either party from seeking equitable relief or remedies in a court of competent jurisdiction. In reaching a decision herein, arbitrator shall adhere to and apply substantive California law.

User agrees that for any violation of any provision of this Agreement, a restraining order and/or injunction may be issued against User.

11.5. No Waiver: No waiver, by either PG&E or User, of any default by the other in the performance of any provision of this Agreement shall operate as a waiver of any continuing or future default, whether of a like or different character.

11.6. Notices: Except as otherwise required by law, all notices relating to this Agreement, including notices of arbitration and notifications pursuant to paragraph 4.1.1, shall be in writing and given by means of personal delivery, facsimile transmission, mail (with return receipt requested) or e-mail with read receipt verification. Any notice given as stated in this paragraph 11.6 shall be deemed duly given as follows: upon delivery, if delivered personally; upon transmission, if sent by facsimile; on the date of receipt, if sent by mail, return receipt requested or upon receipt if sent via e-mail. All notices shall be addressed, and sent to the addresses or facsimile numbers, as set forth below:

USER:	**PG&E:**
Company _____	Pacific Gas and Electric Company
Address 1 _____	(Department)
City, State, Zip code _____	(Mailing Address)
Address 2 _____	(Mailing Address)
City, State, Zip code _____	(City, State and Zip Code)
Attention: (first name last name)	
Fax No.: _____	Fax No.: (xxx) xxx-xxxx
Telephone No.: _____	Telephone No.: (xxx) xxx-xxxx
e-mail Address: _____	e-mail Address: xxxxxx@pge.com

The parties may change their addresses, or any part thereof, by a notice pursuant to this paragraph 11.6.

12. CAPTIONS

All captions, titles, subject headings, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning or interpretation of the content or scope of this Agreement.

ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

13. EXECUTION

Each party represents that the individual executing this Agreement for such party has been duly authorized to do so.

Company	**Pacific Gas and Electric Company**
By: _____ (Signature)	By: _____ (Signature)
Name: _____ (Print Name)	Name: _____ (Print Name)
Title: _____	Title: _____
Date of Signature: _____	Date of Signature: _____

Pacific Gas and Electric Company

ELECTRONIC COMMERCE SYSTEM
USER AGREEMENT - EXHIBIT B ACCESS REQUEST FORM

Company Name:

_____

User requests access to the Electronic Commerce System (ECS) for the following designated individuals who are authorized by User to access and use the ECS and enter into binding contracts on behalf of User.

Name: _____
Title: _____
E-Mail Address: _____
Telephone No.:_____
Check One:

☐ Transaction Enabled Access

☐ Read-Only Access

Name: _____
Title: _____
E-Mail Address: _____
Telephone No.:_____
Check One:

☐ Transaction Enabled Access

☐ Read-Only Access

Name: _____
Title: _____
E-Mail Address: _____
Telephone No.:_____
Check One:

☐ Transaction Enabled Access

☐ Read-Only Access

Gas Sample Form No. 79-983 Sheet 1

Request for Reclassification From Noncore Service to Core Service

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

REQUEST FOR RECLASSIFICATION FROM NONCORE SERVICE TO CORE SERVICE

DISTRIBUTION
- ☐ Customer
- ☐ ES&S
- ☐ _____
- ☐ _____
- ☐ _____

REFERENCES
SA#:_____
Acct ID #:_____
_____
_____
_____

This form must be executed by a Customer that requests reclassification of its load from noncore service to core service. This form must also be executed by a new Customer that takes legal ownership of a business that is currently served under noncore rates when the new Customer elects to receive core service.

1. This Request for Reclassification from Noncore Service to Core Service (Request) is being made by _____ (Customer), for the facility located at _____ _____ (Service Address, City)

2. This Request is specific to the meter(s) installed at Service Point(s) _____.

3. Customer's gas service will be reclassified as Core Status and placed on the applicable core rate schedule(s) for a minimum period of five (5) years commencing on _____ (Effective date of Core Status), in accordance with Pacific Gas and Electric Company's Gas Rule 12.

4. A Customer that switches from noncore service to core service will pay the Crossover Charge for any of the first twelve (12) regular monthly billing periods that they are taking core procurement service from PG&E, as specified in Schedule G-CPX and their otherwise applicable core rate schedule.

5. This Request shall at times be subject to any changes or modification the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. Such changes or modification may be to this Request or to PG&E's applicable tariff schedule and rules.

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

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Customer/Company	
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

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62-0156	CARE Program Application for Qualified Nonprofit Group-Living Facilities	34200-G	
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79-1164	Mobilehome Park Utility Conversion Program Application	**36867-**G	(T)
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79-755	Agreement for Transportation of Natural Gas for Compression as a Motor-Vehicle Fuel	**36878**-G	|
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79-796	Notice of Gas Storage Inventory Transfer	**36884**-G	|
79-845	Core Gas Aggregation Service Agreement	**36885**-G	(T)
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79-845C	Core Gas Aggregation Service Agreement -- ATTACHMENT C - Assignment of Firm Pipeline Capacity	32734-G	
79-845D	Core Gas Aggregation Service Agreement -- ATTACHMENT D - Core Firm Storage Declarations Allocation, Assignment or Rejection of Storage for CTA	35775-G	
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79-1040	Non-Disclosure and Use of Information Agreement	**36847**-G	|
79-1041	Notice of Bill Guarantee Termination	**36848**-G	|
79-1042	APS/Auto Pay Customer Application	**36849**-G	|
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48648-E	Electric Sample Form No. 79-1166 Non-Disclosure Agreement Sheet 1	42834-E
48649-E	Electric Sample Form No. 79-1167 Local Governments Terms of Service Acceptance Agreement Sheet 1	42835-E
48650-E**	Electric Sample Form No. 79-1169 Gas and Electric Extension Agreement Sheet 1	35270-E
48651-E	Electric Sample Form No. 79-1170 Authorization to Add MCE Loan Charges to Utility Bill Sheet 1	35485-E
48652-E	Electric Sample Form No. 79-1171 Authorization to Add MCE Storage Charges to Utility Bill Sheet 1	35099-E
48653-E	Electric Sample Form No. 79-1172 Bioenergy Market Adjusting Tariff Power Purchase Agreement Sheet 1	48025-E
48654-E	Electric Sample Form No. 79-1173 Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information Sheet 1	42836-E
48655-E	Electric Sample Form No. 79-1174 Rule 21 Generator Interconnection Application Sheet 1	48283-E
48656-E	Electric Sample Form No. 79-1174-02 Rule 21 Generator Interconnection Application Sheet 1	48284-E
48657-E	Electric Sample Form No. 79-1175 Rule 21 Consent to Assignment Form for Non-NEM Projects Sheet 1	35710-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
48658-E**	Electric Sample Form No. 79-1176 Green Tariff Shared Renewables (GTSR) Community Renewables (CR) Program Project Development Tariff Rider and Amendment Sheet 1	35734-E
48659-E	Electric Sample Form No. 79-1177 Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - 2014 Pilot Program Sheet 1	35790-E
48660-E	ELECTRIC SAMPLE FORM 79-1178 PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2 SUBMETER MDMA REGISTRATION AGREEMENT Sheet 1	37699-E
48661-E	ELECTRIC SAMPLE FORM 79-1179 PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2 SINGLE CUSTOMER-OF-RECORD ENROLLMENT AGREEMENT Sheet 1	45546-E
48662-E	ELECTRIC SAMPLE FORM 79-1180 PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2 MULTIPLE CUSTOMER-OF-RECORD ENROLLMENT AGREEMENT Sheet 1	45547-E
48663-E	ELECTRIC SAMPLE FORM 79-1181 RULE 21 PRE-APPLICATION REPORT REQUEST Sheet 1	42837-E
48664-E	Electric Sample Form No. 79-1186 Customer Information Service Request For Share My Data CISR-SMD Sheet 1	48285-E
48665-E**	Electric Sample Form No. 79-1187 Bioenergy Market Adjusting Tariff Program (BioMAT Program) - Fuel Resource Attestation Sheet 1	37766-E
48666-E	Electric Sample Form No. 79-1188 Special Agreement for Retail Storage Station Service for In Front of the Meter Applications Sheet 1	45548-E
48667-E	Electric Sample Form No. 79-1189 Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less Sheet 1	42040-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
48668-E	Electric Sample Form No. 79-1190 Virtual Net Energy Metering (NEM2V) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less Sheet 1	42041-E
48669-E	Electric Sample Form No. 79-1191 Generating Facility Interconnection Agreement for Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT) Sheet 1	48286-E
48670-E	Electric Sample Form No. 79-1192 Interconnection Agreement for Non-Export Storage Generating Facilities 500KW or Less Sheet 1	42297-E
48671-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	46785-E
48672-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	46786-E
48673-E	Electric Sample Form No. 79-1194 Local Agency And District Customers On-Bill Financing Loan Agreement Sheet 1	44029-E
48674-E**	Electric Sample Form No. 79-1195 Eligible Low Income Development Virtual Net Energy Metering (NEMVMASH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less Sheet 1	42042-E
48675-E	Electric Sample Form No. 79-1196 Virtual Net Energy Metering (NEMV) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less Sheet 1	42043-E
48676-E	Electric Sample Form No. 79-1197 Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT) Re-Allocation Request Sheet 1	43941-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
48677-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	47136-E
48678-E	Electric Sample Form No. 79-1199 Agreement and Customer Authorization Non-Export Standalone Energy Storage of 30 Kilowatts or Less Sheet 1	43943-E
48679-E	Electric Sample Form No. 79-1200 Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities Sheet 1	43944-E
48680-E	Electric Sample Form No. 79-1204 Pilot Pedestal Program Application Sheet 1	46113-E
48681-E	Electric Sample Form No. 79-1205 Gift Payment Form Sheet 1	46803-E
48682-E	Electric Sample Form No. 79-1206-02 Eligible Low-Income Development Virtual Net Energy Metering (NEM2VSOM) Interconnection Agreement For The Solar On Multifamily Affordable Housing (SOMAH) Program With Solar Generation Totaling 1 Mw Or Less Sheet 1	46739-E
48683-E	Electric Sample Form No. 79-255 Agreement for Installation or Allocation of Special Facilities Sheet 1	32112-E
48684-E	Electric Sample Form No. 79-280 Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Electric Rules 2 and 21) Sheet 1	47137-E
48685-E	Electric Sample Form No. 79-285 Special Agreement for Electrical Standby Service Sheet 1	45551-E
48686-E**	Electric Sample Form No. 79-702 Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service -- APPENDIX A - Detail of Special Facilities Charges Sheet 1	42838-E
48687-E	Electric Sample Form No. 79-726 Electric Standby Service Log Sheet Schedule S Sheet 1	48287-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
48688-E	Electric Sample Form No. 79-759 Supplemental Agreement for As-Available Capacity Sheet 1	32488-E
48689-E	Electric Sample Form No. 79-847 Transmission Load Operating Agreement Sheet 1	32116-E
48690-E	Electric Sample Form No. 79-858 ID Theft Affidavit Sheet 1	36057-E
48691-E	Electric Sample Form No. 79-861 Electronic Data Interchange (EDI) - Trading Partner Agreement Sheet 1	33008-E
48692-E	Electric Sample Form No. 79-875 Application and Agreement for Electric and/or Natural Gas Facilities Where Full Advance Payment Is Required Rule 13 - Temporary Service Sheet 1	32118-E
48693-E	Electric Sample Form No. 79-936 Deed of Conveyance Sheet 1	42839-E
48694-E	Electric Sample Form No. 79-937 Assignment Agreement Sheet 1	42840-E
48695-E	Electric Sample Form No. 79-938 Customer-Owned Streetlights PG&E Pole Contact Agreement Sheet 1	33010-E
48696-E	Electric Sample Form No. 79-948 Electric Service Provider (ESP) Service Agreement Sheet 1	32812-E
48697-E**	Electric Sample Form No. 79-954 Departing Load Competition Transition Charge Agreement Sheet 1	33011-E
48698-E	Electric Sample Form No. 79-955 Amendment to PG&E's Departing Load Competition Transition Charge Agreement for Subsequently Obtained CTC Exemption Sheet 1	33012-E
48699-E	Electric Sample Form No. 79-957 Electric Distribution Service Line Lease Agreement Sheet 1	32119-E
48700-E	Electric Sample Form No. 79-961 Dual Socket Metering Agreement Sheet 1	35418-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
48701-E	Electric Sample Form No. 79-966 Agreement for Schedule E-OBMC Sheet 1	32491-E
48702-E	Electric Sample Form No. 79-972 Agreement for Unmetered Electrical Service Sheet 1	45553-E
48703-E	Electric Sample Form No. 79-973 Generating Facility Interconnection Agreement For Non-Export Generating Facilities Sheet 1	41146-E*
48704-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	46789-E
48705-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	46790-E
48706-E	Electric Sample Form No. 79-988 Generating Facility Interconnection Agreement (Third Party Non-Exporting) Sheet 1	35464-E
48707-E	Electric Sample Form No. 79-992 Customer Generation Agreement (Third Party Generator on Premises Non-Exporting) Sheet 1	41149-E
48708-E	Electric Sample Form No. 79-995 Agreement for Customers Taking Service on Schedule E-31 Sheet 1	33014-E
48709-E	Electric Sample Form No. 79-997 Interconnection Agreement for Net Energy Metering of Biogas Digester Generating Facilities Sheet 1	32121-E
48710-E	Electric Sample Form No. 79-999 Agreement for Limited Optional Remote Metering Service Sheet 1	32123-E
48711-E**	ELECTRIC TABLE OF CONTENTS Sheet 1	48515-E
48712-E**	ELECTRIC TABLE OF CONTENTS Sheet 22	47207-E
48713-E**	ELECTRIC TABLE OF CONTENTS Sheet 24	48291-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
48714-E	ELECTRIC TABLE OF CONTENTS Sheet 25	47375-E
48715-E**	ELECTRIC TABLE OF CONTENTS Sheet 27	47210-E
48716-E**	ELECTRIC TABLE OF CONTENTS Sheet 28	48293-E
48717-E**	ELECTRIC TABLE OF CONTENTS Sheet 29	48029-E
48718-E**	ELECTRIC TABLE OF CONTENTS Sheet 30	47796-E
48719-E	ELECTRIC TABLE OF CONTENTS Sheet 31	47622-E

Electric Sample Form No. 02-2590 Sheet 1
Interim Service Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

CONTINUOUS SERVICE AGREEMENT

As a convenience to our customers who lease or rent individually metered units to tenants, PG&E offers the "Continuous Service" option. Under the agreement, PG&E agrees to maintain gas and/or electric service to customer's vacant units by placing the service agreements in the applicant's name when tenants discontinue service.

Please fill out the information below and return this agreement to PG&E as described in Section 11 of the Terms of Agreement.

Step 1: This Agreement between _____ (Applicant) and Pacific Gas and Electric Company (PG&E) is to establish and govern the provision of all gas and electric service by PG&E during the time period commencing when a tenant in an individually-metered unit at Applicant's Service Address requests termination of liability for payment of PG&E service, and ending when PG&E establishes service in the name of a new tenant in the same unit. The service provided by PG&E during this time period shall hereinafter be referred to as "interim service" at the Applicant's Service Address below:

Step 2: Check Commodity**:** **Gas & Electric** ☐ **Electric only** ☐ **Gas Only** ☐

Step 3: Would you like a single account for all bills? **Yes** ☐ **No** ☐

Step 4: Please list the service address(es) you want included in this agreement. Include House number (exact numbers), street, apartment number (if applicable), city and zip code.

Service Address: _____

_____

Attach Additional Service Addresses on Page 3 (if needed).

Step 5: Where do you want the bills mailed?

Billing Address: _____

City, State and Zip Code: _____

Terms of Agreement

1) Applicant affirms that Applicant is the owner or manager of the property herein referred to as "Applicant's Service Address," where Applicant's Service Address is a property containing separately metered units for lease or rent to third party tenants.

2) Whenever a tenant at Applicant's Service Address requests termination of liability for payment for the gas and/or electric service, PG&E will read the meter(s), render a closing bill to the tenant and transfer the account for Continuous Service to Applicant.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

PG&E will send bills for interim service, including any applicable minimum charges or service charges, to Applicant at the mailing address shown above.

3) Applicant agrees to be responsible for all bills for interim service, including any applicable minimum charges or service charges, for all units within Applicant's Service Addresses.

4) The electric service will be automatically assigned and billed to the Applicant under an applicable default rate schedule of PG&E and the Energy Service Provider. If the service is in Community Choice Aggregation (CCA) area, the service will automatically be billed under the CCA program which is responsible for procuring electricity for the customer, unless the account has "opted-out" of the program. Gas service will be automatically assigned and billed to the Applicant under an applicable gas rate schedule. Applicant must contact PG&E if Applicant is eligible for and wishes to select a rate schedule option other than the one automatically assigned to their Continuous Service account(s).

5) Nothing in this Agreement prevents Applicant from requesting a rate schedule change for the Continuous Service account(s), at any time during continuous service period. All rate schedule changes will become effective as specified in the applicable rate schedule and in accordance with PG&E's gas and electric Rule 12. If Applicant elects the direct access option for electric Continuous Service account(s), Applicant's Electric Service Provider must request direct access service in accordance with electric Rule 22.

6) When a closing bill is issued for interim service, PG&E may transfer the amount of such bill to one of the Applicant's open PG&E accounts in accordance with the provisions of PG&E's gas and electric Rule 8, Section C.

7) Should there be any conflict as to the starting date of a new tenant's responsibility for PG&E service provided at this address, Applicant assumes responsibility for payment of bills until the new tenant establishes service with PG&E. Applicant acknowledges that Applicant has no right to have PG&E retroactively adjust a bill for interim service in the event of a delay in establishing PG&E service in a tenant's name.

8) Applicant agrees that PG&E shall not be held responsible and will be indemnified by Applicant for any damages resulting from PG&E's failure to perform any part of this agreement. PG&E reserves the right to disconnect services to a tenant for non-payment of electric and/or gas bills in accordance with PG&E's gas and electric rules.

9) This agreement may not be assigned, in whole or in part, to another party.

10) This agreement may be terminated by either party with 10 days' written notice to the other party. Applicant agrees to provide PG&E with a minimum of 10 days' written notice prior to a change in Applicant's status as owner or manager of Applicant's Service Address. If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all charges for the Continuous Service which were incurred in the exercise of this Agreement.

11) Correspondence regarding this Agreement should be sent either by facsimile at (209) 476-7694 or mailed to PG&E at the following address:

Pacific Gas & Electric Company
Landlord Department
P.O. Box 8329
Stockton, CA 95208

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

Property Owner:	**Property Manager** (If Property Manager Authorization Agreement Exists):
Signature	*Signature*
Print Name	*Print Name*
Print Title (owner, managing member or partner)	*Print Title (property manager, accountant, etc.)*
Date	*Date*
Daytime phone	*Daytime phone*
Cell Phone	*Cell Phone*
E –Mail Address	*E –Mail Address*

Attached Additional Service Addresses (if needed):

Electric Sample Form No. 62-0562 Sheet 1
Gas & Electric Facilities Transfer Agreement - Declaration

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

☐ Transferor
☐ Division
☐ Customer Care

REFERENCES

Order #:_____
SD #:_____
D&C #:_____
MLX #:_____
R/W #:_____

GAS & ELECTRIC FACILITIES TRANSFER AGREEMENT - DECLARATION

Submitted to Transferor By:

_____

Date of Issuance: _____

_____ **(TRANSFEROR)**, has requested **PACIFIC GAS AND ELECTRIC COMPANY (PG&E)**, a California Corporation, to acquire Transferor's ☐ Gas; ☐ Electric Facilities (Facilities) as summarized on "Exhibit A", and situated at _____, and to deliver ☐ Gas; ☐ Electric Energy (Energy) to the existing Customers (Customers) served from the Facilities and listed on "Exhibit B" for the operation of the utilization Equipment (Equipment). The Incremental Base Annual Revenue and Economic Analysis and Payment Computation for the gas and electric systems are summarized in "Exhibit C.1." and "Exhibit C.2.", respectively. The Facilities are shown on sketch marked "Exhibit D". All exhibits are attached hereto and made part hereof.

Executed this _____ day of _____ , _____

	PACIFIC GAS AND ELECTRIC COMPANY
Transferor	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

MAILING ADDRESS:

_____

_____

_____

Attachments: (Mark each attachment needed)

- ☐ Exhibit A - Facilities
- ☐ Exhibit B - Customers
- ☐ Exhibit C.1. - Incremental Base Annual Revenue
- ☐ Exhibit C.2. - Economic Analysis and Payment
- ☐ Exhibit D - Gas and/or Electric Facilities Sketch
- ☐ Exhibit E - Additional Terms and Conditions
- ☐ Gas Rule 15
- ☐ Gas Rule 16
- ☐ Electric Rule 15
- ☐ Electric Rule 16

Transferor: *Please initial here to confirm receipt of all attachments:*_____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Automated Document – Preliminary Statement Part A

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

PROVISIONS

As indicated in the Declarations**, TRANSFEROR** has requested **PG&E** to acquire Transferor's gas and electric Facilities. The Facilities, if electric, include but are not limited to: poles, conductors, transformers, substructures, conduits, services, meters, and other associated equipment. Facilities, if gas, include but are not limited to: gas mains, services, valves, meters, regulators, and other associated equipment.

PG&E is willing to acquire and own the Transferor's Facilities, and supply Energy service in accordance with PG&E's applicable rates and rules, subject to the following terms and conditions:

1. **OWNERSHIP BASIS.** Concurrently with the execution of this Agreement, Transferor agrees to transfer to PG&E the Facilities described herein, along with any associated capital costs, applicable taxes, and cost-of-ownership for that portion of the Facilities not supported by Incremental Base Annual Revenue derived from existing permanent loads served directly from the Facilities. All Facilities conveyed to PG&E under this Agreement shall at all times be and remain the property of PG&E.

2. **CONDITION OF FACILITIES.** To the best of Transferor's knowledge, the gas and electric distribution Facilities are in reasonably good operating condition and are capable of providing the end users a safe and reliable source of electric and gas service, the Facilities meet the California Public Utilities Commission's (CPUC) General Orders, are compatible, and in the case of new construction, meet PG&E's design standards as they relate to safety and reliability, and are capable of serving the customary expected load, determined in accordance with a site specific study and PG&E's rules as approved by the CPUC. If the facilities do not comply with the above, the Transferor has the following two options, both at the expense of the Transferor:

   (a) Transferor may elect to have qualified third party perform the necessary work prior to Title Acceptance and Conveyance; or

   (b) Transferor may elect PG&E to perform necessary work.

3. **CUSTOMER CONTRIBUTIONS.** Customer charges, if any, are determined in the following manner:

   (a) **Appraised Value of Transferor's Facilities**. As shown on Exhibit C.2., this is PG&E's estimated capital worth of the Facilities (existing Facilities found used and useful, plus any new replacement Facilities) according to the applicable extension and service rules defining those facilities that are subject to refund and those that are not subject to refund.

   (b) **Estimated Incremental Base Annual Revenue**. As shown on Exhibit C.1., PG&E will calculate the Estimated Incremental Base Annual Revenue by calculating the difference between the existing annual Energy usage and annual base revenue, and the estimated annual Energy usage and annual base revenue. The Estimated Base Annual Revenue for gas and electric is the distribution "Base Energy Rate" for the applicable PG&E gas or electric rate schedule, plus any customer, meter, and demand charges. For mobilehome parks, it is the annual discount portion of the applicable master-metered mobilehome park rate schedule, for each installed space.

   (c) **Supported Capital Costs**. As shown on Exhibit C.2., the Supported Capital Cost is the maximum capital investment amount by PG&E that is supported by the Estimated Incremental Base Annual Revenue to be derived by PG&E from the delivery of Energy supplied from the Facilities to the Customers. The Supported Capital Cost is calculated by dividing the Estimated Incremental Base Annual Revenue by the Cost-of-Service Factor as defined in PG&E's Gas and Electric Rule 15 -- Definitions for Rule 15.

*Automated Documents, Preliminary Statement, Part A

(d) **Unsupported Capital Contribution.** As shown on Exhibit C.2., this is the amount that the Appraised Value of Transferor's Facilities exceeds the Supported Capital Costs, less any applicable credits for joint facility cost participation by other entities. If Transferor, for any reason, fails to continue using the Equipment in a bona fide manner at the estimated Incremental Base Annual Revenue level listed on Exhibit C.1., within the terms of this Agreement, the Transferor shall pay to PG&E, on demand, an additional refundable payment equal to the difference between, the Unsupported Capital Contribution amount specified above and, the Unsupported Capital Contribution amount that would have been required if recalculated on the basis of Equipment, if any, actually used by Customers.

(e) **Income Tax Component Of Contribution (ITCC).** As shown on Exhibit C.2., Transferor shall pay to PG&E the State and Federal ITCC on the Unsupported Capital Contribution amount at the rate provided in the Preliminary Statement of PG&E's tariff schedules and approved by the CPUC. The ITCC is refundable or non-refundable as specified in the Contribution Adjustments section of this Agreement.

(f) **Cost-of-Ownership Annuity Fund.** As shown on Exhibit C.2., Transferor shall also pay to PG&E, in addition to the monthly rates and charges for service, a one-time refundable payment for a Cost-of-Ownership Annuity Fund. This fund represents PG&E's present worth value of its continuing costs, in perpetuity, to own, operate, and maintain that portion of the Facilities not supported by revenue. The fund is determined by multiplying the Unsupported Capital Contribution amount by the annual Cost-of-Ownership percentage rate for customer-financed (contributed) capital, and the present worth factor (at PG&E's current authorized rate of return).

Interest will be added annually to the unused balance of the annuity fund before the current year's cost-of-ownership charges are deducted. This calculation shall be performed on each anniversary of the date ownership of the Facilities was transferred to PG&E, as is established in PG&E's records. The interest rate shall be the 12-month average of the discount interest rate on prime, 3-month commercial paper for each month as reported in the Federal Statistical Release, G-13 or its successor publication.

Adjustments to the Cost-of-Ownership Annuity Fund are described in the paragraph on Cost-of-Ownership Annuity Fund Adjustments.

4. GENERAL ACCESS. PG&E shall at all times the have right to enter and leave Transferor's premises for any purpose connected with the furnishing of electric and gas services, including meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc., and the exercise of any and all rights secured to it by law, or under PG&E's tariff schedules. Transferor hereby grants to PG&E the right to install, own and maintain such Facilities on Transferor's premises together with sufficient safe legal clearances between all structures now or hereafter erected on Transferor's premises.

(a) **Existing Land Rights.** Transferor warrants that adequate land rights cover all of the Facilities as shown in "Exhibit A". In the absence of such land rights, Transferor shall assume any and all liability in connection therewith. Transferor shall assign to PG&E in whole or in part all of its private grants of rights-of-way and easements satisfactory to PG&E for the operation of the Facilities.

(b) **New Land Rights.** Where new formal rights-of-way, easements, land leases, or permits are required by PG&E for the acceptance of ownership of the Facilities on or over the Transferor's property, or the property of others, Transferor understands and agrees that PG&E shall not be

obligated to accept ownership of the Facilities unless and until any necessary permanent rights-of-way, easements, land leases, or permits, satisfactory to PG&E, are granted to or obtained for PG&E without cost to or condemnation by PG&E. However, if PG&E is unable to obtain such land rights, the Transferor shall obtain them for PG&E. Such easements shall include the right of access and the right to trim trees as necessary to maintain required legal clearances from overhead wires.

(c) **Third Party Consents.** All requisite third party consents to sell, assign, and transfer the Facilities and rights-of-way and easements thereto have been secured.

5. **AD VALOREM TAXES.** Except as disclosed by Transferor, all taxes or other assessments on or concerning the Facilities for the current tax year and earlier, have been paid in full and there are no penalties or delinquency charges owing. PG&E shall not be responsible for prior taxes. The current ad Valorem taxes for the tax year in which the Facilities are conveyed shall be prorated as of the date of conveyance. Transferor shall pay to PG&E on demand such part thereof as is attributable to the portion of the tax year prior to delivery of the Facilities.

6. **ADDITIONS, BETTERMENTS, OR REMOVALS.** This Transfer Agreement does not cover additions, betterments, or removals, if any, made to the Facilities by Transferor subsequent to this Agreement and is limited to those items more fully described in Exhibit A. Additions, betterments, or removals subsequent to this Agreement performed by other than PG&E, if any, will be covered by a supplemental Transfer Agreement or other such Agreement to be prepared by PG&E and delivered to Transferor concurrently with payment of the price thereof, if any. The Transferor shall not be responsible for betterments or improvements to PG&E's gas or electric distribution Facilities or operations that do not benefit the Transferor.

7. **SERVICE CONNECTIONS.** Transferor shall require all Customers to provide metering facilities in meter locations acceptable to PG&E in accordance with PG&E's Electric and Gas Service Requirements (Green Book). The appropriate jurisdiction shall inspect the Customer's metering facilities and determine if it is safe and ready for the meter to be set by PG&E.

8. **GAS DELIVERIES.** Gas deliveries shall be in conformance with the standards specified in CPUC General Order No. 58-A and measured at the outlet side of the meter.

   Gas will normally be delivered at PG&E's adopted standard delivery pressure of seven inches of water column. This standard pressure supplied to domestic and commercial customers shall not vary more than fifty percent above or below the adopted pressure. No variation in pressure from the standard pressure, of two inches or more of water column, shall occur in a time less than fifteen minutes, excepting momentary fluctuations on individual services caused by the operations of Customer's appliances or fluctuations caused by reasonable regulator buildups.

9. **POWER QUALITY AND VOLTAGE STABILITY.** PG&E designs and operates its distribution system to deliver sustained voltage as close as economically practical to service voltages required for customer's Facilities and equipment. Under normal circumstances service voltage can vary within a range set by PG&E's Electric Rule 2 on file with the CPUC. Under Electric Rule 2, PG&E's service voltage can also vary outside the specified range for brief periods. If the Transferor's equipment or Facilities require voltages of greater stability than those specified under Electric Rule 2, it is the Transferor's responsibility to take what ever actions are necessary to provide power of such stable voltage, including the design, installation and operation of any necessary protective equipment. PG&E cannot be held liable for any injuries or damages that may occur as the results of voltage variations that are allowable pursuant to Electric Rule 2.

*Automated Documents, Preliminary Statement, Part A

10. **HAZARDOUS SUBSTANCES.** Transferor shall be solely responsible for taking and paying for remedial action relating to hazardous substances or materials present in and around the Facilities acquired by PG&E and on lands occupied by the Facilities and in and on structures located on such lands. Transferor shall be solely liable for all costs, losses and damages from such hazardous substances or materials to property or injuries to any person and natural resources including but not limited to costs, damages and injuries arising from, and incident to Transferor's activities related to the gas and electric Facilities. PG&E is not responsible for pre-existing conditions, including but not limited to any costs, claims or delays associated with the remediation of hazardous substances.

    "Hazardous Substances" means any chemical, material or substance that is listed or regulated under applicable federal, state and local environmental laws, including but not limited to Comprehensive Environmental Response, Compensation, and Liability Act, and the Resource Conservation and Recovery Act, as a "hazardous" or "toxic" substance or waste, or as a "contaminant", or as is otherwise listed or regulated under applicable environmental laws because it poses a hazard to human health or the environment, including but not limited to asbestos in any form, polychlorinated biphenyls (PCBs), and lead paint and coatings.

11. **LITIGATION, PROCEEDINGS, AND CLAIMS.** There are no investigations, charges, proceedings, actions, suits, or arbitration proceedings pending, or, to the best of Transferor's knowledge, overtly threatened, involving tax, environmental or land use matters, before any court or governmental agency, or any other public forum, that could affect, encumber or burden the Facilities, or the ability of PG&E to operate the Facilities, or could result in impairment or loss of PG&E's title to the Facilities.

12. **GOVERNMENTAL COMPLIANCE.** To the best of Transferor's knowledge, the Facilities have been operated by or on behalf of Transferor in full compliance with all applicable laws, rules, and regulations, including ordinances, codes, permits and licenses of all city, county, state, and federal governments, and including, but not limited to, laws, rules, and regulations relating to environmental matters; and no notice from any governmental body has been served upon Transferor or its agents or upon the Facilities, claiming violation of any law, ordinance, code, rule, or regulation or calling attention to the need for any work, repairs, construction, alterations, or installation on or in connection with the Facilities with which the Transferor has not complied and PG&E was not notified.

13. **WARRANTY.** During the pendency of Transferor's request, Transferor shall be responsible for the continued maintenance to preserve the integrity of the Facilities and for the safe and reliable operation of the Facilities in accordance with applicable laws. During the pendency of Transferor's Transfer request, Transferor shall remain liable for injury and damage resulting from operation of the Facilities. Transferor further warrants that the Facilities, including any new Facilities installed by Transferor or its contractor, shall be free from defects in materials and workmanship. The warranty period shall begin from the date of Transfer of the Facilities to PG&E, and extend for one (1) year. The warranty period for any trench shall extend for two (2) years. Should the Facilities develop defects in materials or workmanship during the warranty period, PG&E, at its election shall either, (a) repair or replace the defective materials or workmanship, or (b) demand that the Transferor repair or replace the defective materials or workmanship. In either event, the Transferor shall be responsible for all costs associated with such repair or replacement. Transferor, upon demand by PG&E, shall promptly correct, to PG&E's satisfaction and that of any governmental agency having jurisdiction, any defect.

14. **CONTRIBUTION ADJUSTMENTS.** The Unsupported Capital Contribution amount and the associated ITCC Tax amount paid by Transferor under this Agreement shall be subject to refund to Transferor, without interest during the term of this Agreement, as follows:

*Automated Documents, Preliminary Statement, Part A

(a) **Facility Charge Adjustments**. At PG&E's option, the Unsupported Capital Contribution amount will be reviewed annually and adjusted if necessary for any difference between the actual Incremental Base Annual Revenue and the previously estimated actual Incremental Base Annual Revenue, derived over the previous 12 billing months. Refunds will be made within 90 days of the date that PG&E performs its review.

(b) **Refunds for New Extensions**. For refunds on new extensions served directly from these Facilities, refer to PG&E's Gas and Electric Rules 15 on series refunding.

(c) **Unsupported Capital.** The Unsupported Capital Contribution amount will be reviewed and updated with each adjustment made hereunder.

(d) **Adjustment Period Limit**. No adjustment or refund will be made by PG&E in excess of the refundable amount advanced by Transferor, nor after a period of ten-years from the date PG&E first assumed ownership. Any unrefunded amount and the associated ITCC remaining at the end of the ten-year period will become the property of PG&E.

(e) **Cost-of-Ownership Annuity Fund Adjustments.** In the event that PG&E makes refunds or other adjustments as provided in this Agreement, PG&E shall also adjust the Cost-of-Ownership Annuity Fund at the same time. The existing fund is updated by first adding interest to date and then subtracting the actual accrued cost-of-ownership charges to date. This updated fund amount is then compared to the new fund requirement (determined in the same manner as described in the paragraph on Facility Charges). If the updated fund balance is greater than the new fund requirement, the Transferor receives a refund of the difference. Conversely, if the updated fund balance is less than the new fund requirement, the Transferor shall pay an additional cost-of-ownership charge based on the difference between the updated fund amount and the new fund requirement. The adjusted fund amount becomes the new amount subject to future interest payments. Any unrefunded amount remaining at the end of the ten-year refund period will become the property of PG&E.

15. INDEMNIFICATION AND WITHHOLDING.

(a) **Indemnification:** Transferor shall indemnify, defend and hold harmless PG&E, directly or indirectly, its parent company, any affiliate companies, any subsidiary companies and their respective officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Transferor, contractor or subcontractor; injury to property of PG&E, Transferor, or any third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Transferor's performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees.

Transferor acknowledges that any and all claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with hazardous substances or materials including but not limited to the release or spill of any hazardous substance or material as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for

environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

Transferor shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. Transferor shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

(b) **Withholding:** In addition to any other right to withhold, PG&E may withhold from payments due Transferor hereunder such amounts as, in PG&E's opinion, are reasonably necessary to provide security against all loss, damage, expense, and liability covered by the foregoing indemnification provision.

16. ASSIGNMENT OF AGREEMENT. Transferor may assign this Agreement, in whole or in part, only if PG&E consents in writing and the party to whom the Agreement is assigned (Assignee) agrees in writing, to perform the obligations of Transferor hereunder. Consent will not be unreasonably withheld. Such Assignment shall be made using PG&E's Assignment Agreement and shall be notarized. Assignment of this Agreement shall not release Transferor from any of the obligations under this Agreement unless such a release is agreed to in writing by PG&E and the Assignee. Release will not be unreasonably withheld. Such assignment, unless otherwise provided therein, shall be deemed to include Transferor's right to any refunds then unpaid or which may thereafter become payable.

17. AGREEMENT TERMINATION. During the pendency of Transferor's request, if Transferor or PG&E elects to cancel and terminate the Agreement, PG&E shall return to the Transferor an amount equal to the Transferors advance, less PG&E's costs. PG&E's costs are defined as the actual costs (including but not limited to labor, materials, and overhead) incurred by PG&E prior to such cancellation and termination in connection with work done in furtherance of Transferor's project, plus the actual costs of removing any of PG&E's installed facilities which PG&E desires to salvage, minus the salvage value of such facilities. In the event PG&E's costs exceed the advance, Transferor agrees to pay PG&E a sum equal to the amount by which PG&E's costs exceed the advance. Upon exercise of it's right to cancel and terminate and upon payment the Transferor, all of PG&E's obligations under the Agreement Documents shall cease.

18. COMMISSION JURISDICTION. This Agreement shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction. These may include, but are not limited to changes or modifications to Monthly Cost-of-Ownership Charges (higher or lower percentage rates), extension and service rules, and rate schedules.

19. AUTHORIZED SIGNATURE. If Transferor is a corporation, partnership, joint venture or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partnership, joint venture or a group of individuals as the case may be.

20. EFFECTIVE DATE AND TERM. This Agreement shall be binding when (a) the Agreement is signed by Transferor and delivered together with payment required to PG&E within ninety (90) days of issuance, and (b) the Agreement is accepted and executed by PG&E. The term of this Agreement shall then continue in force, subject to the termination provision of this Agreement.

*Automated Documents, Preliminary Statement, Part A

PROVISIONS

21. **INCORPORATION BY REFERENCE.** All Appendices or other attachments are incorporated by reference. For mobilehome parks, the terms of this Transfer Agreement are subject to the terms of Sections 2791 et. seq. of the Public Utilities Code.

22. **SURVIVAL.** All representations and warranties by Transferor are ratified and affirmed as of the Transfer Date. Where the context permits, the terms and conditions of this Agreement shall survive termination.

23. **ADDITIONAL TERMS AND CONDITIONS.** Appended to this Agreement, if applicable, includes additional terms and conditions associated with PG&E's acceptance of the transfer of ownership of the Facilities.

24. **TITLE CONVEYANCE.** For good and valuable consideration, Transferor hereby transfers, grants, and conveys to PG&E, its successors and assigns, all of Transferor's rights, title, and interest in and to its Facilities, together with all necessary land and property rights for PG&E to own, operate and maintain the Facilities.

25. **TITLE ACCEPTANCE.** When all of the above terms and conditions are met, to the standards set forth in Section 2 herein, the existing or new Facilities necessary will be accepted by PG&E in writing, for PG&E to own, operate and maintain. Upon PG&E's final acceptance of said installation in accordance with the referenced general conditions, Transferor hereby grants, sells and conveys to PG&E all its rights, title and interest in and to all materials installed.

*Automated Documents, Preliminary Statement, Part A

Pacific Gas and Electric Company

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

REFERENCES
Order #:_____
SD #:_____
D&C #:_____
MLX #:_____
R/W #:_____

EXHIBIT C.1.

Incremental Base Annual Revenue Calculation
Gas and/or Electric Facilities Transfer – Mobile Home Parks

GAS **ELECTRIC**

I. ESTIMATED INCREMENTAL BASE ANNUAL REVENUE (DISCOUNT RATE)

A. Gas:

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day $ _____ x # of Installed Spaces _____ x
365 Days/Year……= $ _____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day $ _____ x # of Installed Spaces _____ x
365 Days/Year……= $ _____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day $ _____ x # of Installed Spaces _____ x
365 Days/Year……= $ _____

Total Gas Incremental Base Annual Revenue From Discount Rate=$_____

B. Electric:

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day $ _____ x # of Installed Spaces _____ x
365 Days/Year……= $_____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day $ _____ x # of Installed Spaces _____ x
365 Days/Year……= $_____

Master-Metered Account Number: _____
Master-Metered Rate Schedule: _____
Discount Rate/Day $ _____ x # of Installed Spaces _____ x
365 Days/Year……= $_____

Total Electric Incremental Base Annual Revenue From Discount Rate . . . . =$_____

II. PG&E'S SUPPORTED CAPITAL INVESTMENT

A. Gas:

Total Gas Incremental Base Annual Revenue ($ _____ [I.A.])
(_____ [Cost-of-Service Factor])……=$_____ [1]

B. Electric:

Total Electric Incremental Base Annual Revenue ($_____ [I.B.]) /
(_____ [Cost-of-Service Factor])……=_____ [1]

[1] Enter gas and electric Incremental Base Annual Revenue amounts on Exhibit C.2., Section I.A.

*Automated Documents, Preliminary Statement, Part A

Pacific Gas and Electric Company

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

REFERENCES
Order #:_____
SD #:_____
D&C #:_____
MLX #:_____
R/W #:_____

EXHIBIT C.1.

Incremental Base Annual Revenue Calculation
Gas and/or Electric Facilities Transfer – Other Than Mobile Home Parks

GAS **ELECTRIC**

I. ESTIMATED INCREMENTAL BASE ANNUAL REVENUE

A. Gas:

1) Rate Schedule: _____
Annual Energy Usage _____ (Therms) x
_____ (Base Energy Rate for Applicable Rate Schedule)..$ _____

2) Rate Schedule: _____
Annual Energy Usage _____ (Therms) x
_____ (Base Energy Rate for Applicable Rate Schedule)..$ _____

3) Rate Schedule: _____
Annual Energy Usage _____ (Therms) x
_____ (Base Energy Rate for Applicable Rate Schedule)..$ _____

4) _____ Mo. Customer Charge x 12 mos……..……..=$_____

Total Gas Incremental Base Annual Revenue……=$_____

B. Electric:

1) Rate Schedule: _____
Annual Energy Usage _____ (kWh) x
_____ (Base Energy Rate for Applicable Rate Schedule)……..$_____

2) Rate Schedule: _____
Annual Energy Usage _____ (kWh) x
_____ (Base Energy Rate for Applicable Rate Schedule)……..$_____

3) Rate Schedule: _____
Annual Energy Usage _____ (kWh) x
_____ (Base Energy Rate for Applicable Rate Schedule)……..……$_____

4) _____ Mo. Customer Charge + _____ Mo. Demand Charge x 12 mos.$_____

Total Electric Incremental Base Annual Revenue……..……..=$_____

II. PG&E'S SUPPORTED CAPITAL INVESTMENT

A. Gas:

Total Gas Incremental Base Annual Revenue ($ _____ [I.A.]) /
(_____ [Cost-of-Service Factor])……..=$_____ [1]

B. Electric:

Total Electric Incremental Base Annual Revenue ($ _____ [I.B.]) /
([Cost-of-Service Factor])……=$ [1]

[1] Enter gas and electric Incremental Base Annual Revenue amounts on Exhibit C.2., Section I.A.

*Automated Documents, Preliminary Statement, Part A

Pacific Gas and Electric Company

GAS AND ELECTRIC FACILITIES TRANSFER AGREEMENT

REFERENCES
Order #:_____
SD #:_____
D&C #:_____
MLX #:_____
R/W #:_____

EXHIBIT C.2.
Economic Analysis and Payment Computations

	GAS	ELECTRIC
I. INVESTMENT AMOUNT AVAILABLE FOR TRANSFER		
A. PG&E's Supported Capital Investment…….$	_____ [1]	_____ [1]
B. Less PG&E's Current Investment Costs (if any) …….-	_____	_____
C. Investment Amount Available for Transfer (I.A. - I.B.)…….=$	_____	_____
II. TRANSFOR'S REFUNDABLE CASH PAYMENT		
A. Appraised Value of Transferor's Refundable Facilities (Exhibit A.) $	_____	_____
B. Less Investment Amount Available for Transfer (I.C.)…….-	_____	_____
C. Less Contribution by Other Utilities (if any) …….-	_____	_____
D. Unsupported Capital Contribution (II.A. - II.B. - II.C.)…….=	_____	_____
E. ITTC Contribution (II.D. x ITCC % for Gas and ITCC % for Electric)	_____	_____
F. Cost-of-Ownership Fund Calculation		
Gas: ($ _____ [II.D.] x _____ [Present Worth Factor] x _____ % [Monthly Cost-of-Ownership %] x 12)……..+	_____	
Electric: ($ _____ [II.D.] x _____ [Present Worth Factor] x _____ % [Monthly Cost-of-Ownership %] x 12)……		_____
G. Total Refundable Cash Payment (II.E + II.F)……=$	_____	_____
III. TRANSFOR'S NON-REFUNDABLE CASH PAYMENT		
A. Removal Costs……$	_____	_____
B. Rearrangement Costs……+	_____	_____
C. Inspection Fees……+	_____	_____
D. ITCC ([III.A. + III.B. + III.C.] x ITCC %)……+	_____	_____
E. Value of Electric Distribution Trench…….$	_____	
F. Value of Electric Distribution Conduit……+	_____	
G. ITCC on Value of Electric Distribution Trench and Conduit (III.E. + III.F.) x Electric ITCC %……		_____
H. Total Non-Refundable Cash Payment (III.A. + III.B. + III.C. + III.D. + III.G.)……..=$	_____	_____
IV. PAYMENT SUMMARY		
A. Investment Amount Available for Transfer (Lesser of I.C. or II.A.)$	_____	_____
B. Less Refundable Cash Payment (II.G.)……..-	_____	_____
C. Less Non-Refundable Cash Payment (III.H.)……-	_____	_____

V. TOTAL PAYMENT (IV.A. - IV.B. - IV.C. [Gas] + IV.A. - IV. B. - IV.C. [Electric])…….$_____
(In Addition to Conveyance), (If Positive, PG&E Pays Transferor)

[1] Enter gas and electric Incremental Base Annual Revenue amounts from Exhibit C.1., Section II.A. & II.B.

*Automated Documents, Preliminary Statement, Part A

Electric Sample Form No. 62-0579
Design/Construction Change Order Request

Sheet 1

Please Refer to Attached
Sample Form

DESIGN / CONSTRUCTION CHANGE ORDER REQUEST

Project Title: _____ Date: _____

Prepared by (print): _____

Order #: _____ Phone #: _____

Location of Change: _____

Check all that apply:
☐Electric ☐Gas ☐Design ☐Construction

Description of Change or additional work: (e.g. flopped lot, trench occupant change, etc.)

_____

_____

_____

Description of Estimated Costs	Cost	Tax
Total Estimated Cost of Change		

☐ This change requires detailed cost development.

Date Requested for Design/Construction Change: _____

We the undersigned, as a principal or agent for the owner, hereby authorize PG&E to perform the above described work and agree to make payment within thirty (30) days from the receipt of this invoice. This agreement does not supersede or cancel any other applicable contract terms and conditions. If at any time during construction or thereafter, a change in condition exists that would deviate from PG&E standards as described in G.O. 95, 112E, 128, or the Gas and Electric Service Requirements specifications, PG&E will notify the applicant, make the needed modifications or repairs and prepare a change order for billing at the applicant's expense.

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

	PACIFIC GAS AND ELECTRIC COMPANY
Company	
Work Authorized by (print)	Executed for PG&E by (Print)
Signature	Signature
Title	Title
Phone Number	Phone Number

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Automated Document, Preliminary Statement Part A

Electric Sample Form No. 62-0683 Sheet 1
Application for Service -- Residential Single Family Dwelling

Please Refer to Attached
Sample Form

APPLICATION FOR SERVICE
RESIDENTIAL SINGLE FAMILY DWELLING

Please complete this application and submit the completed form to PG&E Application for Service at P.O. Box 24047, Fresno, CA 93706-2010. You may also submit applications at http://www.pge.com/cco or call 1-877-PGE-SRVC.
**Indicates optional fields.*

Project Information

☐ Gas Service ☐ Electric Overhead Service ☐ Electric Underground Service Date Initial Service Needed_____

Project Address or Lot Number_____ City_____ County_____Zip_____

Single Family Dwelling☐ Multiple Lots☐ *Assessor's Parcel_____ *Building Permit_____

Nearest Cross Street_____

Applicant / Company Name_____

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other_____

Day Phone (_____)_____ *Cell Phone (_____)_____ *Fax (_____)_____ *Email address_____
(Correspondence will be sent via e-mail)

Applicant Address_____ City_____State_____Zip_____

Contract Information

Legal Name to appear on contract_____

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other_____

*State of incorporation or LLC_____

Name of person authorized to sign contracts_____*Title _____
(First Name, Middle Initial, Last Name)

Mailing address for contract _____ City_____State_____Zip_____

Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone (_____)_____ *Cell Phone (_____)_____ *Fax (_____)_____ *Email address_____

Mailing address _____City_____ State_____ Zip_____

*Contractor's Name_____ *Contractor's Phone (_____)_____

Credit Information (Party responsible for energy use after the meter is installed)

Name/Company Name to appear on bill_____ Day Phone (_____)_____ *Evening Phone (_____)_____
(First Name, Middle Initial, Last Name)

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other_____

Mailing address _____City_____ State_____ Zip_____

*Does the customer currently have service with PG&E? ☐ No ☐ Yes

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

*If yes, please provide the PG&E Account Number _____

*Do you want the new service included on your existing bill? ☐ No ☐ Yes

*Desired Electric Rate Schedule _____*Desired Gas Rate Schedule _____

If you want additional information on rate options or want to request a free rate analysis, visit http://www.pge.com/myhome/myaccount/rateinfo/ or calling 1-877-PGE-SRVC. If a rate schedule is not selected, PG&E will select an applicable rate schedule.

Application and Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work.
In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit http://www.pge.com/cco or request information by calling 1-877-PGE-SRVC.

PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.

Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.

Are you currently planning to use a design contractor? ☐ No ☐ Yes

Construction Information

**Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by: ☐ Applicant ☐ PG&E ☐ Not required

Who will trench and backfill for the distribution facilities? ☐ Applicant / Elec ☐ PG&E / Elec ☐ Date Joint Trench Required _____

Proposed distribution trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV

☐ Other _____

Who will install distribution conduit and substructures? ☐ Applicant ☐ PG&E

Who will trench and backfill for the service facilities? ☐ Applicant / Gas ☐ PG&E / Gas ☐ Date Joint Trench Required _____

☐ Applicant / Elec ☐ PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV

☐ Other

Who will install service conduit and substructures? ☐ Applicant ☐ PG&E

*Transformer type requested: ☐ Padmounted ☐ Subsurface (additional Special Facilities charges may apply)

Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.

APPLICATION FOR SERVICE
RESIDENTIAL SINGLE FAMILY DWELLING

IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the location is approved by PG&E.

General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

Total square footage _____

☐ I am adding load or square footage to an existing residence

☐ Panel Upgrade ☐ Relocation

Will any existing PG&E gas or electric facilities require relocation or removal? ☐ No ☐ Yes ☐ Not Sure Date needed

*Will temporary electric service be required? ☐ No ☐ Yes Date needed _____

*Will temporary gas service be required? ☐ No ☐ Yes Date needed _____

If, yes please complete the following:

*Will Temporary Service power be operated for less than one year? ☐ No ☐ Yes

*Have you ever completed a temporary power project with us before? ☐ No ☐ Yes

*Who will trench and backfill for Temporary Service?

☐ Applicant/Gas ☐ PG&E/Gas

☐ Applicant/Electric ☐ PG&E/Electric

ElectricTemporaryServices

*Panel, Main Breaker Size _____amps

*Will Applicant or Contractor Install Pole? ☐ No ☐ Yes

GasTemporaryServices

*Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐other _____

*Number of Meters at each service location? _____

*Total Gas Load _____

IN THE EVENT THAT APPLICANT SHALL MAKE ANY MATERIAL CHANGE EITHER IN THE AMOUNT OR CHARACTER OF THE APPLIANCES OR APPARATUS INSTALLED UPON THE PREMISES TO BE SUPPLIED BY PG&E, INCLUDING PANEL SIZE, APPLICANT SHALL IMMEDIATELY GIVE PG&E WRITTEN NOTICE OF THIS FACT.

Electric Load Information

Main Switch Size (Meter Panel & Service Termination Enclosure) _____ amps

Voltage: (select one) ☐120/240 Volt, 3-Wire, 1Ø (standard residential service) ☐ 120/208 Volt, 3-Wire, 1Ø ☐Other _____

Standard residential loads: (Check all that apply) Is this a seasonal load ☐ Yes ☐ No

☐ Lighting ☐ Electric Oven ☐ Electric Range ☐ Electric Water Heater (_____kW) ☐ Freezer

☐ Dish Washer ☐ Laundry Dryer ☐ Refrigerator ☐ On-Demand Water Heating (_____kW) ☐ Outdoor Lighting

☐ Air Conditioning – largest (_____ tons) ☐ Domestic Water Pump (_____ hp) ☐ Heat Pump (_____ tons)

☐ Air Conditioning - second A/C (_____ tons) ☐ Locked Rotor (_____ amps) ☐ Pool / Spa (_____ kW)

☐ Other electric heat (_____kW) ☐ NGV Compressor (_____ hp) ☐ Electric Vehicle (_____kW)

Other electric load (specify) _____ Number of meters needed _____

Natural Gas Load Information

If natural gas is not available, will you use propane? ☐ No ☐ Yes

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (psig)

Check all that apply: (If additional space is required please attach a spreadsheet using same format as below) (MBtu/h = 1,000 BTU/h)

☐ Water Heater (_____ MBtu/h) ☐Gas Oven (_____ MBtu/h) ☐Furnace (_____ MBtu/h) ☐Pool /Spa (_____ MBtu/h)

☐Laundry Dryer (_____ MBtu/h) ☐Gas Range (_____ MBtu/h) ☐On-Demand Water Heater (_____ MBtu/h)

☐Other gas load (specify) _____Number of meters needed _____

Self-Generation and Net Metering Options

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit www.pge.com/b2b/newgenerator/ or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning to install any self generation equipment? ☐No ☐Yes
If yes, please provide us with an estimate of the Generation proposed for this project.
Total # of generation units _____ Total output of all generation _____ kW Generation Type _____

Attachment – 2 copies required

A. Assessors parcel map showing all easements, rights-of-way, property lines, etc.
B. Detailed site plan showing roads, sidewalks, driveways, location of fire hydrants and other structures, proposed location of gas and electric meters, building elevations, and proposed future improvements. (Meter locations are subject to PG&E approval.)
C. One copy of the county or city approved plot plan with assigned address is required to establish the PG&E account.
D. Title 24 Utility Report or building permit.
E. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible for identifying all environmental requirements within said permits, approvals and/or conditions. For additional information visit *http://www.pge.com/myhome/customerservice/other/newconstruction/*

Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

APPLICATION FOR SERVICE
RESIDENTIAL SINGLE FAMILY DWELLING

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

I have read the above information. I understand and agree with the provisions and my responsibilities.

Applicant's Signature _____ Print Name _____ Date _____
First Name, Middle Initial, Last Name

Electric Sample Form No. 62-0684 Sheet 1
Application for Service -- Residential Subdivision/Development

Please Refer to Attached
Sample Form

APPLICATION FOR SERVICE
RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

Please complete this application and submit the completed form and attachments to PG&E Application for Service at P.O. Box 24047, Fresno, CA 93706-2010. You may also submit applications at http://www.pge.com/cco or call 1-877-PGE-SRVC.
** Indicates optional fields.*

Project Type

☐ Build-Out (Production) Subdivision ☐ Apartments ☐ Zero Lot Line

☐ Condominiums ☐ Lot Sale Number of lots / units

Project Information

☐ Gas Service ☐ Electric Overhead Service ☐ Electric Underground Service Date Initial Service Needed

Project Name *Tract Number

Project Address /Location City County Zip

Nearest Cross Street

Applicant / Company Name

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

Day Phone( ) *Cell Phone ( ) *Fax ( ) *Email address
(Correspondence will be sent via e-mail)

Applicant Mailing Address City State Zip

Trench start date Date you will begin construction (grading) Trench completion date

Contract Information

Legal Name to appear on contract

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

*State of incorporation or LLC

Name of person authorized to sign contracts *Title
(First Name, Middle Initial, Last Name)

Mailing address for contract City State Zip

Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address

Mailing address City State Zip

*Contractor's Name *Contractor's Phone

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

[1] Automated Document – Preliminary Statement Part A

APPLICATION FOR SERVICE
RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

Credit Information (Party responsible for energy use after the meter is installed)

Name to appear on bill Day Phone( ) *Evening Phone ( )
(First Name, Middle Initial, Last Name)

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other

Mailing address for bill City State Zip

*Does the customer currently have service with PG&E? ☐ No ☐ Yes

*If yes, please provide the PG&E Account Number

*Do you want the new service included on your existing bill? ☐ No ☐ Yes

*Desired Electric Rate Schedule *Desired Gas Rate Schedule

If you want additional information on rate options or want to request a free rate analysis, visit *http://www.pge.com/myhome/myaccount/rateinfo/* or call 1-877-PGE-SRVC. If a rate schedule is not selected, PG&E will select an applicable rate schedule.

Application and Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work. In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit *http://www.pge.com/cco* or request information by calling 1-877-PGE-SRVC.

PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.

Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.

Are you currently planning to use a design contractor? Yes No

APPLICATION FOR SERVICE
RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

Construction Information

**Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by: ☐ Applicant ☐ PG&E ☐ Not required

Who will trench and backfill for the distribution facilities? ☐ Applicant / Elec ☐ PG&E / Elec ☐ Date Joint Trench Required

Proposed distribution trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV

☐ Other

Who will install distribution conduit and substructures? ☐ Applicant ☐ PG&E

Who will trench and backfill for the service facilities? ☐ Applicant / Gas ☐ PG&E / Gas ☐ Date Joint Trench Required

☐ Applicant / Elec ☐ PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV

☐ Other

Who will install service conduit and substructures? ☐ Applicant ☐ PG&E ☐ Date Joint Trench Required

*Transformer type requested: ☐ Padmounted ☐ Subsurface (additional Special Facilities charges may apply)

Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.

General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

*Will temporary electric service be required? ☐ No ☐ Yes Date needed

*Will temporary gas service be required? ☐ No ☐ Yes Date needed

If, yes please complete the following:

*Will Temporary Service power be operated for less than one year? ☐ No ☐ Yes ☐ Not Sure Date needed

*Have you ever completed a temporary power project with us before? ☐ No ☐ Yes

*Who will trench and backfill for Temporary Service?

☐ Applicant/Gas ☐ PG&E/Gas

☐ Applicant/Electric ☐ PG&E/Electric

Electric Temporary Services

*Panel, Main Breaker Size amps

*Will Applicant or Contractor Install Pole? ☐ No ☐ Yes

Gas Temporary Services

*Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐other

*Number of Meters at each service location?

APPLICATION FOR SERVICE
RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

*Total Gas Load

Will existing PG&E electric overhead facilities require undergrounding? ☐ No ☐ Yes ☐ Not sure Date needed

Will any existing PG&E gas or electric facilities require relocation or removal? ☐ No ☐ Yes ☐ Not sure Date needed

Average square footage Largest square footage

IN THE EVENT THAT APPLICANT SHALL MAKE ANY MATERIAL CHANGE EITHER IN THE AMOUNT OR CHARACTER OF THE APPLIANCES OR APPARATUS INSTALLED UPON THE PREMISES TO BE SUPPLIED BY PG&E, INCLUDING PANEL SIZE, APPLICANT SHALL IMMEDIATELY GIVE PG&E WRITTEN NOTICE OF THIS FACT.

Electric Load Information

Main Switch Size (Meter Panel & Service Termination Enclosure) amps

Voltage: (select one) ☐ 120/240 Volt, 3-wire, 1Ø ☐ 120/208 Volt, 3-wire, 1Ø ☐ 240/120 Volt, 4-wire, 3Ø ☐ 208/120 Volt, 4-wire, 3Ø ☐ 480/277 Volt, 4-wire, 3Ø

Check all that apply:

☐ Standard residential loads (Lighting, Electric Oven, Electric Range, Refrigerator, Freezer, Dish Washer, Laundry Dryer, Electric Water Heater)

☐ Air Conditioner (tons) ☐ Domestic Water Pump (hp) ☐ Pool / Spa (kW)

☐ Other electric heat (kW) ☐ Heat Pump (tons) ☐ Electric Vehicle (kW)

☐ On-Demand Water Heating (kW) ☐ NGV Compressor (hp)

☐ Other electric load (specify) Number of meters needed

Common Usage Area Electric Load Information

☐ Lift Station ☐ Club House ☐ Park Site ☐ Sprinkler / Irrigation Controls (must be metered)

☐ Street Lighting ☐ Area Lighting ☐ Other (Specify)

* Street Light Load Information

Number of street lights to be added in development Watts per lamp Number of existing street lights to be removed

Bulb type: ☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor ☐ Mercury Vapor ☐ Metal Halide

☐ Incandescent ☐ Other _____

What rate schedule will the lights be placed on? ☐ LS1 ☐ LS2 ☐ OL1 ☐ LS3 ☐ Other (additional forms may be required)

Who is responsible for the street light billing?

Billing address for streetlights City State Zip

Important Note: *For city or county owned street lighting, a letter will be required from the city/county accepting ownership of the lighting, which includes the date of acceptance and states they will be responsible for the billing. Until the letter is received and dated with the city/county acceptance, the billing will be placed in the applicant's name and billed according to the rate schedule requested once the lights have been energized.*

APPLICATION FOR SERVICE
RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the meter location is approved by PG&E.

Self-Generation and Net Metering Options

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit *www.pge.com/b2b/newgenerator/* or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning to install any self generation equipment? Yes ☐ No ☐

If yes, please provide us with an estimate of the Generation proposed for this project.
*Total # of generation units *Total output of all generation *kW Generation Type

Attachment – 2 copies required

A. Complete set of subdivision improvement plans, including grading plans. Plans should include location of water, sewer, and storm drains. (Include 3 ½ "high-density disk with AutoCAD 2000i.dwg file of the site plan.)
B. Tract map showing all easements, rights-of-way, property lines, etc.
C. Detailed site plan showing roads, sidewalks, driveways, location of fire hydrants and other structures, and proposed future improvements.
D. Landscaping plans including sprinkler controller meter location.
E. Streetlight and traffic signal plans.
F. Title 24 Utility Report or building permit.
G. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible for identifying all environmental requirements within said permits, approvals and/or conditions. For additional information visit *http://www.pge.com/myhome/customerservice/other/newconstruction/*

Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

I have read the above information. I understand and agree with the provisions and my responsibilities.

Applicant's Signature _____ **Print Name** _____**Date** _____
First Name, Middle Initial, Last Name

Electric Sample Form No. 62-0685 Sheet 1
Application for Service -- Commercial/Industrial Development

Please Refer to Attached
Sample Form

APPLICATION FOR SERVICE
COMMERICAL / INDUSTRIAL DEVELOPMENT

Please complete this application and submit the completed form and attachments to PG&E Application for Service at P.O. Box 24047, Fresno, CA, 93706-2010. You may also submit applications at http://www.pge.com/cco or call 1-877-PGE-SRVC.
**Indicates optional fields.*

Project Type

☐ Commercial Service (new) ☐ Commercial/Industrial Development ☐ Commercial/Industrial Service Upgrade (additional load / equipment)

☐ Industrial Service (new) ☐ Mixed Use Commercial/Residential Number of Buildings Number of Electric Services

Project Information

☐ Gas Service ☐ Electric Overhead Service ☐ Electric Underground Service Date Initial Service Needed

Project Address or Lot Number City County Zip

Nearest Cross Street

*Assessor's Parcel No. * Building Permit No.

Applicant / Company Name

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address

(Correspondence will be sent via e-mail)

Applicant Address City State Zip

Contract Information

Legal name to appear on contract

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

*State of incorporation or LLC

Name of person authorized to sign contracts * Title

(First Name, Middle Initial, Last Name)

Mailing address for contract City State Zip

Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address

Mailing address City State Zip

*Contractor's Name *Contractor's Phone ( )

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

APPLICATION FOR SERVICE
COMMERICAL / INDUSTRIAL DEVELOPMENT

Credit Information (Party responsible for energy use after the meter is installed)

Name/Company Name to appear on bill Day Phone ( ) *Evening Phone ( )

(First Name, Middle Initial, Last Name)

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

Mailing address for bill City State Zip

Does the customer currently have service with PG&E? ☐ No ☐ Yes

*If yes, please provide the PG&E Account Number

*Do you want the new service included on your existing bill? ☐ No ☐ Yes

*NAICS (North America Industrial Classification System) Code *Business Activity

*Desired Electric Rate Schedule *Desired Gas Rate Schedule

If you want additional information on rate options or want to request a free rate analysis, visit

http://www.pge.com/mybusiness/myaccount/rates/ or call 1-877-PGE-SRVC. If a rate schedule is not selected, PG&E will select an applicable rate schedule.

Applicant Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work.

In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit http://www.pge.com/cco or request information by calling 1-877-PGE-SRVC.

PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.

Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.

Are you currently planning to use a design contractor? Yes No

APPLICATION FOR SERVICE
COMMERICAL / INDUSTRIAL DEVELOPMENT

Construction Information

**Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by: ☐ Applicant ☐ PG&E ☐ Not required

Who will trench and backfill for the distribution facilities? ☐ Applicant / Elec ☐ PG&E / Elec ☐ Date Joint Trench Required

Proposed distribution trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV ☐ Other

Who will install distribution conduit and substructures? ☐ Applicant ☐ PG&E

Who will trench and backfill for the service facilities? ☐ Applicant / Gas ☐ PG&E / Gas ☐ Date Joint Trench Required ☐ Applicant / Elec ☐ PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV ☐ Other

Who will install service conduit and substructures? ☐ Applicant ☐ PG&E

*Transformer type requested: ☐ Padmounted ☐ Subsurface (additional Special Facilities charges may apply)

Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.

General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

*Will temporary electric service be required? ☐ No ☐ Yes Date needed

*Will temporary gas service be required? ☐ No ☐ Yes Date needed

If, yes please complete the following:

*Will Temporary Service power be operated for less than one year? ☐ No ☐ Yes

Have you ever completed a temporary power project with us before? ☐ No ☐ Yes

*Who will trench and backfill for Temporary Service?

☐ Applicant/Gas ☐ PG&E/Gas

☐ Applicant/Electric ☐ PG&E/Electric

Electric Temporary Services

*Panel, Main Breaker Size amps

*Will Applicant or Contractor Install Pole? ☐ No ☐ Yes

Gas Temporary Services

*Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ other

*Number of Meters at each service location?

*Total Gas Load

Will existing PG&E electric overhead facilities require under grounding?

☐ No ☐ Yes ☐ Not sure Date needed

Will any existing PG&E gas or electric facilities require relocation or removal?

☐ No ☐ Yes ☐ Not sure Date needed

Load Information

Square footage of building (including all floors) Number of stories of building

IN THE EVENT THAT APPLICANT SHALL MAKE ANY MATERIAL CHANGE EITHER IN THE AMOUNT OR CHARACTER OF THE APPLIANCES OR APPARATUS INSTALLED UPON THE PREMISES TO BE SUPPLIED BY PG&E, INCLUDING PANEL SIZE OR HOURS OF OPERATION. APPLICANT SHALL IMMEDIATELY GIVE PG&E WRITTEN NOTICE OF THIS FACT.

Operating Hours

Hours per day Days per week Months per year

Typical daily operating hours: From ☐ AM ☐ PM To ☐ AM ☐ PM

Please describe other operating characteristics

Electric Load Information

Main Switch Size (Service Termination Enclosure) amps Number of meters at each service location

Voltage: (select one)
☐120/240 Volt, 3-wire, 1Ø ☐120/208Volt, 3-wire, 1Ø ☐ 240/120 Volt, 4-wire, 3Ø ☐ 208/120 Volt, 4-wire, 3Ø

☐ 480/277 Volt, 4-wire, 3Ø ☐ Primary voltage (> 2,400 Volts) ☐ Other (specify)

Single Largest 1Ø Motor (hp) Total 1Ø Motors (hp) Single Largest 3Ø Motor (hp) Total 3Ø Motors (hp)

Single Largest 1Ø Air Conditioning (tons) Single Largest 3Ø Air Conditioning (tons)

Total Lighting (kW) Parking Lot Lighting (kW) Streetlights (kW)

Receptacles (kW) Water Heating (kW) Cooking (kW)

Additional electric load (if additional space is needed please attach a spread sheet using same format as below)

Number of Appliances	Phase	Description of Appliance	Connected Load	Units	
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp	☐ tons
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp	☐ tons
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp	☐ tons
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp	☐ tons

*Please provide motor codes for motors that have reduced voltage starting or are 25 hp and greater.

*** Street Light Load Information**

Number of street lights to be added in development Watts per lamp Number of existing street lights to be removed

Bulb type: ☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor ☐ Mercury Vapor
☐ Metal Halide ☐ Incandescent ☐ Other

What rate schedule will the lights be placed on? ☐ LS1 ☐ LS2 ☐ OL1 ☐ LS3 ☐ Other (additional forms may be required)

Who is responsible for the street light billing?

Billing address for streetlights: City: State: Zip:

Important Note: *For city or county owned street lighting, a letter will be required from the city/county accepting ownership of the lighting, which includes the date of acceptance and states they will be responsible for the billing. Until the letter is received and dated with the city/county acceptance, the billing will be placed in the applicant's name and billed according to the rate schedule requested once the lights have been energized.*

Natural Gas Load Information

Natural gas standard service delivery pressure is provided at ¼ psig (7" water column). Requests for elevated service delivery pressure require PG&E's review and approval. If granted, elevated service delivery pressure may be reduced at any time due to PG&E operational needs. Special Facilities costs and cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local PG&E office and refer to Gas Rule 2. MBtu/h = 1,000 Btu/h

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (psig)

Number of meters at each service location

Check all that apply: (If additional space is required please attach a spreadsheet using same format as below)

☐ Space Heating Equipment (MBtu/h) ☐ Boilers (MBtu/h) ☐ Water Heating (MBtu/h)

☐ Air Conditioning (MBtu/h) ☐ Cooking (MBtu/h) ☐ Dryers (MBtu/h)

Other gas load (specify)

IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the meter location is approved by PG&E.

Self-Generation and Net Metering Options

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit *www.pge.com/b2b/newgenerator/* or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning on installing any self generation equipment? Yes ☐ No ☐

If yes, please provide us with an estimate of the Generation proposed for this project.

*Total # of generation units *Total output of all generation(kW) *Generation Type

APPLICATION FOR SERVICE
COMMERICAL / INDUSTRIAL DEVELOPMENT

Attachment – 2 copies required

A. Complete set of site improvement plans, including grading plans. (Include 3 ½" high-density disk with AutoCAD 2000i.dwg file of the site plan.)

B. Building floor plan and exterior elevations.

C. Electric drawings and schedules with complete breakdown of equipment; include single line drawing if available.

D. Electric switchboard drawings. (Must be approved by PG&E prior to manufacturing the main panel.)

E. Plumbing plans.

F. Assessors parcel map showing all easements, rights-of-way, property lines, etc.

G. Detailed site plan showing roads, sidewalk, driveways, location of fire hydrants and other structures, proposed location of gas and electric meters, building elevations, and proposed future improvements. (Meter locations are subject to PG&E approval).

H. Landscaping plans including sprinkler controller meter location.

I. Streetlight and traffic signal plans.

J. Title 24 Utility Report or building permit.

K. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible for identifying all environmental requirements within said permits, approvals and/or conditions. For additional information visit *www.pge.com/mybusiness/customerservice/otherrequests/newconstruction.*

Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

I have read the above information. I understand and agree with the provisions and my responsibilities.

Applicant's Signature _____ Print Name _____Date _____
First Name, Middle Initial, Last Name

Electric Sample Form No. 62-0686 Sheet 1
Application for Service -- Agricultural Service

Please Refer to Attached
Sample Form

APPLICATION FOR SERVICE
AGRICULTURAL SERVICE

Please complete this application and submit the completed form to PG&E Application for Service at P.O. Box 24047,Fresno, CA 93706-2010. You may also submit applications at http://www.pge.com/cco or call 1-877-PGE-SRVC.

** Indicates optional fields.*

Project Type

Applicants will be served under an agricultural rate schedule if 70% or more of the annual energy use on the meter is for agricultural end-uses. Agricultural end-uses consist of: (a) growing crops, (b) raising livestock, (c) pumping water for irrigation of crops, or (d) other uses which involve production for sale. (Note: PG&E's Electric Rule 1 contains the complete qualification criteria for agricultural rates).

What percentage of the annual energy use will be for agricultural end-uses?

☐ New Agricultural Service ☐ Additional Load or Equipment to Existing Agricultural Service

Number of Buildings Number of Services

Project Information

☐ Gas Service ☐ Electric Overhead Service ☐ Electric Underground Service Date Initial Service Needed

Project Address or Lot Number City County Zip

Nearest Cross Street

*Assessor's Parcel No. *Building Permit No.

Applicant / Company Name

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

Day Phone *Cell Phone ( ) *Fax ( ) *Email address

(Correspondence will be sent via e-mail)

Applicant Mailing Address City State Zip

Contract Information

Legal Name to appear on contract

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

*State of incorporation or LLC

Name of person authorized to sign contracts *Title

(First Name, Middle Initial, Last Name)

Mailing address for contract City State Zip

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

APPLICATION FOR SERVICE
AGRICULTURAL SERVICE

Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address

Mailing address City State Zip

*Contractor's Name *Contractor's Phone

Credit Information (Party responsible for energy use after the meter is installed)

Name/Company Name to appear on bill Day Phone ( ) *Evening Phone ( )

(First Name, Middle Initial, Last Name)

☐ Individual ☐ Partnership ☐ Corporation ☐Limited Liability Corporation ☐Governmental Agency

☐Sole Proprietor ☐Other

Mailing address for bill City State Zip

*Does the customer currently have service with PG&E? ☐ No ☐ Yes

*If yes, please provide the PG&E Account Number

*Do you want the new service included on your existing bill? ☐ No ☐ Yes

*NAICS (North America Industrial Classification System) Code *Business Activity

*Desired Electric Rate Schedule *Desired Gas Rate Schedule

The applicant is **required** to select an Agricultural Rate schedule before receiving service. If you want additional information on rate options or want to request a free rate analysis, visit *http://www.pge.com/about/rates/rateinfo/rateoptions/agricultural/* or call 1-877-PGE-SRVC.

Application and Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work.

In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit

http://www.pge.com/cco or request information by calling 1-877-PGE-SRVC.

PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.

Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.

Are you currently planning to use a design contractor? Yes No

Pacific Gas and Electric Company

APPLICATION FOR SERVICE
AGRICULTURAL SERVICE

Construction Information

**Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by: ☐ Applicant ☐ PG&E ☐ Not required

Who will trench and backfill for the distribution facilities? ☐ Applicant / Elec ☐ PG&E / Elec ☐Date Joint Trench Required

Proposed distribution trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV ☐ Other

Who will install distribution conduit and substructures? ☐ Applicant ☐ PG&E

Who will trench and backfill for the service facilities? ☐ Applicant / Gas ☐ PG&E / Gas ☐ Date Joint Trench Required ☐ Applicant / Elec ☐ PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply) ☐ Electric ☐ Gas ☐ Phone ☐ CATV ☐ Other

Who will install service conduit and substructures? ☐ Applicant ☐ PG&E

*Transformer type requested: ☐ Padmounted ☐ Subsurface (additional Special Facilities charges may apply)

Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.

General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

*Will temporary electric service be required? ☐ No ☐ Yes Date needed

*Will temporary gas service be required? ☐ No ☐ Yes Date needed

If, yes please complete the following:

*Will Temporary Service power be operated for less than one year? ☐ No ☐ Yes

Have you ever completed a temporary power project with us before? ☐ No ☐ Yes

*Who will trench and backfill for Temporary Service?

☐ Applicant/Gas ☐ PG&E/Gas

☐ Applicant/Electric ☐ PG&E/Electric

Electric Temporary Services

Panel, Main Breaker Size amps

Have you ever completed a temporary power project with us before? ☐ No ☐ Yes

*Will Applicant or Contractor Install Pole? ☐ No ☐ Yes

Gas Temporary Services

*Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other psig)

*Number of Meters at each service location?

*Total Gas Load

Will existing PG&E electric overhead facilities require undergrounding?

☐ No ☐ Yes ☐ Not sure Date needed

Will any existing PG&E gas or electric facilities require relocation or removal?

☐ No ☐ Yes ☐ Not sure Date needed

Pacific Gas and Electric Company

APPLICATION FOR SERVICE
AGRICULTURAL SERVICE

Load Information

IN THE EVENT THAT APPLICANT SHALL MAKE ANY MATERIAL CHANGE EITHER IN THE AMOUNT OR CHARACTER OF THE APPLIANCES OR APPARATUS INSTALLED UPON THE PREMISES TO BE SUPPLIED BY PG&E, INCLUDING PANEL SIZE OR HOURS OF OPERATION. APPLICANT SHALL IMMEDIATELY GIVE PG&E WRITTEN NOTICE OF THIS FACT.

Operating Hours: Hours per day Days per week Months per year

Typical operating hours: From To

(Military 0-2300)

What months will this facility operate?

☐ January ☐ February ☐ March ☐ April
☐ May ☐ June ☐ July ☐ August
☐ September ☐ October ☐ November ☐ December

Please describe other operating characteristics

What type of crop or livestock are you producing? (if livestock, please state if they are raised for slaughter or sale, kept for breeding purposes, or boarded for others

Electric Load Information

Main Switch Size (Service Termination Enclosure) amps Number of meters at each service location

Voltage: (select one)

☐120/240 Volt, 3-wire, 1Ø ☐120/208Volt, 3-wire, 1Ø ☐ 240/120 Volt, 4-wire, 3Ø ☐ 208/120 Volt, 4-wire, 3Ø
☐ 480/277 Volt, 4-wire, 3Ø ☐ Primary voltage (> 2,400 Volts) ☐ Other (specify)

Single Largest 1Ø Motor (hp) Total 1Ø Motors (hp) Single Largest 3Ø Motor (hp) Total 3Ø Motors (hp)

Electric Connected Load

1Ø Motor: motors at hp each

3Ø Motor: motors at hp each

Additional electric load (if additional space is needed please attach a spread sheet using same format as below)

Number of Appliances	Phase	Description of Appliance	Connected Load	Units
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp ☐ tons
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp ☐ tons
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp ☐ tons
	☐ 1Ø ☐ 3Ø	at	☐ kW	☐ hp ☐ tons

*Please provide motor codes for motors that have reduced voltage starting or are 25 hp and greater.

Will submersible pump(s) be installed? ☐ No ☐ Yes

Natural Gas Load Information

*If this is an existing service, what is the.*PG&E meter no.

Natural gas standard service delivery pressure is provided at ¼ psig (7" water column). Requests for elevated service delivery pressure require PG&E's review and approval. If granted, elevated service delivery pressure may be reduced at any time due to PG&E operational needs. Special Facilities costs and cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local PG&E office and refer to Gas

Rule 2. (MBtu/h = 1,000 Btu/h)

Gas Service Delivery Pressure Requested: ☐ 1/4 psig ☐ Other (psig)

Number of meters at each service location

Check all that apply: (If additional space is required please attach a spreadsheet using same format as below)

☐ Space Heating Equipment (MBtu/h) ☐ Boilers (MBtu/h) ☐ Water Heating (MBtu/h)

☐ Air Conditioning (MBtu/h) ☐ Cooking (MBtu/h) ☐ Dryers (MBtu/h)

☐ Other gas load (specify)

IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the meter location is approved by PG&E.

Self-Generation and Net Metering Options

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, *visit www.pge.com/b2b/newgenerator/* or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning to install any self generation equipment? Yes No

If yes, please provide us with an estimate of the Generation proposed for this project.

*Total # of generation units *Total output of all generation *kW *Generation Type

Attachment – 2 copies required

A. Detailed site plan showing roads, driveways, easements, right-of-ways, property lines, building and structure.

B. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible to identify all environmental requirements within said permits, approvals and/or conditions. For additional information visit *http://www.pge.com/mybusiness/customerservice/otherrequests/newconstruction.*

Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

I have read the above information. I understand and agree with the provisions and my responsibilities.

Applicant's Signature _____ Print Name _____Date _____

First Name, Middle Initial, Last Name

Electric Sample Form No. 62-0687 Sheet 1
Application for Service -- Existing Service Relocate/Change Service

Please Refer to Attached
Sample Form

APPLICATION FOR SERVICE
EXISTING SERVICE RELOCATE / CHANGE SERVICE

Please complete this application and submit the completed form and attachments to PG&E Application for Service at P.O. Box 24047 Fresno CA, 93706-2010. You may also submit applications at http://www.pge.com/cco or call 1-877-PGE-SRVC.
**Indicates optional fields.*
This application is intended for stand-alone relocation requests. If your project also requires new service, please complete a new service application in place of this one. New service applications can be found at http://www.pge.com/cco.

Project Type

Type of Work (please choose one)

☐ Residential Single Family ☐ Residential Subdivision ☐ Commercial/Industrial/Agricultural

☐ Mixed Use (Commercial/Residential Combination) ☐ Agency (City, County, Cal-Trans)

Reason for Relocation / Rearrangement Request (please check all that apply) *

☐ Panel/Meter Relocation (Gas & Electric) ☐ Panel Upgrade (No Load Added) ☐ Panel Upgrade (Added Load)

☐ Temporarily De-energize Panel ☐ Temporarily De-energize Service ☐ Temporarily Disconnect Service

☐ Cut off/Demolition ☐ Meter or Meter Size Change ☐ Service Relocation (Pipes & Electric Wires)

☐ Relocate PG&E Facilities (Poles, Boxes, Wires, Pipes, Guys) ☐ Overhead to Underground Conversion

☐ Other _____

Description of Work Requested: _____

Project Information

☐ Gas ☐ Electric Overhead ☐ Electric Underground ☐ Date Relocation Needed

Project Address or Lot Number City County Zip

Nearest Cross Street

Applicant / Company Name

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

Day Phone ( ) *Cell Phone( ) *Fax ( ) *Email address

(Correspondence will be sent via e-mail)

Applicant Address City State Zip

*Building Permit Number *PG&E Account Number Date PG&E facility rearrangement / relocation needed

PG&E may relocate or rearrange service in accordance with Gas and/or Electric Rules 2, 13, 15, 1, 20, 21 and LS schedules as applicable. There may be circumstances where application of PG&E's distribution/service extension rules would place an undue financial burden on PG&E. In these cases, PG&E may apply the exceptional case provisions of its Rules 15 and 16.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
Privacy Policy is available at pge.com/privacy.

APPLICATION FOR SERVICE
EXISTING SERVICE RELOCATE / CHANGE SERVICE

Contract Information

Legal name to appear on contract

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

*State of incorporation or LLC

Name of person authorized to sign contracts

(First Name, Middle Initial, Last Name)

Mailing address for contract City State Zip

*Contractor's Name *Contractor's Phone ( )

Representative Information **(Party who will relay project information and updates to the PG&E representative)**

Name of Representative

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address

Mailing address City State Zip

*Contractor's Name *Contractor's Phone ( )

Construction Information

You are permitted to select either PG&E or your own contractor to construct all or a portion of any new gas/electric distribution and / or service facilities. However, only PG&E may work on energized or pressurized facilities. More details regarding the installation option requirements are available through your local PG&E office. You should become familiar with the requirements before you make your selection (Please see the following pages under installation options for specific information. For projects that require both relocation work and new service, please complete the appropriate new service application. Those new service (and associated relocation work) applications can be found at http://www.pge.com/cco.

*If trenching is required, who will trench, backfill, and provide and install conduit?

☐ Applicant ☐ PG&E

*Proposed trench occupants: (please check all that apply)

☐ Electric ☐ Gas ☐ Phone ☐ CATV ☐ Other

Water, sanitary sewer, storm drain, LPG, oil or other fluid carrying piping or facilities are not permitted in a joint trench.

IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the location is approved by PG&E.

APPLICATION FOR SERVICE
EXISTING SERVICE RELOCATE / CHANGE SERVICE

Load Information

Electric Load Information

Main Switch Size (Service Termination Can) (amps) Number of meters at each service location

Voltage: (select one)

☐120/240 Volt, 3-wire, 1Ø ☐120/208Volt, 3-wire, 1Ø ☐ 240/120 Volt, 4-wire, 3Ø ☐ 208/120 Volt, 4-wire, 3Ø

☐ 480/277 Volt, 4-wire, 3Ø ☐ Primary voltage (> 2,400 Volts) ☐ Other (specify)

*If required, who will install the electric service wire?

☐ Applicant ☐ PG&E

Natural Gas Load Information

Natural gas standard service delivery pressure is provided at ¼ psig (7" water column). Requests for elevated service delivery pressure require PG&E review and approval. If granted, elevated service delivery pressure may be reduced at any time due to PG&E operational needs. Special facilities & cost of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local PG&E office and refer to Gas Rule 2.

Number of meters at each service location

*If required, who will install the gas pipe? ☐ Applicant ☐ PG&E

General Construction

*Will temporary electric service be required? ☐ No ☐ Yes Date needed

*Will temporary gas service be required? ☐ No ☐ Yes Date needed

If, yes please complete the following:

*Will Temporary Service power be operated for less than one year? ☐ No ☐ Yes

Have you ever completed a temporary power project with us before? ☐ No ☐ Yes

*Who will trench and backfill for Temporary Service?

☐ Applicant/Gas ☐ PG&E/Gas

☐ Applicant/Electric ☐ PG&E/Electric

Electric Temporary Services

*Panel, Main Breaker Size amps

*Will Applicant or Contractor Install Pole? ☐ No ☐ Yes

Gas Temporary Services

*Gas Service Delivery Pressure Requested: ¼ psig other

*Number of Meters at each service location?

*Total Gas Load

*I request PG&E to provide a construction bid for:

☐ Gas Facilities ☐ Electric Facilities

PG&E gas or electric facilities require removal? ☐ No ☐ Yes ☐ Not sure Date Needed

Self-Generation and Net Metering Options

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit *www.pge.com/b2b/newgenerator* or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning on installing any self generation equipment? Yes No

If yes, please provide us with an estimate of the Generation proposed for this project.

*Total # of generation units *Total output of all generation(kW) *Generation Type

Attachment – 2 copies required

A. Complete set of site improvement plans, including grading plans. (Include 3 ½" high-density disk with AutoCAD 2000i.dwg file of the site plan.)

B. Building floor plan and exterior elevations.

C. Electric drawings and schedules with complete breakdown of equipment; include single line drawing if available.

D. Electric switchboard drawings. (Must be approved by PG&E prior to manufacturing the main panel.)

E. Plumbing plans.

F. Assessors parcel map showing all easements, rights-of-way, property lines, etc.

G. Detailed site plan showing roads, sidewalk, driveways, location of fire hydrants and other structures, proposed location of gas and electric meters, building elevations, and proposed future improvements. (Meter locations are subject to PG&E approval).

H. Landscaping plans including sprinkler controller meter location.

I. Streetlight and traffic signal plans.

J. Title 24 Utility Report or building permit.

K. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible to identify all environmental requirements within said permits, approvals and/or conditions. For additional information visit *www.pge.com/mybusiness/customerservice/otherrequests/newconstruction/*

Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

I have read the above information. I understand and agree with the provisions and my responsibilities.

Applicant's Signature _____ Print Name _____Date _____
First Name, Middle Initial, Last Name

Electric Sample Form No. 62-0980 Sheet 1
Distribution Service and Extension Agreement Declarations

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:
☐ Applicant (copy)
☐ Division (copy)
☐ CFM(Original)

REFERENCES:
Notification # _____
E-PM # _____
G-PM # _____
Bill Doc # _____
MLX # _____
Prior MLX # _____
Customer # _____

DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS[1]

Submitted to Applicant by:

PG&E REP NAME

Date of issuance:_____

1. _____**(Applicant),** has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to deliver **Gas / Electric** energy to the property situated at **Enter Address Here** and shown on the attached drawings.

2. **Applicable Documents.** The cost summary for the facilities to be installed is attached hereto as Exhibit A. These facilities shall be installed in accordance with the applicable rules on file with the California Public Utilities Commission (which may include Gas and Electric Rules 2, 13, 15, 16, and 20), as well as the requirements set forth in the Provisions (Form 62-0982) and the General Terms and Conditions for Gas and Electric Service by Applicant (Form 79-716) These documents are located online in PG&E's Tariff Book, which is available at http://www.pge.com/cco . Should you require hard copies please contact your PG&E Representative.

3. **Construction Options.** The responsibility for providing line extension work is divided between PG&E and the Applicant. However, Applicant may chose to have a qualified contractor perform some of the work that is PG&E's responsibility, and may choose to have PG&E perform some or all of the work that is the Applicant's responsibility. PG&E will reimburse or collect money based on its estimate of the costs, subject to the applicable rules. Based on Applicant's request, the contract costs are based on the following construction options:

PG&E Responsibility [1]		To Be Performed By	
		PG&E	Applicant
Gas	Main Trench	☐	☐
	Main Pipe Installation	☐	☐
	Service Pipe Installation	☐	☐
Electric	Distribution Wire and Equipment Installation	☐	☐
	Service Wire Installation	☐	☐

Applicant Responsibility [2]		To Be Performed By	
		PG&E	Applicant
Gas	Service Trench	☐	☐
Electric	Distribution Trench	☐	☐
	Service Trench	☐	☐
	Distribution Substructure Installation	☐	☐
	Service Substructure Installation	☐	☐

1. PG&E's responsibilities per Rule 15.b.1.b and Rule 16.D.2
2. Applicant's responsibilities per Rule 15.b.1.a and Rule 16.D.1

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

4. ☐ **N/A**

Refund/Discount Option Selection

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

Gas	Electric
☐ **10-Year Subject to Refund Option**	☐ 10-Year Subject to Refund Option
- or -	- or -
☐ **Non-Refundable 50% Discount Option**	☐ Non-Refundable 50% Discount Option

ACCEPTED:

APPLICANT:

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

DATE: _____

MAILING ADDRESS: _____

_____

PACIFIC GAS AND ELECTRIC CO.:

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

TITLE: _____

DIVISION: _____

DATE: _____

DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

4. ☐ **N/A**

Refund/Discount Option Selection

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

Gas	Electric
☐ **10-Year Subject to Refund Option**	☐ 10-Year Subject to Refund Option
- or -	- or -
☐ **Non-Refundable 50% Discount Option**	☐ Non-Refundable 50% Discount Option

ACCEPTED:

GROUP OF APPLICANTS:

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

DATE: _____

MAILING ADDRESS:

_____

_____

Amount of Payment/%

$_____/_____

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

DATE: _____

MAILING ADDRESS:

_____

_____

Amount of Payment/%

$_____/_____

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

DATE: _____

MAILING ADDRESS:

_____

_____

Amount of Payment/%

$_____/_____

DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

MAILING ADDRESS:

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

DATE: _____

_____

_____

Amount of Payment/%

$_____/_____

MAILING ADDRESS:

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

DATE: _____

_____

_____

Amount of Payment/%

$_____/_____

PACIFIC GAS AND ELECTRIC CO.:

BY: _____
(Authorized Signature)

_____
(Type or Print Name)

TITLE: _____

DIVISION: _____

DATE: _____

Electric Sample Form No. 62-3282 Sheet 1
Request for Service

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

PG&E Use Only
Issue Date:_____
By:_____
SA #:_____
_____
:_____

REQUEST FOR SERVICE
(FOR USE ONLY WITH INTERIM SERVICE AGREEMENT)

The undersigned requests that gas and/or electric service be started at this service address:

_____
House No. *Street* *Apt. No.* *City*

Effective on (must allow three working days): _____
Month *Day* *Year*

Please note: Request will be worked within three working days of receipt by PG&E. Appointment date should be requested a minimum of three working days in advance and should not be scheduled for a Saturday, Sunday or holiday. Four-hour appointment time frames will be accommodated only if resources are available. If resources are unavailable on the date or time requested, appointments will be scheduled as an all day (8 a.m. to 8 p.m.) appointment.

In the event that the gas and/or electric commodity are physically off, access to the main breaker and/or gas appliances must be provided on the date of the appointment. Is there any reason PG&E would not be able to access our equipment or your gas appliances to complete this request (e.g., locked gate or dog)? ☐ Yes ☐ No

If Yes, please explain: _____

_____

The following information is required to establish the above utility service: *(Please Print)*
Your Name:_____
First *Middle* *Last*

Mailing Address (if different from service address):

_____

_____

_____

Telephone Numbers (include area code and extension):

_____
Home *Business*

Email Address:

_____

_____

Previous Address:

_____
House No. *Street* *Apt. No.* *City*

How Long?_____ Was PG&E service in your name? ☐ Yes ☐ No

If yes, has it been turned off? ☐ Yes ☐ No Approximate Date: _____
(Any outstanding balance will be included in your initial bill at the new service address.) *Month* *Day* *Year*

If no, do you want it turned off? ☐ Yes ☐ No _____
Month *Day* *Year*

Social Security Number:_____

(In order to start service it may be necessary to perform a credit check to determine whether or not security is required. If security is required, it will be included on your bill. If the Social Security Number is not provided, security will be required and also included on your bill.)

If applicable, name of spouse or domestic partner: _____

Please note: Copies of applicable rates and rules are available online at http://www.pge.com/tariffs/. You will receive rate information in the mail. Please call our toll-free customer service number (800) 743-5000 if you would like to change your rate or customer information.

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.

Signature of applicant(s): _____ Date: _____

_____

FAX TO: 1-800-399-0213

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

*Automated Documents, Preliminary Statement, Part A

Electric Sample Form No. 62-4042
Surety Bond/Bill Guaranty

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

BOND # _____

SURETY BOND / BILL GUARANTY

In consideration of Pacific Gas and Electric Company furnishing gas and/or electric service to **(a)** _____ ***(applicant)*** without demanding that the Applicant provide a cash deposit as security for the payment for the Utility Service, I guarantee the prompt payment of all bills due or to become due for the Utility Service provided to Applicant.

If the Applicant does not pay the entire amount due for the Utility Service after Pacific Gas and Electric Company has demanded payment from the Applicant, I will pay all amounts due for Utility Service to Pacific Gas and Electric Company, up to but not exceeding total of **(b)** _____ ***($).***

I authorize Pacific Gas and Electric to transfer any past due closing bill (limited to the amount of this guaranty) for the Utility Service provided to Applicant to my current account or any subsequent account I may have with Pacific Gas and Electric Company. I agree that Pacific Gas and Electric Company may disconnect service to any or all accounts to which the closing bill is transferred if the bill is not paid. **(This clause does not apply to bonding and/or insurance company using a surety bond).**

I waive notice of acceptance of this guaranty, presentation of bills and other collection notices, and consent without further notice to any extension of time granted to the Applicant for payment of any amount due.

I agree that I cannot require Pacific Gas and Electric Company to pursue any remedy Pacific Gas and Electric Company might have against Applicant as a prerequisite to pursuing any remedy Pacific Gas and Electric Company may have against me under this guaranty.

I agree to pay Pacific Gas and Electric Company all cost and expenses it shall incur associated with collection proceedings, including reasonable attorneys' fees, in the event that Pacific Gas and Electric Company must institute any such proceedings to collect any amount due under this guaranty.

I agree this guaranty will remain in effect until either (1) the applicant's accounts under which the Utility Service is provided are closed, (2) Applicant establishes Credit pursuant to Rule No. 6, or (3) twenty days after Pacific Gas and Electric Company receives a written notice from me of termination of this guaranty sent "return receipt requested" to ***P.O. Box 8329, Stockton, CA 95208.*** I guarantee the payment of all amounts due for the Utility Service as of the time of the termination of this guaranty.

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

(c) _____

Name of Guarantor(s) (if surety or bonding company, print name of company)

(d) _____

Name of Guarantor(s)

I declare under penalty of perjury under the laws of the State of California that I am the individual whose name has been signed as guarantor of this agreement.

(e) Executed this _____ day of _____, 20___

At _____

(City, State)

(f) _____

Signature of Guarantor(s)

(g) _____

Signature of Guarantor(s)

(h) _____

Address

_____

City, State and Zip Code

FOR OFFICE USE ONLY

CIRCLE ONE: RES / CIA

APPLICANT'S ACCOUNT ID. (i) _____

GUARANTOR'S ACCOUNT INFORMATION

ACCOUNT ID. (j) _____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy

What are the requirements in the acceptance of a Surety Bond?

A Surety Bond can be obtained from your insurance company or insurance broker.

- Issue in the account name as the PG&E account is held, can not be issued to a dba (doing business as) name.
- No service address, mailing address or PG&E account number should be listed on the Surety Bond.
- The completed Surety Bond with embossed seal, Power of Attorney Page and Notary's Acknowledgement Page copy should be forwarded by fax for acceptance.

The completed Bond form should be forwarded by fax for acceptance.
Fax to: 1-866-283-0730

PG&E's bond department will notify you once the form is accepted. Once you are notified, please mail original documents to:

PG&E
Attn: Bond Desk
P.O. Box 8329
Stockton, CA 95208.

NOTE: THIS IS A LEGAL DOCUMENT AND CANNOT BE ALTERED OR MODIFIED IN ANY WAY.

Key Codes

(c) Name of Bonding Company
(d) Printed name from line (f)
(e) Date bond is in full effect (must match notary date)
(f) Attorney-in-fact signature
(g) Leave Blank
(h) Address of Bonding Company
(i) Leave Blank
(j) Leave Blank

Electric Sample Form No. 62-4501
Absolving Service Agreement

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:

- ☐ Applicant (Original)
- ☐ Division (Original)
- ☐ Customer Care (Copy)

REFERENCE:

_____

_____

_____

Absolving Service Agreement

1. _____ (Applicant) having requested Pacific Gas and Electric Company (PG&E), to supply all of the _____service, hereinafter called "service," required for the operation of Applicant's equipment and apparatus, located at _____County, State of California, PG&E shall, subject to the conditions hereof, install its distribution facilities without undue delay and supply such service in accordance with its applicable rates and rules established from time to time and on file with the Public Utilities Commission of the State of California, and as provided in a written agreement for service, if any, attached hereto and made a part hereof.

2. In order for PG&E to supply and/or for Applicant to receive such service, it will be necessary for (check appropriate item or items)

   ☐ PG&E to utilize certain of its existing facilities considered by PG&E to be of questionable permanency.

   ☐ PG&E to install and utilize certain of its facilities on property across which suitable permanent rights of way are not available on a basis acceptable to PG&E.

   ☐ Applicant to use service facilities owned by the hereinafter named licensor.

   ☐ Applicant to install and use service facilities on, over, or under property owned by the hereinafter named licensor.

   Said facilities and/or property are shown and delineated on the map attached hereto and made a part hereof.

3. Applicant has represented and does hereby represent to PG&E that he has obtained permission to use the said certain service facilities and/or to install and use facilities on, over, and under property owned by the following named Licensor:

   NAME _____

   ADDRESS _____

4. Applicant shall hold harmless PG&E, its officers, agents, and employees from and indemnify them against any liability, claim, or loss for damage to any property or injury to or death of any person or persons in any way arising from or connected with the service facilities owned by Licensor or Applicant, as the case may be, used by Applicant to receive service hereunder and PG&E shall have no obligation with respect to the operation or maintenance thereof.

5. Should PG&E desire to remove or abandon its facilities of questionable permanency or in the event of the revocation of PG&E's or Applicant's right or permission to locate facilities on property owned by others or on lands across which suitable permanent rights of way are not available, or should Applicant's permission to use Licensor's facilities be terminated, or should Licensor's or Applicant's facilities at any time become unsafe or unsuitable in PG&E's opinion for transmitting service, PG&E shall have the right to remove or abandon any of its facilities and discontinue service to Applicant and in any such event, PG&E, shall be absolved of and from any and all liability to Applicant for and Applicant shall indemnify PG&E, its officers, agents and employees against any and all damage, whether to person or property, which Applicant or any third party may suffer by reason of or in any way connected with such discontinuance of service. PG&E will relocate its facilities upon request provided suitable rights of way are available therefore and Applicant first pays to PG&E the cost of such relocation as estimated by PG&E.

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The Privacy Policy is available at pge.com/privacy.

Absolving Service Agreement

6. All service furnished by PG&E to Applicant will be supplied at the connection between Applicant's or Licensor's facilities, as the case may be, and PG&E's facilities, hereinafter called "point of delivery, " and will be transmitted therefrom by Applicant at latter's own risk, provided, however, that for the convenience of the parties hereto, but without in any way changing said point of delivery PG&E may transform or regulate and meter said service at a point agreeable to the parties hereto.
7. Applicant may, with PG&E's written consent, assign this contract if the assignee thereof will in writing agree to be bound by all terms and conditions hereof applicable to Applicant and the terms and conditions of any then effective service agreement between the parties hereto for service to said property.
8. This agreement shall remain in force so long as PG&E provides service to Applicant on said property unless earlier terminated by mutual agreement by the parties hereto.
9. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Executed this _____day of _____, 20____

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

	PACIFIC GAS AND ELECTRIC COMPANY
_____	_____
Customer/Company	
_____	_____
Authorized by (Print)	Authorized by (Print)
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

Applicant’s Mailing Address

_____

_____

_____

_____

Electric Sample Form No. 62-4527 Sheet 1
Agreement to Perform Tariff Schedule Related Work

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

DISTRIBUTION:

☐ Applicant (Original)

☐ Division (Original)

☐ Customer Care (Copy)

REFERENCE: _____

AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK[1]

_____ (Applicant) has requested **PACIFIC GAS AND ELECTRIC COMPANY,** a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

2. Customer shall indemnify and hold harmless PG&E, its officers, agents, and employees, against all loss, damage, expense, and liability, resulting from injury to or death of person, including, but not limited to employees of PG&E, Customer, or any third party, or damage to property, including, but not limited to, property of PG&E, Customer, or any third party, arising out of or in any way connected with the Services to be provided under this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Customer, its officers, employees or agents. Customer shall pay any costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees. [Pursuant to Resolution G-3561 of the California Public Utilities Commission the foregoing provision may be modified in agreements with governmental agencies to limit the scope of the indemnity to claims caused by the negligent or intentional acts or omissions of the governmental agency. Such modifications to this Agreement shall be submitted to the Commission for approval through a Tier 1 Advice Letter.]

3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc.):

LOCATION: _____

DESCRIPTION OF WORK: _____

_____

_____

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of _____dollars ($ _____)

5. 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.

Upon completion of requested work, ownership shall vest in: ☐ PG&E ☐Applicant

Executed this _____ day of _____ 20 ____.

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

	PACIFIC GAS AND ELECTRIC COMPANY
Customer/Company	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

Mailing Address:

_____

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[1]Automated Document, Preliminary Statement, Part A

Electric Sample Form No. 62-4778
Cancellation of Contract

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

CANCELLATION OF CONTRACT

DISTRIBUTION:
- ☐ Customer
- ☐ Accounting
- ☐ Div. ES&E
- ☐ Other_____

REFERENCE:
_____
_____
_____
_____

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, and_____

_____

do hereby mutually agree to cancel and do hereby cancel that certain contract entered into between them under date of_____, _____, relating to _____, located at _____, which cancellation shall be deemed effective as of _____, 20 _____.

Executed _____ day _____ , _____

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Customer	_____
_____ Authorized by (Signature)	_____ Authorized by (Signature)
_____ Print Name	_____ Print Name
_____ Title	_____ Title
_____ Date	_____ Date

Mailing Address

_____

_____

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Electric Sample Form No. 79-1002 Sheet 1
Customer Generation Departing Nonbypassable Charge

Please Refer to Attached
Sample Form

(Continued)

PACIFIC GAS AND ELECTRIC COMPANY
CUSTOMER GENERATION DEPARTING LOAD NONBYPASSABLE CHARGE STATEMENT FOR

Customer name: _____

Service address: _____

_____

PG&E Electric Service ID number(s): _____

The customer identified above (Customer) has load that qualifies as Customer Generation Departing Load as defined in Pacific Gas and Electric Company's (PG&E's) Schedule E-DCG. This Customer Generation Departing Load Nonbypassble Charge Statement contains: (1) Customer's reference period billing determinants (the "Reference Period Load Profile"); (2) Customer's applicable rate schedule and service voltage; (3) whether PG&E has confirmed or rejected (and reasons for doing so) any claim made by the Customer for an exemption from any nonbypassable charges; and (4) a summary of applicable nonbypassable charge payment obligations.

Date notice of departure received by PG&E, or in the case of no notice from Customer, date of departure: _____.

(1) Customer's reference period billing determinants:

Customer's reference period billing determinants are based upon one of the following two options as selected by Customer in its notice: (1) Customer's demand and energy usage over the 12 month period prior to Customer's submission of notice; or (2) Customer's average 12 month demand and energy usage, with such average to be as measured over the prior 36 months of usage. In the event that the previous 12-month usage differs from the 36-month average by an amount greater than 25 percent, the 36-month average is automatically used unless there is substantial evidence to demonstrate that the more recent usage is the result of a persisting change in Customer's electric usage, and that the 12-month average will be more indicative of Customer's future electric requirements. If Customer does not choose an option in its notice, PG&E will use the customer's demand and energy usage over the 12-month period prior to Customer's submission of notice, or in the case of no notice, prior to the date of departure. A third option available to Customer is to be charged based upon future metered usage.

☐ A. Historical usage over previous 12-month period (Note: This option is the default if Customer did not choose an option in its Notice of Departing Load letter).

☐ B. Historical usage over previous 36-month period.

☐ C. Metered usage.

(2) Applicable PG&E rate schedule and service voltage level: _____.

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(3) Where customer has claimed an exemption:

Exemption(s) asserted by Customer:

_____
_____
_____
_____

Check one:

❑ PG&E accepts and agrees with Customer's claimed exemption(s).

OR

❑ PG&E does not agree with Customer's claimed exemption(s).
The reason for the denial is: _____
_____
_____
_____
_____.

(4) Payment obligations related to applicable nonbypassable charges:

Nuclear Decommissioning Charge:	☐ **Yes**	☐ **No**
Competition Transition Charge:	☐ **Yes**	☐ **No**
Public Purpose Program Charge:	☐ **Yes**	☐ **No**
Trust Transfer Amount Charge:	☐ **Yes**	☐ **No**
Wildfire Fund Charge	☐ **Yes**	☐ **No**
DWR Power Charge	☐ **Yes**	☐ **No**
Regulatory Asset Charge	☐ **Yes**	☐ **No**

Signed: _____

Print Name: _____

PG&E Title: _____

Phone: _____

Dated: _____

Electric Sample Form No. 79-1003 Sheet 1
Statement of Applicant's Contract Anticipated Costs

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS*

Project Name: _____

Project Location: _____

Notification Number: _____

PM Number(s): (Gas) _____ **(Electric)** _____

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS	ELECTRIC
Residential Service Facilities:	**Residential Service Facilities**
Applicant: $_____	**Applicant:** $ _____
PG&E: $_____	**PG&E** $ _____
Number of gas services: _____ **stubs:** _____	**Number of electric services:** _____

- Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

* This form 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.

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Pacific Gas and Electric Company®

STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS*

GAS

Gas Distribution Facilities and Non-Residential Services

Applicant: $_____

PG&E: $_____

ELECTRIC

Electric Distribution Facilities and Non-Residential Services.

Applicant: $ _____

PG&E $ _____

GAS DISTRIBUTION TRENCH

Applicant: $_____

PG&E: $_____

- Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.
- Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

I declare under penalty of perjury that the foregoing is true and correct.

☐ **APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on _____ at _____, California.
(Date) (City)

By:

Print Applicant Name: _____

Signed: _____

Title: _____

Electric Sample Form No. 79-1004 Sheet 1

Distribution and Service Extension Agreement Exhibit A Cost Summary

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

REFERENCES
E-PM#:_____
G-PM#:_____
Notification #:_____
MLX#:_____
_____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

ELECTRIC DISTRIBUTION LINE AND SERVICE EXTENSION COST SUMMARY

Cost of Ownership charges as described in the rules and in the Unsupported Extension Cost section of the Provisions of this Agreement: _____

Total number of residential lots/units for this project: _____
Total number of non-residential lots/units for this project: _____

Calculations to determine excess residential service allowance to be applied to distribution line extension refundable amount on a per lot/unit basis:

Cost of Services: (5)

Engineering & Administrative Costs			$ _____	
Value of Applicant Design Work		(+)	$ _____	
Service Tie-In Cost (Energized) by PG&E		(+)	$ _____	
Electric Metering		(+)	$ _____	
Other Charges: _____		(+)	$ _____	
Inspection Fees		(+)	$ _____	(4)
Service Cost - PG&E installed	# Services _____	(+)	$ _____	
Service Cost - Applicant installed	# Services _____	(+)	$ _____	(5)
Total Cost of Service Subject to Allowance		(=)	$ _____	

Cost of Service Within Allowance:

Less Total Residential Service Allowance			
$_____ x _____ =	(−)	$ _____	(1)
Excess Service Cost	(=)	$ _____	
Service Cost Within Allowance (Total less Excess)	(=)	$ _____	
Average Cost per Lot or Unit Within Allowance			
$_____ / _____ =		$ _____	

Excess Service Allowance Applied to Distribution Line Extension Refundable

Amount per Lot or Unit:

$_____ x _____ = **
Allowance Ave. Cost / Unit

$ _____

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DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A – COST SUMMARY

Allowances

Residential:

$_____ x _____ =
Allowance Lots/Units $ _____

Plus ITCC @ _____% Residential Allowances (+) $ _____

SUB TOTAL Residential Allowances (=) $ _____

Non-Residential:

$_____ / _____ =
Net Annual Revenue Cost-of-Service Factor $ _____

Plus ITCC @ _____% Non-Residential Allowances (+) $ _____

SUB TOTAL Non-Residential Allowances (=) $ _____

Less Residential Service Allowances

(_____ x _____) + _____% =
Lots/Unit Avg. Cost/Unit ITCC (−) $ _____

Total Distribution Line Extension Allowance $ _____

Amount Subject to Refund

Engineering & Administrative Cost		$ _____	
Value of Applicant Design Work	(+)	$ _____	
Tie-In of Distribution Line Extension by PG&E	(+)	$ _____	
Electric Metering (Non-residential Projects)	(+)	$ _____	
Other Charges: _____	(+)	$ _____	
PG&E installed - Cost of Distribution Line and Non-Res Svcs	(+)	$ _____	
Applicant installed - Cost of Distribution Line and Non-Res Svcs	(+)	$ _____	(5)
Value of Distribution Substructures	(+)	$ _____	
Inspection Fees	(+)	$ _____	(4)
SUB TOTAL	(=)	$ _____	
Plus ITCC @ _____%	(+)	$ _____	
Total Refundable Amount	(=)	$ _____	
Less Total Allowances (not to exceed Total Refundable Amount)	(−)	$ _____	
Balance: Net Refundable Amount	(=)	$ _____	

10 Year Refundable Advance Option

Balance: Net Refundable Amount		$ _____	
Less Credit for Value of Applicant Design Work	(−)	$ _____	
Less Cost of Dist. Line Ext. & Non-Res Svcs. Installed by Applicant	(−)	$ _____	(5)
Less Value of Distribution Substructures by Applicant	(−)	$ _____	
Net 10 Year Refundable Advance Option Payment			(=) $ _____

Non-Refundable Discount Option

Balance: Net Refundable Amount		$ _____	
Less Discount: $-_____ x 50% (Balance, Discount Rate)	(−)	$ _____	
Less Credit for Value of Applicant Design Work	(−)	$ _____	
Less Cost of Dist. Line Ext. & Non-Res Svcs. Installed by Applicant	(−)	$ _____	
Less Value of Distribution Substructures by Applicant	(−)	$ _____	(5)
Net Non-Refundable Discount Option Payment			(=) $ _____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A – COST SUMMARY

Non-Refundable Payments

	(−)		
Rule 16 Non-Refundable Payments			
Excess Service Costs		$	
Service Costs Beyond Preferred Service Location	(+)	$	
Service Risers	(+)	$	
Value of Rule 16 Land Rights Costs	(+)	$	
Value of Service Trench, Conduits & Substructures in the Franchise Area or on 3rd Party Property	(+)	$	
Inspection Fees	(+)	$	
Rule 16 Trench Permits Obtained by PG&E	(+)	$	
Other Charges: _____	(+)	$	
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)	$	
SUB TOTAL	(=)	$	
Plus ITCC @ _____%	(+)	$	
Plus Non-Taxable Other Charges	(+)	$	
D. 04-05-055 Line Extension Costs, Residential	(+)	$	
D. 04-05-055 Line Extension Costs, Non-Residential	(+)	$	
Inspection Fees (not subject to ITCC)	(+)	$	
Plus Service Trench, Conduits, & Substructures installed by PG&E on Private Property	(+)	$	
Less Excess Service Facilities Installed by Applicant	(−)	$	
Less Service Costs Beyond Preferred Location by Applicant	(−)	$	
Less Service Riser Installed by Applicant	(−)	$	
Less Service Trench, Conduits, & Substructures in the Franchise Area & 3rd Party Property installed by Applicant	(−)	$	
Less Rule 16 Applicant Design Work Associated with Excess	(−)	$	
Total Rule 16 Non-Refundable Payment			(=) $

Rule 15 Non-Refundable Payments			
Inspection Fees		$	
Re-engineering / Composite Fees	(+)	$	
Cost of Additional Applicant Design Plan Checks	(+)	$	
Value of Distribution Conduits	(+)	$	
Distribution Risers Installed by PG&E	(+)	$	
Value of Distribution Trench	(+)	$	
PG&E Land Rights Costs	(+)	$	
Rule 15 Trench Permits Obtained by PG&E	(+)	$	
Other Charges: _____	(+)	$	
SUB TOTAL	(=)	$	
Plus ITCC @ _____%	(+)	$	
Less Distribution Conduits Installed by Applicant	(−)	$	
Less Distribution Trench Provided by Applicant	(−)	$	
Total Non-Refundable Electric Rule 15 Payment			(=) $

Relocation / Rearrangement of PG&E Facilities		
Value of Relocation/Rearrangement Facilities		$
Value of Relocation/Rearrangement Conduits & Substructures	(+)	$
Value of Relocation/Rearrangement Trench & Excavation	(+)	$
Engineering & Administrative Costs	(+)	$

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A – COST SUMMARY

Value of Relocation Applicant Design Work	(+)	$	
Cost of Additional Applicant Design Plan Checks	(+)	$	
Tie-In of Relocation/Rearrangement by PG&E	(+)	$	
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	$	
Relocation/Rearrangement Land Rights	(+)	$	
Relocation/Rearrangement Inspection Fees	(+)	$	
SUB TOTAL	(=)	$	
Plus ITCC @ _____%	(+)	$	
Plus Relocation/Rearrangement - Non Taxable	(+)	$	
Less Relocation/Rearrangement Facilities Installed by Applicant	(−)	$	
Less Conduits & Substructures Installed by Applicant	(−)	$	
Less Trench & Excavation Provided by Applicant	(−)	$	
Less Value of Relocation Applicant Design Work	(−)	$	
Less Relocation/Rearrangement Salvage	(−)	$	
Total Relocation/Rearrangement of PG&E Facilities Payment			(=) $

Total Payment for Electric Distribution Line and Service Extension

Cash Payment - 10-Year Refundable Advance Option			
Rule 15 Refundable Advance Payment		$	(3)
Rule 16 Non-Refundable Payment	(+)	$	
Rule 15 Non-Refundable Payment	(+)	$	
Relocation/Rearrangement of PG&E Facilities Payment	(+)	$	
Total			(=) $

-- OR --

Cash Payment - Non-Refundable Discount Option			
Rule 15 Non-Refundable Discount Option Payment		$	(3)
Rule 16 Non-Refundable Payment (Not Subject to Discount)	(+)	$	
Rule 15 Non-Refundable Payment (Not Subject to Discount)	(+)	$	
Relocation/Rearrangement of PG&E Facilities Payment	(+)	$	
Total			(=) $

Value of Electric Facility Reinforcements by PG&E: _____ based upon Applicant's estimated demand of: _____ kVa
(Reference: Payment Adjustments. Excess Facilities section of the Provisions)

(1) Total Service Allowance not to exceed the Cost of Service.

(2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.

(3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

(4) Inspection Fees (Only Refundable if Applicant's Cost is Used. Applicant's Cost + Inspection Cannot Exceed PG&E's Estimate).

(5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance.

**** PG&E USE ONLY**

Excess service allowance applied to distribution line extension refundable amount per lot/unit

_____	+	_____	=	_____
Allowance		% ITCC		Refund Per Residential Lot/Unit

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

GAS DISTRIBUTION MAIN AND SERVICE EXTENSION COST SUMMARY

Cost of Ownership charges as described in the rules and in the Unsupported Extension Cost section of the Provisions of this Agreement: _____

Total number of residential lots/units for this project: _____

Total number of non-residential lots/units for this project: _____

Calculations to determine excess residential service allowance to be applied to distribution main refundable amount on a lot/unit basis:

Cost of Services: (5)

Engineering & Administrative Costs			$ _____
Value of Applicant Design Work		(+)	$ _____
Service Tie-In Cost (pressurized) by PG&E		(+)	$ _____
Gas Metering & Regulations		(+)	$ _____
Other Charges: _____		(+)	$ _____
Inspection Fees		(+)	$ _____ (4)
Service Cost - PG&E installed	# Services _____	(+)	$ _____
Service Cost - Applicant installed	# Services _____	(+)	$ _____ (5)
Total Cost of Service Subject to Allowance		(=)	$ _____

Cost of Service Within Allowance:

Residential Service Allowance				_____
Water Heaters:	$ _____ x _____ units	(+)	$ _____	
Space Heaters	$ _____ x _____ units	(+)	$ _____	
Oven/Range	$ _____ x _____ units	(+)	$ _____	
Dryer Stub	$ _____ x _____ units	(+)	$ _____	
Total Residential Service Allowance		(=)	$ _____	(1)
Excess Service Cost (Total Cost less Allowances)		(=)	$ _____	
Service Cost Within Allowance (Total less Excess)		(=)	$ _____	
Average Cost per Lot or Unit Within Allowance				
$ _____ / _____ =			$ _____	

Excess Service Allowance Applied to Distribution Main Refundable Amount per Lot or Unit:

$ _____ x _____ = **

Allowance — Ave. Cost / Unit

$ _____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A – COST SUMMARY

Allowances

Residential

$ _____ x _____ = $ _____
Water Heater Allowance — Lots/Unit

$ _____ x _____ = $ _____
Space Heater Allowance — Lots/Unit

$ _____ x _____ = $ _____
Oven/Range Allowance — Lots/Unit

$ _____ x _____ = $ _____
Dryer Stub Allowance — Lots/Unit

SUB TOTAL Residential Allowances (=) $ _____
Plus ITCC @ _____% (+) $ _____
TOTAL Residential Allowances (=) $ _____

Non-Residential:

$_____ / _____ = $ _____
Net Annual Revenue — Cost-of-Service Factor

Plus ITCC @ _____% (+) $ _____
TOTAL Non-Residential Allowances (=) $ _____
Less Residential Service Allowances
(_____ x _____) + _____% = (−) $ _____
Lots/Unit — Avg. Cost/Unit — ITCC

Total Gas Distribution Main Extension Allowance (=) $ _____

Amount Subject to Refund

Engineering & Administrative Cost		$ _____	
Value of Applicant Design Work	(+)	$ _____	
Tie-In of Distribution by PG&E	(+)	$ _____	
Gas Metering & Regulations (Non-residential Projects)	(+)	$ _____	
Other Charges: _____	(+)	$ _____	
PG&E installed - Cost of Distribution Main and Non-Res Svcs	(+)	$ _____	
Applicant installed - Cost of Distribution Main and Non-Res Svcs	(+)	$ _____	(5)
PG&E installed - Cost of Distribution Main Trench	(+)	$ _____	
Applicant installed - Cost of Distribution Main Trench	(+)	$ _____	(5)
Inspection Fees	(+)	$ _____	(4)
SUB TOTAL	(=)	$ _____	
Plus ITCC @ _____%	(+)	$ _____	
Total Refundable Amount	(=)	$ _____	
Less Total Allowances (not to exceed Total Refundable Amount)	(−)	$ _____	
Balance: Net Refundable Amount		$	(=) $ _____

10 Year Refundable Advance Option

Balance: Net Refundable Amount		$ _____	
Less Credit for Value of Applicant Design Work	(−)	$ _____	
Less Cost of Dist. Main and Non-Res Svcs. Installed by Applicant	(−)	$ _____	(5)
Less Cost of Dist. Main and Non-Res Svc. Trench by Applicant	(−)	$ _____	(5)
Net 10 Year Refundable Advance Option Payment			(=) $ _____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A – COST SUMMARY

Non-Refundable Discount Option

Balance: Net Refundable Amount		$	
Less Discount: $-_____ (Balance) x _____50%_____ (Discount Rate)	(−)	$	
Less Credit for Value of Applicant Design Work	(−)	$	
Less Cost of Dist. Main and Non-Res Svcs. Installed by Applicant	(−)	$ (5)	
Less Cost of Dist. Main and Non-Res.Svc. Trench by Applicant	(−)	$ (5)	
Net Non-Refundable Discount Option Payment			(=) $

Non-Refundable Payments

	(−)		
Rule 16 Non-Refundable Payments			
Excess Service Costs		$	
Service Costs Beyond Preferred Service Location	(+)	$	
Value of Rule 16 Land Rights Costs	(+)	$	
Value of Gas Service Trench in the Franchise Area or on 3rd Party Property	(+)	$	
Inspection Fees	(+)	$	
Rule 16 Trench Permits Obtained by PG&E	(+)	$	
Other Charges: _____	(+)	$	
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)	$	
SUB TOTAL	(=)	$	
Plus ITCC @ _____%	(+)	$	
Plus Non-Taxable Other Charges	(+)	$	
D. 04-05-055 Line Extension Costs, Residential	(+)	$	
D. 04-05-055 Line Extension Costs, Non-Residential	(+)	$	
Inspection Fees (not subject to ITCC)	(+)	$	
Plus Gas Service Trench installed by PG&E on Private Property	(+)	$	
Less Excess Service Facilities Installed by Applicant	(−)	$	
Less Service Costs Beyond Preferred Location by Applicant	(−)	$	
Less Value of Gas Service Trench in the Franchise Area & 3rd Party Property installed by Applicant	(−)	$	
Less Rule 16 Applicant Design Work Associated with Excess	(−)	$	
Total Rule 16 Non-Refundable Payment			(=) $
Rule 15 Non-Refundable Payments			
Inspection Fees		$	
Re-engineering / Composite Fees	(+)	$	
Cost of Additional Applicant Design Plan Checks	(+)	$	
Value of Distribution Main Substructures	(+)	$	
PG&E Land Rights Costs	(+)	$	
Rule 15 Trench Permits Obtained by PG&E	(+)	$	
Other Charges: _____	(+)	$	
SUB TOTAL	(=)	$	
Plus ITCC @ _____%	(+)	$	
Less Distribution Main Substructures Installed by Applicant	(−)	$	
Total Non-Refundable Gas Rule 15 Payment			(=) $
Relocation / Rearrangement of PG&E Facilities			
Value of Relocation/Rearrangement System		$	
Value of Relocation/Rearrangement Substructures	(+)	$	
Value of Relocation/Rearrangement Trench & Excavation	(+)	$	

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A – COST SUMMARY

Engineering & Administrative Costs	(+)	$	
Value of Relocation Applicant Design Work	(+)	$	
Cost of Additional Applicant Design Plan Checks	(+)	$	
Tie-In of Relocation/Rearrangement by PG&E	(+)	$	
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	$	
Relocation/Rearrangement Land Rights	(+)	$	
Relocation/Rearrangement Inspection Fees	(+)	$	
SUB TOTAL	(=)	$	
Plus ITCC @ _____%	(+)	$	
Plus Relocation/Rearrangement Non Taxable	(+)	$	
Less Relocation/Rearrangement System Installed by Applicant	(−)	$	
Less Substructures Installed by Applicant	(−)	$	
Less Trench & Excavation Provided by Applicant	(−)	$	
Less Value of Relocation Applicant Design Work	(−)	$	
Total Relocation/Rearrangement of PG&E Facilities Payment			(=) $

Total Payment for Gas Distribution Main and Service Extension

Cash Payment - 10-Year Refundable Advance Option			
Rule 15 Refundable Advance Payment		$	(3)
Rule 16 Non-Refundable Payment	(+)	$	
Rule 15 Non-Refundable Payment	(+)	$	
Relocation/Rearrangement of PG&E Facilities Payment	(+)	$	
Total			(=) $

-- OR --

Cash Payment - Non-Refundable Discount Option			
Rule 15 Non-Refundable Discount Option Payment		$	(3)
Rule 16 Non-Refundable Payment (Not Subject to Discount)	(+)	$	
Rule 15 Non-Refundable Payment (Not Subject to Discount)	(+)	$	
Relocation/Rearrangement of PG&E Facilities Payment	(+)	$	
Total			(=) $

Value of Gas Facility Reinforcements by PG&E: _____ based upon Applicant's estimated gas load of: _____ Mcfh

(Reference: Payment Adjustments. Excess Facilities section of the Provisions)

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(1) Total Service Allowance not to exceed the Cost of Service

(2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.

(3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

(4) Inspection Fees (Only Refundable if Applicant's Cost is Used. Applicant's Cost + Inspection Cannot Exceed PG&E's Estimate)

(5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance

**** PG&E USE ONLY**

Excess service allowance applied to distribution main refundable amount per lot/unit

_____	+	_____	=	_____
Allowance		% ITCC		Refund Per Residential Lot/Unit

REFERENCES
E-PM#:_____
G-PM#:_____
Notification #:_____
MLX#:_____
_____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

THIRD PARTY TRENCH COSTS

Non-Refundable Payments

Telephone Trench & Excavation		$ _____	
Telephone Conduits & Substructures	(+)	$ _____	
CATV Trench	(+)	$ _____	
CATV Conduits & Substructures	(+)	$ _____	
Other Trench	(+)	$ _____	
Other Conduits & Substructures	(+)	$ _____	
Total Non-Refundable Payment			$ _____

Third Party Trench Cash Payment

Total Non-Refundable Payment	$ _____

Pacific Gas and Electric Company

REFERENCES
E-PM#:_____
G-PM#:_____
Notification #:_____
MLX#:_____
_____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

ELECTRIC RULE 20B

Non-Refundable Payments

Engineering & Administrative Costs		_____	
Value of Applicant Design Work	(+)	$ _____	
Cost of Additional Applicant Design Plan Checks	(+)	$ _____	
Value of 20B Underground System	(+)	$ _____	
Tie-In of 20B by PG&E	(+)	$ _____	
PG&E Land Rights Costs	(+)	$ _____	
Inspection Fees	(+)	$ _____	
Value of 20B Trench & Excavation	(+)	$ _____	
Value of 20B Conduits & Substructures	(+)	$ _____	
Rule 20B Trench Permits Obtained by PG&E	(+)	$ _____	
less Cost of Equivalent Overhead System	(−)	$ _____	
SUB TOTAL	(=)	$ _____	
plus ITCC @ _____%	(+)	$ _____	
less 20B Underground System Installed by Applicant	(−)	$ _____	
less 20B Trench & Excavation Provided by Applicant	(−)	$ _____	
less 20B Conduits & Substructures Installed by Applicant	(−)	$ _____	
less Value of Applicant Design Work	(−)	$ _____	
Total Rule 20B Non-Refundable Payment		(=)	$ _____ [1]

Electric Rule 20B Cash Payment

Total Rule 20B Non-Refundable Payment $ _____ [1]

[1] For Contractor Installed Projects (Option 2A), credit amounts will be reimbursed upon acceptance of facilities. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

Pacific Gas and Electric Company

REFERENCES
E-PM#:_____
G-PM#:_____
Notification #:_____
MLX#:_____
_____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

ELECTRIC RULE 20C

Non-Refundable Payments

Engineering & Administrative Costs		$	
Value of Applicant Design Work	(+)	$	
Cost of Additional Applicant Design Plan Checks	(+)	$	
Value of 20C Underground System	(+)	$	
Tie-In of 20C by PG&E	(+)	$	
PG&E Land Rights Costs	(+)	$	
Inspection Fees	(+)	$	
Value of 20C Trench & Excavation	(+)	$	
Value of 20C Conduits & Substructures	(+)	$	
Rule 20C Trench Permits Obtained by PG&E	(+)	$	
less Salvage & Depreciation for Overhead Facilities	(−)	$	
SUB TOTAL	(=)	$	
plus ITCC @ _____%	(+)	$	
plus Cost to Remove Overhead Line by PG&E	(+)	$	
less 20C Underground System Installed by Applicant	(−)	$	
less 20C Trench & Excavation Provided by Applicant	(−)	$	
less 20C Conduits & Substructures Installed by Applicant	(−)	$	
less Value of Applicant Design Work	(−)	$	
Total Rule 20C Non-Refundable Payment			(=) $ _____ [1]

Electric Rule 20C Cash Payment

Total Rule 20C Non-Refundable Payment $ _____ [1]

[1] For Contractor Installed Projects (Option 2A), credit amounts will be reimbursed upon acceptance of facilities. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

Pacific Gas and Electric Company

REFERENCES
E-PM#:_____
G-PM#:_____
Notification #:_____
MLX#:_____
_____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

STREETLIGHTS

LS-1 Non-Refundable Payments

Installed Cost of Non-Standard Luminaires		$	
Installed Cost of Standard Poles, Posts & Arms	(+)	$	(1)
Additional Cost of Non-Standard Poles, Posts & Arms	(+)	$	(1)
Installed Cost of Foundations/Protective Tubes	(+)	$	(1)
Excess Conductor	(+)	$	
Applicable Engineering & Administrative Costs	(+)	$	
Streetlight-Only Trench & Excavation	(+)	$	
Streetlight Conduit & Substructures	(+)	$	
Streetlight Risers Installed by PG&E	(+)	$	
Inspection Fees	(+)	$	
plus ITCC @ _____%	(+)	$	
SUB TOTAL	(=)	$	
less Credit for Facilities Installed by Applicant	(−)	$	
Total LS-1 Non-Refundable Payment			(=) $

LS-2 Non-Refundable Payments

Installed Cost of Streetlight System by PG&			
Streetlight Conduits & Substructures by PG&E	(+)	$	(2)
Streetlight Trench & Excavation by PG&E	(+)	$	(2)
Connection Fee	(+)	$	(2)
SUB TOTAL	(=)	$	
less Credit for Connections made by Applicant	(−)	$	
Total LS-2 Non-Refundable Payment			(=) $

Streetlight Cash Payment

Total Streetlight Non-Refundable Payment (=) $ (3)

(1) ITCC not applicable for LS-1C installations.
(2) ITCC not applicable for LS-2 installations.
(3) See Reimbursement Summary for a total of Reimbursements to be paid upon acceptance of facilities.

Pacific Gas and Electric Company

REFERENCES
E-PM#:_____
G-PM#:_____
Notification #:_____
MLX#:_____
_____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

SUMMARY OF PAYMENTS

The total cash payment you need to make depends upon your selection of the 10 Year Refundable Advance Option or the Non-Refundable Discount Option for your gas and/or electric extension under Rule 15. Since you may elect one option for the gas extension and a different option for the electric extension, several different cash payments are available. Each payment option is summarized below. These payments include all billing under this Agreement including payments subject to refund, and non-refundable payments. To determine what is refundable or non-refundable, or to see full detailed billing information, please see the attached cost summaries. Even if you have no payment due for your gas and/or electric extension (Rule 15), you must still elect the 10 Year Refundable or Non-Refundable Discount Option for each extension on the second page of the Declarations.

10 Year Refundable Advance Option - Gas & Electric (1)	$_____	(2)
-- OR --		
Non-Refundable Discount Option - Gas & Electric (1)	$_____	(3)
-- OR --		
10 Year Refundable Advance Option - Gas /(1) **Non-Refundable Discount Option – Electric**	$_____	(2)
-- OR --		
10 Year Refundable Advance Option - Electric /(1) **Non-Refundable Discount Option – Gas**	$_____	(2)

(1) Amount shown do not include reimbursements for facilities that are normally the responsibility of PG&E per our tariffs. See the Reimbursement Summary for a total of all Reimbursements to be paid upon acceptance of facilities.

(2) The payment amount shown on this line includes both refundable payments under Rule 15 for the gas and/or electric extension, plus other non-refundable payments. The total payment is not subject to refund. Please see the attached detailed Cost Summaries to determine the portion of this payment that may be subject to refund.

(3) The payment amount shown on this line includes only non-refundable payments under Rule 15 for the gas and/or electric extension, plus other non-refundable payments. None of the payments shown is subject to refund.

Pacific Gas and Electric Company

REFERENCES
E-PM#:_____
G-PM#:_____
Notification #:_____
MLX#:_____
_____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

REIMBURSEMENT SUMMARY

Reimbursements are provided for facilities that are installed by the Applicant which are normally the responsibility of PG&E per our tariffs. Reimbursements will be made after the facilities are accepted by PG&E, operational and ready to supply service. Reimbursable payments made for services will be reimbursed at the average rate shown as each service is connected. All reimbursements will be based upon PG&E's estimated costs.

Electric Rule 15

10 Year Refundable Advance Credit Amount		$ _____ (1)	
		-- OR --	
Non-Refundable Discount Option Credit Amount		$ _____ (1)	
Joint Pole Credits	(+)	$ _____	
PG&E Betterments	(+)	$ _____	
SUB TOTAL: w/ 10 Year Refundable Advance Credit Amount			(=) $ _____
			-- OR --
w/ Non-Refundable Discount Credit Amount			(=) $ _____

Electric Rule 16

Joint Pole Credits		$ _____	
Applicant Design Work within the Allowance	(+)	$ _____	
SUB TOTAL			(=) $ _____

Reimbursement per Service Completion - Electric

Energized System	$ _____	/service (2)
	-- OR --	
Non-Energized System	$ _____	/service (2)

Electric Rule 20B

Joint Pole Credits		$ _____	
Rule 20B Payment Credit	(+)	$ _____	
SUB TOTAL			(=) $ _____

Electric Rule 20C

Joint Pole Credits		$ _____	
Rule 20C Payment Credit	(+)	$ _____	
SUB TOTAL			(=) $ _____

Streetlights

LS-1

Standard Luminaires		$	
Standard Poles & Arms	(+)	$	
Protective Tubes	(+)	$	
Internal Wiring	(+)	$	
Overhead Conductor	(+)	$	
Underground Conductor	(+)	$	
Connections	(+)	$	

LS-2

Connections	(+)	$	
SUB TOTAL			(=) $

Gas Rule 15

10 Year Refundable Advance Credit Amount		$	
-- OR --			
Non-Refundable Discount Option Credit Amount		$	
PG&E Betterments	(+)	$	
SUB TOTAL: w/ 10 Year Refundable Advance Credit Amount			(=) $
-- OR --			
w/ Non-Refundable Discount Credit Amount			(=) $

Gas Rule 16

Stubs Services		$	
Applicant Design Work within the Allowance		$	
SUB TOTAL			(=) $

Reimbursement per Service Completion - Gas

Pressurized System	$	/service [2]
-- OR --		
Non-Pressurized System	$	/service [2]

Total Reimbursement

10 Year Refundable Advance Option - Gas & Electric	$	[3]
-- OR --		
Non-Refundable Discount Option - Gas & Electric	$	[3]
-- OR --		
10 Year Refundable Advance Option - Gas / Non-Refundable Discount Option - Electric	$	[3]
-- OR --		
10 Year Refundable Advance Option - Electric / Non-Refundable Discount Option - Gas	$	[3]

[1] 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.

[2] This Reimbursement will be paid on a per service basis as each service is completed.

[3] Excludes service completion reimbursements made under Rule 16. Service completion reimbursements will be made as each service is connected on a per service basis.

Electric Sample Form No. 79-1006 Sheet 1
Transferred Municipal Departing Load Nonbypassable Charge Statement

Please Refer to Attached
Sample Form

TRANSFERRED MUNICIPAL DEPARTING LOAD NONBYPASSABLE CHARGE STATEMENT

Customer Name: _____

Service Address: _____

_____

PG&E Electric Service ID number(s): _____

The customer identified above (Customer) has load that qualifies as Transferred Municipal Departing Load as defined in Pacific Gas and Electric Company's (PG&E's) Schedule E-TMDL. This Transferred Municipal Departing Load Nonbypassable Charge Statement contains: (1) Customer's reference period billing determinants (the "Reference Period Load Profile" or metered consumption data); (2) Customer's applicable rate schedule and service voltage; (3) a summary of applicable nonbypassable charge payment obligations.

Date notice received by PG&E, or in the case of no notice from Customer, date of departure: _____.

(1) Consumer's Billing Determinants:

The customer's Reference Period Load Profile will be based upon the lower of the following two options: (1) the customer's demand and energy usage over the 12 month period prior to the customer's submission of notice that it will depart or reduce its load; or (2) the customer's average 12 month demand and energy usage, with such average to be as measured over the prior 36 months of usage.

Customer's Reference Period Load Profile

☐ A. Customer's demand and energy usage over the 12 month period prior to the customer's submission of notice that it will depart or reduce its load

☐ B. Customer's average 12 month demand and energy usage, with such average to be measured over the prior 36 months of usage prior to the customer's submission of notice that it will depart or reduce its load

Substitution of Metered data

☐ C. Customer has chosen to provide metered consumption data on a prospective basis

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

(2) Applicable PG&E electric rate schedule and service voltage level: _____

(3) Payment obligations related to applicable nonbypassable charges:

Nuclear Decommissioning Charge (ND):	☐	**Yes**	☐	**No**
Trust Transfer Amount Charge (TTA):	☐	**Yes**	☐	**No**
Cost Responsibility Surcharge:				
Regulatory Asset Charge (RA):	☐	**Yes**	☐	**No**
Energy Cost Recovery Amount (ECRA):	☐	**Yes**	☐	**No**
Competition Transition Charge (CTC):	☐	**Yes**	☐	**No**
Wildfire Fund Charge:	☐	**Yes**	☐	**No**
DWR Power Charge:	☐	**Yes**	☐	**No**
Power Charge Indifference Adjustment	☐	**Yes**	☐	**No**

This form 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

Signed: _____

Print Name: _____

PG&E Title: _____

Phone: _____

Dated: _____

Electric Sample Form No. 79-1007 Sheet 1

Request to Install or Energize Street Light Schedules: LS-1, LS-2 and OL-1.
Energy Billing Information for Initial and Subsequent Installations.

Please Refer to Attached
Sample Form

REQUEST TO INSTALL or ENERGIZE STREET LIGHT SCHEDULES: LS-1, LS-2 and OL-1. ENERGY BILLING INFORMATION FOR INITIAL AND SUBSEQUENT INSTALLATIONS.*

Customer: _____

The undersigned request the following **LS2** lamps be **ENERGIZED** (map and locations attached)_____. **Or LS-1, OL-1 Installed New_____,**
Cobra Head style: Flat lens ____, Tear Drop_____. Post-Top Style: *Colonial*____, *Acorn*____, *Other*____ Lighting pattern*: TypeIII*____*, TypeV*____
Customer Account No. _____, Other unique Customer identification (Caltrans CTID, etc.)_____
Customer warrants LS-2 facilities have been inspected and authorizes PG&E to energize facilities. Initial _____

RATE/CLASS	LAMP TYPE	QUANTITY	LUMENS & WATTS	VOLTS	BURNING TIME HRS AN = 11hrs	LAMP / POLE NUMBER	SERVICE POINT # PG&E assigned	DATE ENERGIZED/ INSTALL
LS2 class A	**HPSV**	**24**	**9500/100**	**120/240**	**12**	**1234-1258**		**mo./day/yr.**

Billing begins on date PG&E energizes facilities or the date customer energizes facilities on customer owned circuits.
Make additional copies of this sheet as necessary.
Form meets notification requirements of Electric Rules 3 and 11.
Attach one signed copy to the top of multiple sheets. Number each sheet. SHEET _____ of _____ SHEETS

Dated this _____ day of _____, _____.

Print Name _____, Signature_____

* This form 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Automated Document, Preliminary Statement Part A

Electric Sample Form No. 79-1008 Sheet 1
Request to De-energize or Remove Street Light Schedules: LS-1, LS-2 and OL-1
Energy Billing Information

Please Refer to Attached
Sample Form

REQUEST TO DE-ENERGIZE or REMOVE STREET LIGHT SCHEDULES: LS-1, LS-2 and OL-1 ENERGY BILLING INFORMATION*

Customer: _____

Request the following LS2 lamps be **REMOVED**____, or **DE – ENERGIZED** (map and locations attached)_____, complete columns A,G H,and I, or PG&E LS1___, or OL1___ be **Removed**_____, or **De-energize**_____, complete columns A, G, H, and I.

MNIMUM charges apply to De-Energized Lamps remaining in the field.

Customer Account No. _____, Other unique Customer identification, (Caltrans CTID, etc.), _____

A	B	C	D	E	F	G	H	I
RATE/CLASS	**LAMP TYPE**	**NUMBER**	**LUMENS& WATTAGE**	**VOLTS**	**BURNING TIME HRS**	**LAMP / POLE NUMBER**	**SERVICE POINT #** PG&E assigned	**DATE REQUESTED REMOVE/ DE ENERGIZE**
Examp:LS1 class A	**HPSV**	**24**	**9500/100**	**120**	**12**	**1234-1258**		**mo/day/yr.**

Billing ends on date PG&E De-energizes facilities, or the date customer De-energizes facilities on customer owned circuits as reported.

Make additional copies of sheets as necessary.

Form meets notification requirements of Electric Rules 3 and 11.

Attach one signed copy to the top of multiple sheets. Number each sheet. SHEET _____ of _____ SHEETS

Dated this _____ day of _____, _____.

Print Name _____, Signature _____

* This form 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

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Automated document, Preliminary statement, Part A.

Electric Sample Form No. 79-1010 Sheet 1
Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities

Please Refer to Attached
Sample Form

DISTRIBUTION:

☐ XXXX
☐ XXXX
☐ XXXX
☐ XXXX
☐ _____

REFERENCE:

_____
_____
_____
_____
_____

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

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

1. SCOPE AND PURPOSE

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

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

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

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

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

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

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

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

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

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

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

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

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

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

4. CUSTOMER BILLING AND PAYMENT OPTIONS

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

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 18, below, which shall be no later than December 31, 2013. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

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

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Fuel Cell Customer-

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

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

(d) The end of the operating life of the eligible fuel cell electrical generating facility.

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

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

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

(c) Fuel Cell Customer-Generator fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to December 31, 2021; or,

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

(e) Fuel Cell Customer-Generators facility ceases to meet all applicable safety and performance standards set out in Section 6.

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

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

6. GENERATING FACILITY REQUIREMENTS:

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

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

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

6.3 Fuel Cell Customer-Generator shall not commence parallel operation of the Facility until PG&E has provided written approval to the Fuel Cell Customer-Generator to do so. No such approval shall be provided until at least ten (10) working days following the utility's receipt of the inspection clearance of the governmental authority having jurisdiction. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the initial testing of Fuel Cell Customer-Generator's protective apparatus. Fuel Cell Customer-Generator shall notify the utility five (5) working days prior to the initial testing.

6.4 The Fuel Cell Customer-Generator warrants that they are the recipient of local, state, or federal funds; or they self-finance pilot projects designed to encourage the development of eligible Fuel Cell electrical generating facilities.

6.5 The Fuel Cell Customer-Generator warrants that pursuant to section 2827.10 (a)(2), of the California Public Utilities Code, it meets the definition of an "Eligible fuel cell electrical generating facility" and its facility includes the following:

(a) Integrated power plant systems containing a stack, tubular array, or other functionally similar configuration used to electrochemically convert fuel to electric energy.

(b) An inverter and fuel processing system where necessary.

(c) Other plant equipment, including heat recovery equipment, necessary to support the plant's operation or its energy conversion.

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

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

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

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

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

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

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

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

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

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

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

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

7. INTERCONNECTION FACILITIES

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

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

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

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its 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

[1] A complete application consists all of the following without deficiencies:
1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

of any kind whatsoever.

9. INSURANCE

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

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

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

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

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

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

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

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

9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

9.5 Fuel Cell Customer-Generator agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

9.6 If Fuel Cell Customer-Generator is self-insured with an established record of self-insurance, Fuel Cell Customer-Generator may comply with the following in lieu of Section 9.2:

(a) Fuel Cell Customer-Generator shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.

(b) If Fuel Cell Customer-Generator ceases to self-insure to the level required hereunder, or if Fuel Cell Customer-Generator is unable to provide continuing evidence of Fuel Cell Customer-Generator's ability to self-insure, Fuel Cell Customer-Generator agrees to immediately obtain the coverage required under Section 9.1.

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

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

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

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

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

11. NOTICES

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

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

If to Fuel Cell Customer-Generator:

Fuel Cell Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX: (_____) _____

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

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

12. REVIEW OF RECORDS AND DATA

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

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

13. ASSIGNMENT

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

14. NON-WAIVER

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

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

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

15.2 This Agreement shall, at all times, be subject to such changes or modifications by the

Commission as it may from time to time direct in the exercise of its jurisdiction.

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

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

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

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

18. SIGNATURES

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

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

	PACIFIC GAS AND ELECTRIC COMPANY
Fuel Cell Customer Generator's Name	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

APPENDIX A

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

APPENDIX B

(If Applicable)

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

APPENDIX C

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

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

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

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

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

Fuel Cell Customer-Generator's Initials _____

APPENDIX D

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

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

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

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

Specifically, I will be responsible for the following:

1. Payment of all interconnection costs, including fees, studies, system upgrades, and any other pertinent interconnection costs.

2. Payment of the following nonbypassable charges on all departed load served by the fuel cell installed at my premises including but not limited to,

    a. Public Purpose Program Charges;

    b. Nuclear Decommissioning;

    c. Department of Water Resources Bond Charges; and

    d. Competition Transition Charge;

    e. Other charges that the CPUC determines are to be charged on departed load and for which there is no exception for fuel cells pursuant to Schedule E-DCG.

3. I understand that I may be required to take service on standby tariff pursuant to Schedule S or 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 No. 79-1011 Sheet 1
Notice to Return to PG&E Bundled Service

Please Refer to Attached
Sample Form

NOTICE TO RETURN TO PG&E BUNDLED SERVICE

(Customer: Please Retain a Copy for Your Records)

This form serves as my formal notice to return my electricity account(s) currently on Direct Access (DA) Service[1] or Community Choice Aggregation (CCA) Service[2] to Pacific Gas and Electric Company's (PG&E's) Bundled Portfolio Service.

With PG&E's Bundled Portfolio Service, PG&E provides your electric supply and provides other utility services such as the transmission and distribution of electricity, meter reading, billing, and maintenance and outage response services. With DA or CCA Service, your electricity is provided by a third-party energy supplier (other than PG&E), while PG&E continues to provide the other utility services mentioned above.

I. Please choose one of the following two options:

☐ **Bundled Portfolio Service – Six-Month Advance Notice Return** – Return the accounts listed in Section III to Bundled Portfolio Service under the "Six-Month Advance Notice Return" option. Under this option, the accounts remain on DA or CCA Service for the next six months. Each account will be switched to PG&E Bundled Portfolio Service and will be billed on the standard Bundled Portfolio Service rate applicable to the account(s) as of the account(s)' first meter read date after the six-month advance notice period. The accounts will then need to stay on Bundled Portfolio Service for a minimum of eighteen (18) months for returning DA customers as set forth in Electric Rule 22.1.B.1. (DA Service), or one (1) year for returning CCA Service customers as set forth in Electric Rule 23.L.3 (CCA Service).

☐ **Bundled Portfolio Service – Immediate Return** – Return the accounts listed in Section III to PG&E service immediately. Under this option, the account will be placed on PG&E's "Transitional Bundled Commodity Cost" Rate Schedule as of the account(s)' next meter read date. The accounts will stay on this rate for six months, as set forth in Electric Rule 22.1.B.1. or Electric Rule 23.L.3. PG&E will transfer the listed accounts to Bundled Portfolio Service beginning on the account(s)' next meter read date after the six-month period. The accounts will then need to stay on Bundled Portfolio Service for a minimum of eighteen (18) months for returning DA customers as set forth in Electric Rule 22.1.B.1. (DA Service), or six-(6) additional months, for a total minimum stay of one (1) year, for returning CCA Service customers as set forth in Electric Rule 23.L.3 (CCA Service). Customers on Bundled Portfolio Service pay the Bundled Portfolio Service rate applicable to their accounts.

II. Important Provisions

- Once your Notice has been received by PG&E, you have the right to rescind (cancel) your requested action within three business days by contacting PG&E using any of the options referenced in Section V below.
- Once the three-business day rescission period has passed, your requested action cannot be changed.

[1] PG&E's Electric Rule 22.1 (Direct Access Service Switching Exemption Rules) includes the terms and conditions applicable to transferring to BPS from DA Service.
[2] PG&E's Electric Rule 23 (Community Choice Aggregation Service) includes the terms and conditions applicable to transferring to BPS from CCA Service. This notice form is only applicable when a Community Choice Aggregator has elected to use PG&E's opt-out process. Please check with your Community Choice Aggregator for more information.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

II. Important Provisions (cont.)

- You will have a minimum commitment period to PG&E Bundled Portfolio Service, as described in Section I above, during which switching back to DA or CCA service is not permitted.
- CCA customers are billed a one-time processing fee per account by PG&E.
- This form 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

III. Accounts (Service ID Numbers) Included In This Notice

(If you don't know your Service ID Number(s) for electric service, please provide the Account Name and Service Address. Please list additional Service ID Numbers or account information on a separate sheet and attach it to this form.)

1. Service ID Number or Account Name and Service Address: _____

2. Service ID Number or Account Name and Service Address: _____

IV. Customer Signature:

On Behalf Of: _____
(Customer Name)

By: _____
(Authorized Signature)

_____
(Type or Print Name)

_____
(Title)

_____ (Date Signed)

_____ (Daytime Telephone Number)

_____ (E-Mail Address)

V. PG&E Reply Information:

This Notice to Return to PG&E Bundled Service Form can be returned to PG&E by e-mail, United States Postal Service or fax.

E-Mail Address:	Mailing Address:	Fax:
DANOI@pge.com	Pacific Gas and Electric Company Attention: DAASU P.O. Box 8329 Stockton, CA 95208	Pacific Gas and Electric Company Attention: DAASU (209) 476-7698

ELECTRIC SAMPLE FORM NO. 79-1013
NEW MUNICIPAL DEPARTING LOAD
NONBYPASSABLE CHARGE STATEMENT

Please Refer to Attached
Sample Form

NEW MUNICIPAL DEPARTING LOAD NONBYPASSABLE CHARGE STATEMENT

Consumer Name: _____

Service Address: _____

_____

PG&E Account ID number: _____

PG&E Departing Load Service Agreement number: _____

The consumer identified above (Consumer) has load that qualifies as New Municipal Departing Load as defined in Pacific Gas and Electric Company's (PG&E's) Rate Schedule E-NMDL. This New Municipal Departing Load Charge Statement confirms: (1) Consumer's billing determinants; (2) Consumer's otherwise applicable electric rate schedule; (3) nonbypassable charges which the Consumer is exempt from paying; and (4) nonbypassable charges which the Consumer is obligated to pay.

Date notice received by PG&E, or in the case of no notice from Consumer, date Consumer began taking gas service from PG&E but not electric service: _____.

(1) Consumer's Billing Determinants:

Consumer has indicated to PG&E that its billing determinants **going forward** shall be based on the option shown below. If the Consumer did not indicate a preference, option A was selected on the Consumer's behalf.

A. PG&E's estimate of consumer's New Municipal Departing Load based on data for similar PG&E customers.

B. Last 12 months usage history as recorded by the POU serving the Consumer

C. Future metered usage, subject to the metering provisions described in Section 4.a. of PG&E's Schedule E-NMDL.

Consumer has also indicated to PG&E that its **retroactive** billing determinants shall be based on the option shown below. If the Consumer did not indicate a preference, option A was selected on the Consumer's behalf.

A. PG&E's estimate of Consumer's New Municipal Departing Load based on data for similar PG&E customers.

B. Usage history from the date electric service began with the POU serving the Consumer.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

(2) Consumer's otherwise applicable electric rate schedule: _____

(3) Consumer is exempt from paying the following nonbypassable charges:

_____
_____
_____
_____

(4) Consumer is obligated to pay the following nonbypassable charges:

_____
_____
_____
_____

This form 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.

_____
Signature

_____
Print Name

_____
PG&E Title

_____
Phone

_____
Date

Electric Sample Form No. 79-1014 Sheet 1
Direct Access Customer Relocation Declaration

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

DIRECT ACCESS CUSTOMER RELOCATION DECLARATION*

A. Electric Service Provider (ESP) Declaration

I, _____, state as follows:

1. I am an authorized representative of _____ (Name of ESP) ("ESP") authorized to make this declaration. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.

2. Pursuant to a valid agreement (Agreement) by and between _____ (Name of ESP) and _____ (Name of Customer) ("Customer"), ESP provides electric power service to Customer at the Current Location, as specified below.

3. As stated herein, Customer requests to transfer its direct access (DA) service provided by PG&E and electric power service provided by ESP at the Current Location, to the New Location, as specified in this document. This relocation is requested in the normal course of business.

4. Under the provisions of the Agreement, the Customer has the right to receive electric power service from ESP for electric service loads located at the New Location.

5. All conditions of the Agreement necessary for a transfer of electric service from Current Location to New Location have been satisfied, including any necessary approvals by ESP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, _____ at

_____ , _____
(City) (State)

Signature: _____
Authorized Representative of ESP

: _____

Title: _____

Date: _____

* This form 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

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

B. Customer Declaration

I, _____, state as follows:

1. I am an authorized representative of _____ ("Customer") and I am authorized to make this declaration.

2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.

3. Customer has entered into an agreement for direct access service (Agreement) with the ESP as identified above.

4. Customer requests to transfer its DA service provided by PG&E and its electric power service provided by ESP from Current Location to New Location, as noted on Attachment 1. This relocation is requested in the normal course of business.

   Please check one:

   _____ A. "Current Location" means one existing customer Premises[1] where the electric load of one service account (which may consist of one or more electric meters) is currently being served under DA. "New Location" means the same or different Premises from the Current Location which has been newly acquired or constructed by customer, at which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may only consist of one service account.

   _____ B. "Current Location" means one existing customer Premises where the electric load of one or more service accounts are currently being served under DA. "New Location" means the same or different Premises from the Current Location which has been newly acquired or constructed by customer, at which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may consist of one or more service accounts at a single Premises.

   _____ C. "Current Location" means one or more existing customer Premises where the electric load of one or more service accounts is currently being served under DA. "New Location" means the same or different Premises from the Current Location to which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may consist of one or more service accounts at a single or multiple Premises. Customer warrants that the total DA load of all active accounts at New Location after the relocation has been completed is limited to loads the same as, or substantially the same as, the loads represented by the Current Location. .

[1] Premises is defined in PG&E's electric Rule 1

_____ D. "Current Location" means one or more existing customer Premises where the electric load of one or more service accounts is currently being served under DA. "New Location" means a different Premises than the Current Location to which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may only consist of one service account at which the customer has been receiving bundled service. The New Location shall not be eligible for DA service until all electric service accounts billing under the same customer of record at the Current Location have been terminated or returned to bundled service. Customer must submit this request to PG&E no later than one hundred twenty (120) days from the date all the service accounts at the Current Location have been terminated or returned to bundled service. If the service account at the current location is being returned to bundled service, Customer warrants that the remaining load at the current location has been reduced consistent with the relocation of all or part of its business or operations from the Current Location to a New Location.

5. Customer understands that a New Location cannot include bundled service accounts that have been in the customer's name for more than one hundred twenty (120) days. This section is not applicable if Section 4.D. above is selected.

6. Customer warrants its total DA load as a result of the relocation does not exceed the load limitations provided in the Agreement.

7. Customer agrees to maintain, and make available to the California Public Utilities Commission (CPUC) upon request, all records associated with its electricity service and consumption at Current Location and New Location, including, but not limited to, the applicable meter and account numbers, and the associated direct access load.

8. Customer agrees to (Check One):

_____ Close its service account(s) at Current Location on _____ [Expected date].

_____ Return its service account(s) at Current Location(s) to bundled service on _____ [Expected date].

_____ Split the load on the service account(s) at Current Location as follows. (this section is only applicable if section 4.C above is selected). Identify service account(s) by PG&E Service Agreement Number in the space below.):

_____

_____

_____

9. Customer understands that this declaration must be submitted within one hundred twenty (120) days of closing its service account at the Current Location or moving part of its business or operations from the Current Location to a New Location.

10. Customer understands that a DASR must be submitted within sixty (60) days of either a) this relocation declaration's acceptance by PG&E or b) establishment of electric service at the New Location, whichever is later, for this relocation to be valid.

11. Customer understands that continuous direct access status pursuant to Ordering Paragraph 4 of CPUC Decision 02-11-022 (exemption from paying the DWR Bond Charge, as replaced by the successor Wildfire Fund Charge in Decision 19-10-056, and PCIA portions of the DA Cost Responsibility Surcharge) will transfer to a relocation account only if each service account at the Current Location(s) being combined for the relocation service account qualifies as continuous direct access. If the customer elects to combine a number of service accounts that do not qualify as continuous direct access, then the relocation service account will not qualify as continuous direct access.

12. Customer understands that the Current Location and New Location must be under the same ownership... For purposes of this requirement, "ownership" means holding a fee interest or leasehold interest in the real property that constitutes the Premises. In order to be considered under the same ownership, the Current Location and the New Location must meet one of the following criteria: (1) the locations are owned by the same company; (2) the locations are owned by companies that are wholly owned or controlled by the same parent company; or (3) one location is owned by a company that is wholly owned or controlled by the owner of the other location. For purposes of this section, "control" means owning 51% or more of the company. If a Customer is assigning DA eligibility and transferring its DA service between corporate entities with different Federal Taxpayer Identification Numbers, the Customer must complete the Affidavit in Attachment 2 and submit it with this request

13. Notwithstanding the requirements set forth in Section 12, a Customer may assign DA eligibility and transfer its DA service between campuses of the same public university system, community college district, or public school district. In cases where the campuses have different Federal Taxpayer Identification Numbers, the Customer must complete the Affidavit in Attachment 2 and submit it with this request.

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed this _____ day of _____ , _____ at _____ , _____ [City, State]

Signature: _____
Authorized Representative of New Customer

Print Name: _____

Title: _____

Date: _____

DIRECT ACCESS CUSTOMER RELOCATION DECLARATION — ATTACHMENT 1 —

Name On Account: _____

Current Location Information (Service Account(s) listed by PG&E Service Agreement Number):

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

New Location Information (Service Account(s) listed by PG&E Service Agreement Number):

(The direct access service will occur at the New Location and, if only part of its business or operations is relocated, the Current Location may also continue to receive direct access service)

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

(For more service accounts, please list the additional service accounts on a separate sheet and attach it to this form.)

Upon receipt by PG&E of the customer relocation declaration, PG&E shall review the information and notify ESP within five (5) business days either that (a) the relocation declaration has been accepted; or (b) PG&E has reasonable cause not to process the customer relocation declaration. Upon receiving notification of the relocation declaration's acceptance under subsection (a) above, ESP must submit a DASR to PG&E within sixty (60) days of either a) this relocation declaration's acceptance by PG&E or b) establishment of electric service at the New Location, whichever is later. Upon receiving denial notification from PG&E under subsection (b) above, PG&E and ESP shall confer as soon as possible to determine what additional information is required in order for the relocation declaration to be accepted. This document may be executed in counterparts and submitted by email or fax, however PG&E reserves the right to request the original signature documents if needed.

DIRECT ACCESS CUSTOMER RELOCATION DECLARATION — ATTACHMENT 2 —

CUSTOMER AFFIDAVIT

(To be completed each time a Direct Access Customer Relocation Declaration includes New Location(s) of wholly-owned or controlled subsidiaries of Customer, or campuses of the same public university system, community college district or public school district, with different Federal Taxpayer Identification Numbers.)

I, _____, state as follows:

1. I am an authorized representative of _____ ("Customer") and I am authorized to make this declaration.

2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.

3. Customer attests that the following entities are wholly-owned or controlled subsidiaries of Customer, or campuses of the same public university system, community college district or public school district, and have different Federal Taxpayer Identification Numbers (FTIN), but should be treated as a single entity for the purpose of transferring eligibility for Direct Access (DA) service and electric power service from its Current Location to a New Location in the normal course of business.

Legal Name Of Business	FTIN	Acquisition Date
1.		
2.		
3.		
4.		
5.		

(Please list the additional wholly-owned or controlled subsidiaries or school campuses on a separate sheet and attach it to this form.)

4. Customer understands that PG&E reserves the right to review the information being provided and may request additional documentation from Customer. If PG&E determines that the listed entities are not all wholly-owned or controlled by Customer, or campuses of the same public university system, community college district or public school district, at the time of the relocation request, PG&E may not process the customer relocation declaration or may rescind the assignment of DA eligibility and the associated relocation(s).

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed this _____ day of _____, _____ at _____ , _____ [City, State]

Signature: _____
Authorized Representative of New Customer

Print Name: _____

Title: _____

Date: _____

Electric Sample Form No. 79-1024
Dual Supply Customer Authorizing Agreement

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

- ☐ **Customer**
- ☐ **Division(s)**
- ☐ **Electric Transmission Rate**
- ☐ **Electric Supply**

REFERENCE:
(See Exhibit B)

DUAL SUPPLY CUSTOMER AUTHORIZING AGREEMENT

This Dual Supply Customer Authorizing Agreement ("Customer Agreement") is entered into by and between Pacific Gas and Electric Company, a corporation organized and existing under the laws of the state of California ("PG&E"), and _____

_____ ("the Customer"). PG&E and the Customer are each sometimes referred to collectively as "the Parties." Capitalized terms used but not otherwise defined in this Customer Agreement shall have the meanings defined in the Enabling Agreement (defined below), a copy of which is attached to this Customer Agreement as Exhibit A.

RECITALS

WHEREAS, PG&E and the United States of America, acting by and through the Administrator, Western Area Power Administration, Department of Energy ("Western") have entered into the Dual-Supply Customer Enabling Agreement for New Base Resource Allottees ("Enabling Agreement") to provide for the delivery of Western Base Resource and the supply of PG&E bundled retail service to Dual-Supply Customers such as the Customer; and

WHEREAS, by entering into this Customer Agreement, the Customer verifies that it has executed one or more contracts with Western for the purchase of Base Resource to meet some of the Customer's electric power requirements; and

WHEREAS, the Customer qualifies for the services provided by this Customer Agreement under the Enabling Agreement and desires to receive power from both Western and PG&E.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Term.

   1.1. This Customer Agreement will become effective on the later of: (a) the effective date of the Service Agreement between PG&E and Western under the PG&E Wholesale Distribution Tariff, dated October 21, 2004 ("Western WDT SA), or (b) the date the Customer and PG&E execute this Customer Agreement.

   1.2. This Customer Agreement will terminate on the earliest of: (a) the date agreed upon by the Parties in writing; (b) 30 days from receipt of written notice from the Customer requesting termination, which notice must include the designation of the full requirements supplier the Customer will use upon termination of this Customer Agreement; (c) 30 days from receipt of written notice from the Customer that it is eligible for retail Direct Access or similar retail service and acknowledgement that such Customer is switching to such service; or (d) the termination of the Enabling Agreement without a successor agreement.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

2. Power Supply.

   2.1. PG&E agrees to sell and deliver to the Customer, and the Customer agrees to purchase from PG&E the hourly amount of electric power equal to the difference between (a) the amount of electric power delivered by PG&E for the use of the Customer at its Point(s) of Delivery (stated in Exhibit B, attached) minus (b) the amount of Base Resource scheduled for the use of the Customer.

   2.2. "Point(s) of Delivery" shall mean the Customer's point or points of delivery for Base Resource which satisfy the requirements of the Western WDT SA at Section 10 or are exceptions pursuant to Section 6 of the Enabling Agreement. A list of the Customer's Point(s) of Delivery is attached as Exhibit B to this Customer Agreement.

3. CPUC Tariffs Applicable. The Customer agrees to pay PG&E monthly for all power supplied by PG&E under the applicable PG&E tariff or rate schedule filed with the California Public Utilities Commission ("CPUC").

4. Departing Load Charges. The Customer agrees to abide by all determinations of the CPUC or other competent tribunal with respect to the Customer's responsibility, if any, for departing load charges, cost responsibility surcharges, or other forms of stranded costs attributable to service under Base Resource contracts with Western. The Customer agrees that following such a determination that it is liable for such charges, it will pay all such charges until such time as it may obtain a determination that it is not, or is no longer, subject to such charges. Nothing herein shall limit Western's or the Customer's right to contest the applicability, nature, scope, amount, or method of determining such charges before any appropriate tribunal, including a reviewing court, or to seek relief from otherwise applicable charges before an appropriate regulatory or legislative body. These charges will be in addition to charges to the Customer as Western may impose for Base Resource, delivery, and other service.

5. Metering requirements shall be pursuant to the PG&E -Western Interconnection Agreement, dated October 21, 2004 ("Western IA") and the Enabling Agreement unless: (a) more stringent metering requirements applicable to similarly situated entities are imposed by the CPUC or other competent tribunal, or (b) more stringent metering requirements are necessary to bill a Point(s) of Delivery under the applicable CPUC tariff.

6. Interconnection voltage at the Point(s) of Delivery shall be pursuant to the Western IA.

7. Power Factor shall be pursuant to the Western IA and CPUC-filed PG&E tariffs.

8. Additional Provisions.

   8.1. Amendment. Any amendment or modification to this Customer Agreement must be in writing and signed by the Parties. Effectiveness of any amendment or modification shall be subject to any required regulatory authorization.

   8.2. Entire Agreement. This Customer Agreement, including its appendices, constitute the complete and exclusive statement of the terms of the Parties' agreement which supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, and communications that may have been made in connection with the subject matter of this Customer Agreement. No representation, covenant, or other matter, oral or written, which is not expressly set forth, incorporated, or referenced in this Customer Agreement, except for applicable laws and regulations, shall be a part of, modify, or affect this Customer Agreement.

8.3. No Third Party Rights or Obligation. No right or obligation contained in this Customer Agreement shall be applied or used for the benefit of any person or entity not a party to this Customer Agreement.

8.4. Successor In Interest. Every successor in interest to the rights, title, interest, or use of any party shall be bound by all terms, and conditions of this Customer Agreement as if such successor in interest had duly executed this Customer Agreement.

8.5. Governing Law. This Customer Agreement is made and entered into in the State of California and its performance and enforcement shall be determined in accordance with California law.

8.6. Authority To Execute Agreement; Counterparts. Each undersigned representative of a party warrants that he or she has all required authority to execute this Customer Agreement on behalf of the party represented. This Customer Agreement may be executed in counterparts, each of which shall be regarded as an original.

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

IN WITNESS WHEREOF, the Parties have caused this Customer Agreement to be executed by their respective authorized officials.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	_____
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

EXHIBIT A:
ENABLING AGREEMENT

EXHIBIT B:
POINT(S) OF DELIVERY

Point of Delivery	Voltage to Meter (kV)	Interconnection Capacity (kW)

Electric Sample Form No. 79-1025 Sheet 1
Third Party Notification Service Bill Insert

Please Refer to Attached
Sample Form

Third-Party Notification Service

Third Party Notification Service helps ensure your loved ones receive the gas and electric services that keep them safe and comfortable.

If someone you care for can't always keep up with bills, help see that their PG&E service remains uninterrupted. Take advantage of our *Third-Party Notification Service*.

Should that special person get a late notice, we'll do our best to let you know. You're not obligated to pay the bill—but you'll be alerted to contact PG&E to help resolve the problem. Use the form to sign up and know that your caring can make a difference.

Enclose this form with your payment or send to:

Pacific Gas & Electric Company
Correspondence Management
P.O. Box 997300
Sacramento, CA 95899-7300

Fax to:

- 916-375-5105

Completed forms may be scanned and emailed to our centralized email box at: CIACMC@PGE.COM

For more information call **1.800.PGE.5000**

Please keep a copy of the completed form for your records

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

THIRD PARTY NOTIFICATION SERVICE
(FORM 79-1025)

Request for Third-Party Notification Service

Please complete in full. Requires signature of both Customer and Third Party

Customer	**Third Party**
(Account Number as shown on bill)	
(Customer Name. Please print.)	*(Name of Third Party. Please print.)*
(Daytime Phone)	*(Daytime Phone)*
(Mailing Address)	*(Mailing Address)*
(City/State/Zip)	*(City/State/Zip)*
I request that the designated Third Party be notified in case of nonpayment of my PG&E bill.	I understand that I am not obligated to pay any part of the customer's bill.
(Customer Signature)	*(Third Party Signature)*

PG&E cannot be held liable for failure to notify Third Party.

Enclose this form with your payment and send via:

Mail	Fax	Email
Pacific Gas and Electric Company P.O. Box 997300 Sacramento CA95899-7300	• 916-375-5105	CIACMC@PGE.COM

Electric Sample Form No. 79-1029
COMMUNITY CHOICE AGGREGATOR (CCA)
SERVICE AGREEMENT

Sheet 1

Please Refer to Attached
Sample Form

COMMUNITY CHOICE AGGREGATOR (CCA) SERVICE AGREEMENT

This Community Choice Aggregator (CCA) Service Agreement ("Agreement") is made and entered into as of this ____ day of _____, _____, by and between "_____ _____" ("CCA"), a _____ _____ organized and existing under the laws of the state of _____, and Pacific Gas and Electric Company "PG&E", a corporation organized and existing under the laws of the state of California. From time to time, CCA and PG&E shall be individually referred to herein as a "Party" and collectively as the "Parties."

Section 1: General Description of Agreement

1.1 This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which CCA shall offer electrical energy services. Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers. Except where explicitly defined herein (including Attachment A hereto) the definitions controlling this Agreement are contained in PG&E's applicable rules or in the relevant community choice aggregation tariff.

1.2 The form of this Agreement has been developed as part of the CPUC regulatory process to implement Assembly Bill 117, was intended to conform to CPUC directions, was filed and approved by the CPUC for use between PG&E and CCAs and may not be waived, altered, amended or modified, except as provided herein or in the applicable community choice aggregation tariff, or as may otherwise be authorized by the CPUC.

1.3 This Agreement incorporates by reference the applicable community choice aggregation tariff as authorized and modified from time to time by the CPUC.

Section 2: Representations

2.1 Each Party represents that it is and shall remain in compliance with all applicable laws and tariffs, including applicable CPUC requirements.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

2.2 Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she has authority to bind the entity on whose behalf this Agreement is executed.

2.3 Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

2.4 Each Party shall (a) exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

Section 3: Term of Service

The term of this Agreement shall commence on the date of execution by both Parties hereto (the "Effective Date") and shall terminate on the earlier of (a) the date CCA informs PG&E that it is no longer operating as a CCA in PG&E's service territory; (b) the earlier termination pursuant to Section 4 hereof; or (c) the effective date of a new CCA Service Agreement between the Parties hereto. Notwithstanding the Effective Date of this Agreement, the CCA acknowledges that it may only offer Community Choice Aggregation Services to customers effective on or after the CPUC-approved date for commencement of such services by CCAs, and only after it has complied with all provisions of this Agreement and PG&E's applicable tariffs.

Section 4: Events of Default and Remedy for Default

4.1 An Event of Default under this Agreement shall include either Party's material breach of any provision of this Agreement, including those incorporated by reference herein, and failure to cure such breach within thirty (30) calendar days after receipt of written notice thereof from the non-defaulting Party; or such other period as may be provided by this Agreement or PG&E's applicable community choice aggregation tariff.

4.2 In the event of such an Event of Default, the non-defaulting Party shall be entitled to exercise any and all remedies (a) available under PG&E's applicable community choice aggregation tariff; and/or (b) provided for by law or in equity to the extent not inconsistent with PG&E's community choice aggregation tariff. In addition, in the event of an Event of Default, this Agreement may be effectively terminated upon Commission authorization.

4.3 Breach by any Party hereto of any provision of PG&E's community choice aggregation tariff, including a breach occurring during Exigent Circumstances as defined in Section T.3 of such tariff, which circumstances also shall include bankruptcy of CCA, shall be governed by applicable provisions contained therein and each Party will retain all rights granted thereunder. A breach of said tariff for which no remedy is specified therein shall be governed by this Agreement as an Event of Default.

Section 5: Billing and Payment

PG&E will bill and the CCA agrees to pay PG&E for all services and products provided by PG&E in accordance with the terms and conditions set forth in PG&E's community choice aggregation tariff, as stated in PG&E's Electric Rule 23 and PG&E's rate schedules. Any services provided by the CCA to PG&E shall be by separate agreement between the Parties and are not a subject of this Agreement.

Section 6: Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' 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, except as provided for in this Section. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability, except in the event of an action covered by the Indemnification provisions of Section 7 of this Agreement or by the indemnification provisions in any Nondisclosure Agreement relating to the disclosure of confidential information to the CCA, in which event this Section 6 shall not be applicable.

Section 7: Indemnification

7.1 To the fullest extent permitted by law, and subject to the limitations set forth in Section 6 of this Agreement, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party, and its current and future direct and indirect parent companies, affiliates and their shareholders, officers, directors, employees, agents, servants and assigns (collectively, the "Indemnified Party"), and at the Indemnified Party's option, the Indemnifying Party shall defend the Indemnified Party, from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including, but not limited to, the Indemnified Party's employees and its affiliates' employees, subcontractors and subcontractors' employees, or any other liability incurred by the Indemnified Party, including reasonable expenses, legal and otherwise, which shall include reasonable attorneys' fees, caused wholly or in part by any negligent, grossly negligent or willful act or omission by the Indemnifying Party, its officers, directors, employees, agents or assigns arising out of this Agreement, except to the extent caused wholly or in part by any negligent, grossly negligent or willful act or omission of the Indemnified Party.

7.2 If any claim covered by Section 7.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in, and unless in the opinion of counsel for the Indemnified Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

7.3 The Indemnifying Party's obligation to indemnify under this Section 7 shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

Section 8: Assignment and Delegation

8.1 Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 8 shall be void.

8.2 Notwithstanding the provisions of this Section 8, either Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Party, and shall provide the other Party with thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Party shall reasonably require. If either Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

Section 9: **Independent Contractors**

Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 8 of this Agreement) as an independent contractor.

Section 10: **Entire Agreement**

This Agreement consists of, in its entirety, this Community Choice Aggregator Service Agreement and all attachments hereto, all Community Choice Aggregation Service Requests submitted pursuant to this Agreement and PG&E's community choice aggregation tariffs. This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof, with the express exception of any Nondisclosure Agreement relating to the disclosure of confidential information to the CCA. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties.

Section 11: **Nondisclosure**

11.1 Notwithstanding anything provided below, prior to receiving any PG&E confidential customer information, CCA agrees to enter into the CCA Non-Disclosure Agreement and be bound by its terms with respect to Confidential Information as defined therein.

Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving Party shall, upon termination of this Agreement or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.

11.2 Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory

authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

Section 12: Enforceability

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

Section 13: Notices

13.1 Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) U.S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt to the Parties as follows:

If the notice is to CCA:

Name of Entity: _____

Contact Name: _____

Business Address: _____

_____

Facsimile: _____

If the notice is to PG&E:

Contact Name: _____

Business Address: _____

Facsimile: _____

13.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

13.3 Each Party shall designate on Attachment A the person(s) to be contacted with respect to specific operational matters relating to Community Choice Aggregation service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

Section 14: Time of Essence

The Parties expressly agree that time is of the essence for all portions of this Agreement.

Section 15: Dispute Resolution

15.1 The form of this Agreement has been filed with and approved by the CPUC as part of PG&E's applicable tariffs. Except as provided in Section 15.2 and 15.3, any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of PG&E's obligations hereunder shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution, with the responding Party filing its written response within thirty (30) business days after receiving the written position of the complaining party. Thereafter, the Parties shall be required to meet and confer within ten (10) business days in a good faith effort to resolve their dispute. Pending such resolution, the Parties shall continue to proceed diligently with the performance of their respective obligations under this Agreement, unless this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within ten (10) additional business days of the last session to meet and confer, the matter shall, upon demand of either Party, be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes.

15.2 Except as provided in Section T.3 of PG&E's applicable community choice aggregation tariff (Rule 23), any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of the CCA's obligations hereunder shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution, with the responding Party filing its written response within thirty (30) business days after receiving the written position of the complaining party. Thereafter, the Parties shall be required to meet and confer within ten (10) business days in a good faith effort to resolve their dispute.

Pending resolution, the Parties shall continue to proceed diligently with the performance of their respective obligations under this Agreement, unless this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within ten (10) additional business days of the last session to meet and confer, the matter shall, upon demand of either Party, be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes, as allowed by law or in equity, or the parties may mutually agree to pursue mediation or binding arbitration to resolve such issues.

15.3 Notwithstanding the provisions of Paragraph 15.1 and 15.2 above: (a) all disputes between the Parties relating to the payment by the CCA of any PG&E fees or charges shall be subject to the provisions of PG&E's applicable tariffs governing disputes over customer bills; (b) all disputes between the Parties regarding non-bypassable charges (including Competition Transition Charges, Cost Responsibility Surcharges, and any other nonbypassable charges adopted by the Commission) payable by community choice aggregation customers or the CCA on behalf of such customers shall be subject to the provisions of PG&E's applicable tariffs; and (c) PG&E may pursue available remedies in law or equity for unauthorized electrical use by the CCA in a court of competent jurisdiction.

15.4 If the dispute involves a request for damages, parties understand that the Commission has no authority to award damages. To resolve such issues, the parties may mutually agree to pursue mediation or binding arbitration to resolve such issues, or if no such agreement is reached, to pursue other legal or equitable remedies that are available to the parties.

Section 16: Applicable Law and Venue

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the CPUC is the initial proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

Section 17: Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon the Party so affected giving written notice and reasonably full particulars of such force majeure to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. In the event of force majeure, as described herein, both Parties shall take all reasonable steps to comply with this Agreement and PG&E's applicable tariffs despite occurrence of a force majeure event.

Section 18: Unauthorized Use of Energy (Energy Theft)

18.1 The CCA represents and warrants that for each of its Customers, and at all times during which it provides community choice aggregation services as a Community Choice Aggregator, the CCA shall completely, accurately, and in a timely manner account for each of its Customer's loads. Load data not accounted for in this manner may provide grounds for termination of this Agreement. For verification purposes only, PG&E shall have complete access to the load data provided to the CAISO by the CCA. Such information is to remain confidential, and shall not be disclosed to any unauthorized person other than the CPUC, the California Independent System Operator or other law enforcement or regulatory authority.

18.2 PG&E shall notify the CCA immediately and the CCA shall notify PG&E immediately of any suspected unauthorized energy use. The Parties agree to preserve any evidence of unauthorized energy use. Once unauthorized energy use is suspected, PG&E, in its sole discretion, may take any or all of the actions permitted under PG&E's applicable tariffs.

Section 19: Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

Section 20: Conflicts Between this Agreement and PG&E's Community Choice Aggregation Tariff

Should a conflict exist or develop between the provisions of this Agreement and PG&E's community choice aggregation tariff, as approved by the CPUC, the provisions of PG&E's community choice aggregation tariff shall prevail.

Section 21: Amendments or Modifications

21.1 Except as provided in Section 21.2, no amendment or modification shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade.

21.2 This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction, and the Parties may amend the Agreement to conform to changes directed or necessitated by the CPUC. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, CCA may elect to terminate this Agreement upon written notice to PG&E, which shall be effective upon the receipt thereof. PG&E retains the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in PG&E's rates, charges, classification, service or rules, or any agreement relating thereto.

Section 22: Audits

22.1 PG&E shall retain such specific records as may be required to support the accuracy of meter data provided in PG&E's consolidated billings. When the CCA reasonably believes that errors related to metering or billing activity may have occurred, the CCA may request the production of such documents as may be required to verify the accuracy of such metering and consolidated billing. Such documents shall be provided within ten (10) business days of such request. In the event the CCA, upon review of such documents, continues to believe that PG&E's duty to accurately meter and provide consolidated billing for usage has been breached, the CCA may direct that an audit be conducted. The CCA shall

designate their own employee representative or their contracted representative to audit PG&E's records.

22.2 Any such audit shall be undertaken by the CCA, or their contracted representative at reasonable times without interference with PG&E's business operations, and in compliance with the PG&E's security procedures. PG&E and the CCA agree to cooperate fully with any such audit.

22.3 Specific records to support the accuracy of meter data provided in the consolidated billings may require examination of billing and metering support documentation maintained by subcontractors. PG&E shall include a similar clause in its agreements with subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records related to consolidated billing to Community Choice Aggregation Customers.

22.4 The CCA will notify PG&E in writing of any exception taken as a result of an audit. PG&E shall refund the amount of any undisputed exception to the CCA within ten (10) days. If PG&E fails to make such payment, PG&E agrees to pay interest, accruing monthly, at a rate equal to the prime rate plus two percent (2%) of Bank of America NT&SA, San Francisco, or any successor institution, in effect from time to time, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of California. Interest will be computed from the date of written notification of exceptions to the date PG&E reimburses the CCA for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then PG&E shall reimburse the CCA for the cost of the audit.

22.5 This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

Section 23: **Miscellaneous**

23.1 Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and all its subsections; and (c) the words "include," "includes," and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation." The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement

23.2 The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm or organization other than a Party or a successor or assignee of a Party to this Agreement.

23.3 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.

23.4 Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.

23.5 Each Party shall be responsible for paying its own attorneys' fees and other costs associated with this Agreement, except as provided in Sections 6 and 7 hereof. If a dispute exists hereunder, the prevailing Party, as determined by the CPUC, or as may otherwise be determined by the dispute resolution procedure contained in Section 15 hereof, if used, or by a court of law, shall be entitled to reasonable attorneys' fees and costs.

23.6 To the extent that the CPUC has a right under then-current law to audit either Party's compliance with this Agreement or other legal or regulatory requirements pertaining to Community Choice Aggregation transactions, that Party shall cooperate with such audits. Nothing in this Section shall be construed as an admission by either Party with respect to the right of the CPUC to conduct such audits or the scope thereof.

23.7 Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

On Behalf of CCA

By: _____

Name: _____

Title: _____

Date: _____

On Behalf of PG&E

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

A. Definitions:

Billing Services - The consolidated billing services described in PG&E's community choice aggregation tariff which are provided by PG&E.

Community Choice Aggregation Customer - An end-use customer located within PG&E's service territory who purchases Community Choice Aggregation Services through the CCA.

Community Choice Aggregator (CCA) – An entity that provides electric supply services to Community Choice Aggregation customers within PG&E's service territory. A CCA may also provide certain energy efficiency and conservation programs to its Community Choice Aggregation customers as provided for under PG&E's tariffs.

CCA Charges - Charges for Community Choice Aggregation Services provided by the CCA.

PG&E Charges - Charges (a) for services provided by PG&E; or (b) which are energy-related and which are approved by the CPUC or the Federal Energy Regulatory Commission (including any nonbypassable charges (such as Competition Transition Charges, Cost Responsibility Surcharges, and any other nonbypassable charges adopted by a regulatory body) or Fixed Transition Amount Charges owing to PG&E or its affiliates, as those terms are defined under the California Public Utilities Code). Fixed Transition Amount Charges are also referred to as Trust Transfer Amount (TTA) Charges.

B. Contact Persons (Section 13.3):

Billing Services

PG&E Contact: _____

CCA Contact: _____

C. Parties' Representatives (Section 15.1):

PG&E Representative:

Contact Name _____

Business Address _____

_____

CCA Representative:

Contact Name _____

Business Address _____

_____

Electric Sample Form No. 79-1030 Sheet 1

Declaration by Mayor or Chief County Administrator Regarding Investigation Pursuit or Implementation of Community Choice Aggrega

Please Refer to Attached Sample Form

DECLARATION BY MAYOR OR CHIEF COUNTY ADMINISTRATOR REGARDING INVESTIGATION, PURSUIT OR IMPLEMENTATION OF COMMUNITY CHOICE AGGREGATION*

I,_____*[name], state as follows:*

1. I am the mayor, chief county administrator, or chief executive officer of _____

   _____ [name of city, county, or public agency,].

2. I am authorized to make this declaration on behalf of _____

   _____ [check appropriate box]

   [ ] a city, or

   [ ] a county, or

   [ ] an eligible public agency

   which is investigating, pursuing or implementing community choice aggregation as a community choice aggregator as defined by Section 331.1 of the California Public Utilities Code ("CCA" or "Potential CCA").

3. I understand that all of the confidential information provided by PG&E to the city, county, or public agency indicated above is subject to the terms and conditions of the Nondisclosure Agreement between these two entities and is provided for the sole purpose of enabling the city, county or public agency to investigate, pursue or implement community choice aggregation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this_____day of_____, 20_____, at _____,_____[city, state].

_____

[Signature]

*. This form 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM NO. 79-1031 Sheet 1
COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

Please Refer to Attached
Sample Form

COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into by and between Pacific Gas and Electric Company ("Utility") and _____ _____[name]_____ _____, a _____ [describe political entity] _____("CCA") as of _____ ("Effective Date"). This Agreement is executed pursuant to California Public Utilities Commission ("CPUC") Order Instituted Rulemaking ("OIR") 03-10-003, California Public Utilities Code ("PU Code") Section 366.2 et seq., and applicable Utility tariffs (as modified hereafter from time to time). As used herein Utility and CCA may each be referred to individually as a "Party" and collectively as "Parties."

The CPUC has determined that CCA may obtain specified confidential customer information from Utility pursuant to Tariff Schedules E-CCAINFO-Information (as modified hereafter from time to time) ("E-CCAINFO") as a community choice aggregator, as defined by PU Code Section 331.1, solely in order to investigate, pursue or implement community choice aggregation pursuant to PU Code Section 366.2, et seq. or confidential customer electric and gas consumption data to implement energy efficiency programs pursuant to PU Code section 381.1. The provisions of this Agreement and E-CCAINFO govern the disclosure of Utility's confidential customer information to CCA ("Disclosure Provisions") under Schedules E-CCAINFO and E-CCA.

The Parties hereby mutually agree that:

1. Subject to the terms and conditions of this Agreement, current proprietary and confidential information of Utility regarding customers of Utility ("Utility Customers") may be disclosed to CCA from time to time in connection herewith as provided by the Disclosure Provisions and solely for the purpose of investigating, pursuing or implementing community choice aggregation pursuant to PU Code Section 366.2, et seq. as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1. Such disclosure is subject to the following legal continuing representations and warranties by CCA:

   (a) CCA represents and warrants that, pursuant to PU Code Section 331.1,

   (1) it is either (i) a city, county, or other entity as defined in PU Code Section 331.1 whose governing board has elected to combine the loads of its residents, businesses, and municipal facilities in a community wide electricity buyers program or (ii) a city, county, or other entity as defined in PU Code Section 331.1 that intends to actively investigate or pursue delivery of electric service to customers located within the geographic territory of the CCA, and

   (2) that to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq., or to implement energy efficiency programs pursuant to PU Code section 381.1;

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

(b) CCA represents and warrants that it has all necessary authority to enter into this Agreement, and that it is a binding enforceable Agreement according to its terms;

(c) CCA represents and warrants that the authorized representative(s) executing this Agreement is authorized to execute this Agreement on behalf of the CCA; and

(d) CCA confirms its understanding that the information of Utility Customers is of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under the Disclosure Provisions solely for the purposes of investigating, pursing or implementing Community Choice Aggregation under PU Code Section 366.2 as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1, and that any other use of the information may permit Utility to suspend providing further information hereunder.

(e) CCA represents and warrants that it will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure, and prohibits the use of the data for a secondary commercial purpose not related to community choice aggregation or energy efficiency purposes without the customer's prior consent to that use.

2. The confidential and proprietary information disclosed to CCA in connection herewith may include, without limitation, the following billing information about Utility Customers: Customer-specific information from the current billing periods as well as prior 12 months consisting of: service agreement number, name on agreement, service address with zip code, mailing address with zip code, telephone number, meter number, monthly kWh usage, monthly maximum demand where available, electrical or gas consumption data as defined in PU Code Section 8380, other data detailing electricity or gas needs and patterns of usage, Baseline Zone, CARE participation, End Use Code (Heat Source) Service Voltage, Medical Baseline, Meter Cycle, Bill Cycle, Budget Billing and other plans, HP Load and Number of Units and monthly rate schedule for all accounts within the CCA's territory. In addition, PG&E will provide the CCA the following additional information regarding customers currently enrolled in its CCA service: current and historical billing information for non-CCA services provided by PG&E or other electric service providers (collectively, "Confidential Information"). Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by CCA or its representatives that are derived from or based on Confidential Information disclosed by Utility, regardless of the form of media in which it is prepared, recorded or retained.

3. Except for electric and gas usage information provided to CCA pursuant to this Agreement, Confidential Information does not include information that CCA proves (a) was properly in the possession of CCA at the time of disclosure; (b) is or becomes publicly known through no fault of CCA, its employees or representatives; or (c) was independently developed by CCA, its employees or representatives without access to any Confidential Information.

4. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by CCA, or used for any purpose other than to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq. as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1 as permitted under this Agreement and the Disclosure Provisions.

5. CCA shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. CCA shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for a secondary commercial purpose not related to community choice aggregation or energy efficiency. Specifically, CCA shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those employees or representatives of CCA who have a "need to know" such Confidential Information in the course of their duties with respect to the CCA program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement, provided, however, that, an Energy Service Provider, agent, or any other entity, including entities that provide both direct access (as codified in Assembly Bill No. 1890, Stats. 1996, ch. 854) and community choice aggregation services shall limit their utilization of the information provided to the purposes for which it has been provided and shall not utilize such information, directly or indirectly, in providing other services, including but not limited to Direct Access services, in order to effectuate the obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, CCA shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree in writing to be bound by the terms of this Agreement by signing the "Non-Disclosure Agreement for CCA Employees or Representatives" form attached as Exhibit A hereto. CCA shall provide Utility with copies of the signed Exhibit A forms at Utility request. CCA shall also provide Utility with a list of the names, titles, and addresses for all persons or entities to which Confidential Information is disclosed in connection herewith ("Disclosure List"). This Disclosure List shall be updated by CCA on a regular basis, and will be provided to Utility once each quarter at a minimum.

6. CCA shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by Utility directly against such employees or representatives for improper disclosure and/or use. In no event shall CCA or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. CCA shall immediately notify Utility in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by CCA or any of its employees or representatives. However, nothing in this Agreement shall obligate the Utility to monitor or enforce the CCA's compliance with the terms of this Agreement.

7. CCA shall comply with the consumer protections concerning subsequent disclosure and use that are in Attachment B to CPUC Decision No. 12-08-045.

8. CCA acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to Utility and/or Utility Customers, the amount of which may be difficult to assess. Accordingly, CCA hereby confirms that the Utility shall be entitled to apply to a court of competent jurisdiction or the CPUC for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by CCA or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the Utility, in law or equity.

9. In addition to all other remedies, CCA shall indemnify and hold harmless Utility, its affiliates, subsidiaries, parent company, officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of CCA and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.

10. If, at any time, CCA ceases its investigation, pursuit or implementation of community choice aggregation pursuant to PU Code Section 366.2 et seq., CCA shall promptly return or destroy (with written notice to Utility itemizing the materials destroyed) all Confidential Information then in its possession at the request of Utility. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.

11. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties hereto. This Agreement shall not be assigned, however, without the prior written consent of the non-assigning Party, which consent

may be withheld due to the confidential nature of the information, data and materials covered.

12. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, understandings, communications, correspondence and representations, whether oral or written. This Agreement shall not be amended, modified or waived except by an instrument in writing, signed by both Parties, and, specifically, shall not be modified or waived by course of performance, course of dealing or usage of trade. Any waiver of a right under this Agreement shall be in writing, but no such writing shall be deemed a subsequent waiver of that right, or any other right or remedy.

13. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without reference to its principles on conflicts of laws.

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

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the Effective Date.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

EXHIBIT A
NON-DISCLOSURE AGREEMENT
FOR CCA EMPLOYEES OR REPRESENTATIVES

I, _____, declare under penalty of perjury that

(1) I am employed as _____(title) at _____
_____ (employer and address); and

(2) I have personally reviewed the attached **COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT** relating to disclosure and use of Confidential Information (as defined therein) and I agree to be bound by its provisions.

Signed: _____
Print Name: _____
Dated: _____

ELECTRIC SAMPLE FORM NO. 79-1038 Sheet 1
APPLICATION FOR ESSENTIAL USE CUSTOMER STATUS

Please Refer to Attached
Sample Form

APPLICATION FOR
ESSENTIAL USE CUSTOMER STATUS

Billing Name	Electric Service ID No.

Billing Address	City	State	Zip

Service Address	City	State	Zip

E-mail Address	Daytime Phone No.

Please complete all four sections of this Application if the facility at the service address above provides one of the public health, safety, or security services described in detail on the attached *"Essential Use Customer Classification and Priority System for Rotating Outages".*

1. Check ☑ the box that most accurately represents the services provided at this facility (choose one):

   - ☐ Fire, police, prison services
   - ☐ Government national defense agencies
   - ☐ Acute care hospital or licensed skilled nursing facility
   - ☐ Communication utility
   - ☐ Air or sea traffic control or navigation
   - ☐ None of the above
   - ☐ Radio & TV emergency broadcasting station
   - ☐ Rail rapid transit systems as approved by CPUC
   - ☐ Transmission-level net generators
   - ☐ Petroleum refineries and vital ancillary facilities
   - ☐ Electric utility facilities and fuel transportation
   - ☐ Water or sewage treatment facility

2. The facility (choose one):

   - ☐ has backup generation that *can* adequately support critical load for up to two hours.
   - ☐ has backup generation that *cannot* adequately support critical load for up to two hours.
   - ☐ does *not* have backup generation.

3. Please briefly describe how the electricity supplied to the referenced facility is used to support public health, safety and security. (Attach additional pages if necessary)

   _____

   _____

   _____

4. I certify that the above information accurately describes the facility and Service ID Number referenced above.

   Signature _____

   Print Name _____

   Position/Title _____

   Date_____

Please send this form to:
EssentialCustomer@pge.com

Pacific Gas and Electric Company
Rotating Outage Representative
245 Market Street, Mail code N8C
San Francisco, CA 94105

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Background: Rotating Outages and Essential Use Customers

Rotating outages are controlled power interruptions that are instituted at the direction and under the supervision of state regulators when there is an insufficient supply of electricity to meet customer demand. In Decision 91548 (1978), the California Public Utilities Commission (CPUC) created a priority system in which certain customers who provide essential public health, safety, and security services should normally be exempt from rotating outages. The priority system was modified on April 3, 2001 pursuant to Decision 01-04-006, on May 24, 2001 pursuant to Decision 01-05-089, on June 28, 2001 pursuant to Decision 01-06-085, on September 6, 2001 pursuant to Decision 01-09-020 and on April 22, 2002 pursuant to Decision 02-04-060. The relevant portions of the new modified criteria provide as follows:

A. Government and other agencies providing essential fire, police, and prison services.

B. Government agencies essential to the national defense.

C. Hospitals and skilled nursing facilities.

D. Communication utilities, as they relate to public health, welfare, and security, including telephone utilities.

E. Navigation communication, traffic control, and landing and departure facilities for commercial air and sea operations.

F. Electric utility facilities and supporting fuel and fuel transportation services critical to continuity of electric power system operation.

G. Radio and television broadcasting stations used for broadcasting emergency messages, instructions, and other public information related to the electric curtailment emergency.

H. Water and sewage treatment utilities may request partial or complete [rotating outage] exemption from electric utilities in times of emergency identified as requiring their service, such as fire fighting.

I. Areas served by networks, at utilities' discretion.

J. Rail transit systems as necessary to protect public safety, to the extent exempted by the Commission.

K. Customers served at transmission voltages to the extent that (a) they supply power to the grid in excess of their load at the time of the rotating outage, or (b) their inclusion in rotating outages would jeopardize system integrity.

L. Optional Binding Mandatory Curtailment Program (OBMC): Any customer, or customers, meeting the following criteria.

   The customer must file an acceptable binding energy and load curtailment plan with the utility. The customer must agree to curtail electric use on the entire circuit by the amount being achieved via rotating outages. The customer's plan must show how reduction on the entire circuit can be achieved in 5 percent increments to the 15 percent level, and show how compliance can be monitored and enforced. The customer must maintain the required reduction during the entire rotating outage period. The required curtailment level is requested prior to commencement of Stage 3. Several customers on a circuit may file a joint binding plan to guarantee the required curtailment from the entire circuit. Each utility shall facilitate communication between customers on a circuit if any customer expresses interest in enrolling in the OBMC program.

M. Limited other customers as necessary to protect public health and safety, to the extent exempted by the Commission. Exemptions granted September 6, 2001 by the CPUC under category M had a limited duration of 24 months. Category M customers received a 30-day notice prior to the exemption expiration date of September 6, 2003.

N. Petroleum refineries, vital ancillary facilities, and other customers in the critical fuels chain of production, to the extent exempted by the Commission. Petroleum refineries are facilities that separate or alter the components in crude oil, and convert the components into usable fuels or feedstock for further processing. Vital ancillary facilities are facilities that, if curtailed during a rotating outage, would cause one or more petroleum refineries to significantly curtail production, initiate a controlled shutdown, or initiate an emergency shutdown. Eligible refineries and vital ancillary facilities must be firm electricity service customers served at transmission level, or served at distribution level in an outage block exempt from rotating outages.

The CPUC noted that even for these customers, "Protection cannot be guaranteed because daily circuit switching may temporarily change a customer's outage block and priority classification."

Backup/Standby Generation

In 1982, the Commission directed the utilities "to evaluate the adequacy of the standby generating equipment of [essential] customers and to consider removing them from the lists of essential use customers." Decision No. 82-06-021 at p. 12. The Commission reasoned that "[essential use] customers that have sufficient standby generating equipment for their essential load should not be routinely protected from rotating outages because this double protection may be jeopardizing other equally essential customers at the higher load reduction levels." For that reason, some essential customers may be "nonexempt" – that is, subject to rotating outages – if they have sufficient and adequate backup generation to support their critical activities for up to two hours, the expected typical upper duration of a rotating outage.

Special Rules for Acute Care Hospitals and Licensed Skilled Nursing Facilities

On March 23,2001, in an Assigned Commissioner's Ruling, the utilities were ordered to provide an automatic and unqualified exemption for all hospitals with 100 or more beds, whether or not those hospitals have any backup generating facilities. That Ruling was subsequently modified on April 3, 2001, in Decision 01-04-006 to exempt all hospitals from rotating outages regardless of the number of beds. The Ruling was again modified on April 22, 2002, in Decision 02-04-060 to exempt skilled nursing facilities licensed by the California Department of Health Services, regardless of the status of backup or standby generation.

Special Rules for Water and Sewage Treatment Facilities

With regard to water and sewage treatment facilities, the CPUC clarified its position in Decision No. 92315, concluding that such customers would not be automatically exempted from rotating outages. However, water and sewage facilities may request an exemption from a specific rotating outage if an emergency exists [requiring their service]." The CPUC noted that the utilities were expected to grant such requests, but that water and sewage facilities were not to request an exemption "unless absolutely required to ensure the public's health and safety." Decision No. 92315 at p. 4.

Pacific Gas and Electric Company Implementation of the Commission's Priority System

To implement the CPUC's Priority System for Rotating Outages, Pacific Gas and Electric Company ("the Company") has exempted from rotating outages all circuits which serve identified essential use customers (except those who are nonexempt). In the unlikely event an essential use customer is inadvertently interrupted due to a rotating outage, the Company has a toll-free number 1-800-743-5000, which the essential use customer can call to report the outage. If feasible, the Company will restore service to the essential use customer.

Water and sewage treatment facilities are provided with a specific toll-free number to call if an emergency arises which requires their service, such as firefighting. The Company will take all steps necessary to restore service as quickly as possible.

The Company annually reviews its essential use customer list to verify that each customer on the essential use customer list should continue to be included. The Company makes contact with each essential use customer to ensure that (a) its business functions have not changed in a manner which would eliminate it from the Commission-designated categories of essential use customers and (b) there has been no change in the sufficiency or adequacy of its backup generation which would affect whether an essential use customer should be exempt. Any customer who is found to need reclassification (either essential to nonessential or nonessential to essential) receives a notification 15 days in advance of the effective date of reclassification. In addition, the Company contacts new customers to determine if they should be included on the essential use customer list.

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.

Electric Sample Form No. 79-1039 Sheet 1
Rate Schedule Selection Customer Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

RATE SCHEDULE SELECTION CUSTOMER AGREEMENT

I wish to be billed under the optional rate schedule(s) as listed. I agree to the terms and conditions as described in the rate schedule tariff and as follows:

- I hereby grant to PG&E, its employees, agents or contractors, reasonable access at reasonable times to install, remove, repair and inspect the metering equipment.
- I understand that I can only change my rate schedule in accordance with Electric Rule 12.
- The chosen rate schedule will commence on the next regular meter reading date or meter installation or reprogramming date following PG&E's receipt of Rate Schedule Selection Customer Agreement.

STEP 1: SELECT YOUR DESIRED RATE SCHEDULE

Please provide information for each Service Agreement and meter for which you are seeking a rate change (see sample on page 2 for assistance). Descriptions of rate options and tariffs can be found at www.pge.com/rateoptions and www.pge.com/tariffs. Information about rate options and copies of rate schedule tariffs are also available upon request by calling 1-800-743-5000.

Rate Selection

- For Gas Rate Selection Complete Shaded Area Only
- For Electric Rate Selection Complete All Applicable Area

					Peak Day Pricing (PDP) Program Options			
				AG Only	Select Capacity Reservation Level		Select Event Frequency	
Service Agreement (Service ID#)	Meter #	Desired Rate	Business Description	Motor HP connected to Meter	Elect kW Value	Default	Unlimited	Alternate

STEP 2: SIGN BELOW AND PROVIDE REQUIRED CONTACT INFORMATION

I am requesting the above rate schedule selection(s) and agree to the terms and conditions as outlined in Page 1 of this agreement and in the tariffs.

Customer or Authorized Agent:

(Signature)	(Telephone Number)
(Print Name)	(Name on Account)
(Title)	(Mailing Street Address)
(Date)	(Mailing City, State, ZIP)

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

RATE SCHEDULE SELECTION
CUSTOMER AGREEMENT

STEP 3: MAIL COMPLETED FORM TO PG&E

Please return signed form to: Pacific Gas And Electric Company, PO Box 8329, Stockton CA 95208-0329

SAMPLE RATE SELECTION – FOR REFERENCE ONLY

- For Gas Rate Selection Complete Shaded Area Only
- For Electric Rate Selection Complete All Applicable Area

					Peak Day Pricing (PDP) Program Options			
				AG Only[3]	Select Capacity Reservation Level[4]		Select Event Frequency[5]	
Service Agreement (Service ID#)	Meter #	Desired Rate	Business Description[2]	Motor HP connected to Meter	Elect kW Value	Default	Unlimited	Alternate
1234567890	1001234567	B-10	Title Office					
0987654321	1001234568	B-1	Retail Furniture Store				X	
4567891234	1001567890	AG A1	Irrigation Field Pump	10				
7890123456	1002345678	GNR-1[1]	House Meter –Swimming Pool					

Notes:

1. For Gas Rate Selection complete first four columns only (Service Agreement, Meter #, Desired Rate & Business Description).

2. Describe what each meter serves (e.g., Pasture Flood Irrigation, Retail Clothing Store, House).

3. Agricultural (AG) Rates Schedules only
   a. For motor installations, list the total horsepower rating of the motor(s) associated with the meter

4. Capacity Reservation Level: Level of capacity (kW) excluded from PDP participation.
   a. Schedules E-19, E-20, and AG-5: Customer Defined or Default (equal to 50% of the customer's average maximum peak-period demand over the previous 6 summer months).

5. Event Frequency: Frequency of participation in an event.
   a. Applies only to Schedules A-1TOU (A-1X), A-6, A-10TOU & AG-4: Unlimited (every event) or Alternate (every other event)
   b. Applies only to Schedules E-19, E-20 & AG-5: Unlimited only.

6. 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.

Electric Sample Form No. 79-1040 Sheet 1
Non-Disclosure and Use of Information Agreement

Please Refer to Attached
Sample Form

NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT
(CONCERNING WORK ADJACENT TO PG&E FACILITIES)

THIS AGREEMENT is by _____, _____
("Company") ("Undersigned")
an authorized employee of Company, (together, Company and Undersigned are sometimes referred to as the "Receiving Party"), and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E").

Undersigned and Company agree as follows:

1. The Receiving Party acknowledges that in connection with construction work to be performed adjacent to, in the vicinity of, or that will be connected to PG&E's natural gas or electric facilities, or performing design or construction services on behalf of a new business applicant, the Receiving Party will be given access or provided with PG&E-technical information and materials, including but not limited to generated maps, job-specific construction drawings and specifications, Gas Applicant Design Manual, Electric Design Manual, Electric Underground Construction Manual, Electric Overhead Construction Manual , and other data which are owned by PG&E, its parent company, subsidiaries or affiliates, and/or owned by third parties and in the possession of or licensed to PG&E, and which constitute valuable confidential or proprietary information, know-how and trade secrets belonging to PG&E, its parent company, subsidiaries, affiliates and/or third parties (hereinafter referred to as "Proprietary Information").

2. In consideration of being made privy to the Proprietary Information, the Receiving Party hereby agrees to hold all such Proprietary Information in strict confidence and not to disclose it, or otherwise make it available, to any person or third party, including any affiliate of PG&E that produces energy or energy-related products or services, without the prior written consent of PG&E. The Receiving Party agrees that all Proprietary Information:

   (a) Shall be used only for the purpose of performing the design and/or construction of PG&E electric service and distribution facilities; and

   (b) Shall not be reproduced, copied, in whole or in part, except as specifically authorized by PG&E and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and

   (c) Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by the Receiving Party therefrom, be returned to PG&E upon request when no longer needed for the performance of Receiving Party's work described in paragraph 1 above.

3. The Receiving Party hereby agrees that any third parties owning any confidential or proprietary information included in the Proprietary Information are express third party beneficiaries of this Agreement.

4. Receiving Party acknowledges that PG&E's construction and design manuals are updated periodically. Before proceeding with any final design or beginning construction, Receiving

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The Privacy Policy is available at pge.com/privacy.

Party must confirm with a PG&E representative that it is using the most current version of the manuals.

5. The Receiving Party hereby agrees that, in addition to any other remedy PG&E may have at law or in equity, PG&E will have the right to obtain immediate temporary or preliminary injunctive relief, without posting of bond or other security and without proof of damages, enjoining any breach or threatened breach of this Agreement.

6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that direct the application of the laws of another jurisdiction.

7. This Agreement is effective on the last signature date below.

UNDERSIGNED:	COMPANY:
Company Name	Company Name
Signature of Authorized User	Signature of Authorized Agent of Company
Name of Authorized (Print)	Name of Authorized Agent of Company (Print)
Title	Title
Date of Signature	Date of Signature

Electric Sample Form No. 79-1041 Sheet 1
Notice of Bill Guarantee Termination

Please Refer to Attached
Sample Form

NOTICE OF BILL GUARANTEE TERMINATION

Notice is hereby given on this date, _____that, I, _____ as guarantor under account identification number _____, terminate my guarantee of prompt payment of all bills due or to become due for the Utility Service provided to _____*(applicant)* under account identification Number _____.

I agree that the guaranty will remain in effect until twenty days after the signed date of this notice of termination. I guarantee the payment of all amounts due for the Utility Service as of the time of the termination of the guarantee.

Print Witness' Name & LAN ID	Print Name of Guarantor
Signature of Witness	Signature of Guarantor
Office Address of Witness	Date

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Electric Sample Form No. 79-1042 Sheet 1
APS/Auto Pay Customer Application

Please Refer to Attached
Sample Form

APS / Auto Pay Customer Application

Moisten and Seal

SIGN UP FOR DIRECT PAYMENT

Please complete ALL sections, sign and return this form:
I authorize the company(ies) indicated to instruct my banking/savings institution to make my payments from the account listed below. I understand that I control my payments, and if at any time I decide to discontinue this payment service, I will notify the biller.

(PLEASE PRINT)

Name (as shown on bill) _____ Date _____

Service Address _____ City _____ State _____

SIGNATURE _____ Phone _____ Zip code _____

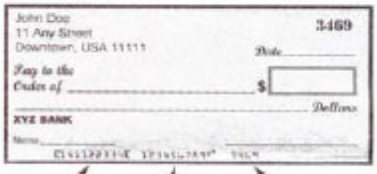
Account Information: (Bank, Savings Institution, Credit Union)

Enter the **Routing Number, Account Number and Financial Institution** name from your check or share draft. (See sample at right.)

Routing Number ☐☐☐☐☐☐☐☐☐

Account Number: _____

Financial Institution: _____



Biller Information: (See Participating Billers listed below)

PLEASE ALLOW 4-6 WEEKS

BILLER #	PRINT NAME OF BILLER (as shown on bill)	ACCOUNT #
123	ABC Company (EXAMPLE)	1-234-5678-9

You can also enroll through: www.DirectPaymentPlan.com

Participating Billers In Your Area–Sign Up Today!

	BILLER #		BILLER #
City of Glendale Water & Power	CA440	City of Stockton	CA476
City of Healdsburg	CA442	City of Sunnyvale Utilities Division	CA477
City of Livermore Municipal Water Service	CA445	City of Vacaville Municipal Services	CA485
City of Madera	CA447	East Bay Municipal Utility District	CA520
City of Mountain View Utilities	CA450	SBC (formerly Pacific Bell)	CA350
City of Napa	CA460	Pacific Gas & Electric Company	CA145
City of Pleasanton	CA465	San Bruno Municipal Cable	CA640
City of San Bruno - Utility Billing	CA487	San Francisco Chronicle	CA765
City of Santa Rosa	CA470	San Francisco Water Department	CA468

Fold, moisten, seal, affix a stamp, and mail

DO NOT ENCLOSE PAYMENT

CA 2600

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

APS / Auto Pay Customer Application

Direct Payment is a safe, convenient, and confidential way to pay your recurring bills. It gives you the peace of mind that your bills are being paid on time, eliminating having to write and mail a check.

Enroll today and let Direct Payment simplify your life by taking the hassle out of paying your bills.

FREQUENTLY ASKED QUESTIONS

Q. What is Direct Payment?
A. Direct Payment is a safe, convenient, and confidential method of automatic bill payment.

Q. How do I sign up?
A. Complete all sections of the form on the back, sign and return. Or sign up on-line at www.DirectPaymentPlan.com.

Q. How will my bill be paid?
A. On the date shown on your bill, your biller(s) will inform your banking institution of the amount due. The bank will automatically pay that amount from your account.

Q. When will this take effect?
A. Please continue to pay your biller directly until notification is made on your bill, which will be approximately 4-6 weeks.

Q. What if my account is with a Credit Union or Savings & Loan?
A. All financial institutions participate.

Q. How will I know how much my bill is?
A. Each biller will send you a copy of the bill at least 10 days before it is due and indicate when the amount will be paid.

Q. What if I have a question about my bill or want to stop the Direct Payment plan?
A. Simply call or write your biller(s). The contact information can be found on your bill.

Q. How can I be sure my bill has been paid?
A. The bills you authorize for Direct Payment will be clearly itemized on your bank's monthly account statement.

Q. Is there a charge for this service?
A. No. The biller(s) do not charge for Direct Payments.

Q. If I've already signed up, must I complete the form again?
A. No. But if you are changing banking information or adding biller(s) please complete the form and return.

ELECTRIC
GAS
WATER
CABLE TV
PHONE

Direct Payment®
Enroll Today!

Use Direct Payment to Pay Your Bills Automatically
DirectPaymentPlan.com

Direct Payment

Postage Required
Post Office will not deliver without proper postage.

DIRECT PAYMENT PROGRAM CA
CUSTOMER SERVICE DEPARTMENT
PO BOX 359
NOVELTY, OH 44072-0359

Electric Sample Form No. 79-1043 Sheet 1
Irrevocable Standby Letter of Credit

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

Credit and Records Center
P.O. Box 8329
Stockton, CA 95208

Irrevocable Standby Letter of Credit
Number: _____

TO: Pacific Gas and Electric Company
P. O. Box 8329
Stockton, CA 95208

Gentlemen:

We establish our Irrevocable Standby Letter of Credit No _____
Dated _____in your favor for the account of
_____ up to the aggregate total of $ _____for all charges, bills, statements, non-energy charges, unauthorized use or other supplementary billings due to initial under billing, or any other account, obligation, or claim owed to PG&E. We shall pay your drafts at sight drawn, and accompanied by the following documentation only:

1. PG&E's signed statement stating that outstanding bills have not been paid.
2. Credit available by payment at the office of:

_____
(Bank Name and Address)

Cancellation is subject to 90 days written notification. If written notification is not received 90 days prior to the expiration date, this Irrevocable Standby Letter of Credit will be automatically renewed each year for an additional twelve (12) calendar months. Notification must be mailed to PG&E, Attention: Financial Analyst, P.O. Box 8329, Stockton, CA 95208.

Drafts drawn and negotiated under this Letter Of Credit must be endorsed hereon, and must bear the clause: "Drawn under _____
(Bank Name)
Bank Letter of Credit No. _____ dated _____.
We hereby engage with Bona Fide Holders that drafts drawn strictly in compliance with the terms of this credit shall meet with due honor presentation to the drawee bank. This credit is subject to the International Standby Practices, referred to as ISP 98."

_____ Bank
A California Corporation

BY:_____
Authorized Signature (**Must be Notarized**)

_____
Authorized Title

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy .

Electric Sample Form No. 79-1048 Sheet 1

Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities

Please Refer to Attached Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

- ☐ Customer
- ☐ Division,
- ☐ Records Processing (Original)

REFERENCES

PM#:_____

BD#:_____

SA#:_____

AGREEMENT FOR UNMETERED LOW WATTAGE EQUIPMENT CONNECTED TO CUSTOMER-OWNED STREET LIGHT FACILITIES

This Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities ("Agreement") between (the "Customer") and Pacific Gas and Electric Company (the "Company") is to establish and govern the provisions of unmetered electric service provided by the Company for such low wattage equipment described in the Attachment A to this Agreement.

A. WHEREAS, such low wattage equipment will be owned operated and/or maintained either by Customer or by a third party acting on Customer's behalf or by third party having a business relationship with the Customer; and

B. WHEREAS, Customer intends to attach and energize such equipment to Customer-Owned street light facilities at various locations in its jurisdiction and within the Company's service territory, with the exception of Series street light circuits served above 480 volts; and

C. WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for such equipment installed subject to this Agreement; and

D. WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from Manufacturer's specifications and operating characteristics of the Customer where the load is 24 hour constant and of one hundred fifty (150) watts or less rated or average consumption on any one street light circuit; and

E. WHEREAS, pursuant to the Company's Electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service for Customer's equipment in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the terms, and covenants contained herein, Customer and Company hereby agree as follows:

1. Customer's use of the street light facilities and the equipment that is the subject of this Agreement are identified in the data sheets set forth in Attachment A (the "Equipment"). The Equipment will be installed by Customer on Customer-owned street light facilities with an energy connection on the Customer-owned street light or circuit wire. Each location will be grouped in a specific account, separate from the street light account, identified by either the city or unincorporated county where the Equipment is located for proper billing and accounting. The energy account will be billed on the Company's regular monthly billing cycle for unmetered loads. Billing of fixed usage shall be at the amount indicated in Paragraph 2.

2. Each piece of Equipment will be billed on Schedule A-1 or B-1- Small General Service with an appropriate single customer charge for the grouped account.

   a. Customer shall provide the Company with the Manufacturer's documentation on Equipment rating, documented average consumption and other information necessary to for Company to determine applicability to this Agreement prior to

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installation of Equipment. Attachment A documents the specific Equipment and the kilowatt hours (kWh) to be billed at each location.

3. The Energy charge is based on the monthly kWh calculated from the documentation provided by the customer based on watt rating, multiplied by 731 hours per month (for 24-hour continuous usage).

4. Pursuant to Section D of the Company's electric Rule 3, Customer shall furnish the Company with information, in a format acceptable to the Company, which verifies the number and location of all Equipment at each service location and reflecting the net result of any installations and removals. The information to be reported is described in Attachment B. The information shall be provided initially ten (10) days after the first month of installations and on the first business day of January, April, July and October thereafter. Each piece of Equipment shall be marked with its own identifying number or code acceptable for input into Company's billing system. Equipment ownership shall be identifiable from the ground for auditing purposes. The Company may require that Customer, at the Customer's sole expense, affix or install a Radio Frequency Identification Device (RFID), specified or provided by the Company, for inventory verification purposes.

5. If it is determined that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the otherwise full applicable tariff charges for such electrical load, calculated in accordance with Paragraph 3, above. The Company reserves the right to field or bench test Equipment to verify the inputs described in documentation provided in Paragraph 2.a, above.

6. Auditing may be conducted at the Company's sole discretion. Auditing may commence following the first anniversary of the effective date of this Agreement (as defined below). The audit will be conducted by an independent auditor selected by the Company. The cost of the audit shall be at the sole expense of the Customer. Customer will provide a complete and accurate inventory and other information as required in Paragraph 4 and in Attachment B. Customer shall provide access to the Equipment and provide assistance to the Company and its auditor to accomplish the audit, including, without limitation, identifying, locating and accessing the Equipment. The Company shall have the right to collect all costs associated with any additional work, including but not limited to, field verification or auditing of devices, bench testing, field amp reads, calculations of loads not required with meter reads, that would otherwise not be incurred in serving metered facilities.

7. Customer acknowledges that in the event that Customer arranges for a third party to manage the energy bill payment for this Agreement or authorizes the attachment of the Equipment owned or maintained by a third party, Customer remains ultimately responsible for energy payment and other conditions of this Agreement as the owner of the unmetered street light or street light circuit providing power to the unmetered Equipment connected under this Agreement. The absence of a meter does not relieve this responsibility for energy connections on the Customer's unmetered street light or street light circuit. In addition, Customer acknowledges that any interruptions in service caused by operation of the Customer's street light or street light circuit are not the responsibility of the Company. Under the Company's Approved Tariffs, Company is responsible up to the Service Delivery point for the Customer's street light system.

8. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer.

9. Except as specifically provided otherwise herein, service furnished in accordance with this Agreement shall be subject to Company's applicable tariffs on file with the California Public Utilities Commission ("Commission"). This Agreement shall at times be subject to changes or modification by the Commission as said Commission may, from time, to time direct in the exercise of its jurisdiction.

10. The Equipment subject to this Agreement shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations of any governmental authority with jurisdiction, including Commission's General Order 95 (collectively "Laws"). Customer shall be responsible to correct all identified violations of Laws and all identified deviations from Company design standards or requirements. Where the Company makes corrections, Customer shall be responsible for all costs for the Company to remedy any notices of violation or infractions imposed on the Company as a result of the Customer's installation or operation of the Equipment, including, without limitation, any infractions under the Commission's General Order 95. Except when otherwise required by the Laws or in the event that the Company determines that the violation, deviation or infraction caused by the Equipment poses a threat to the public or utility worker(s) or that the installed Equipment adversely impacts service reliability, asset life or the safe operation of Company facilities, prior to the Company remedying such violation, deviation or infraction, the Company will give the Customer written notice and the opportunity to remedy the same. If the Customer fails to correct the violation, deviation or infraction within thirty (30) days of such notice, the Company may, but shall not be obligated to, remedy such violation, deviation or infraction.

11. Where the Company determines that the Equipment loads require changes to Company's serving facilities, or where rearrangements are required as a result of the added loads, all such modifications must be performed prior to connection of the Equipment and Customer shall be responsible for all costs associated with the work. Customer shall be financially responsible for any damage to Company facilities resulting from Equipment loads added prior to completion of any required work. Either the Company or Customer may determine that facility modifications are not practical or cost effective for specific locations, in which case service will be provided under Company's approved Tariffs and either an Agreement for Unmetered Electrical Service, form 79-972, or metering may be required.

12. This Agreement shall remain in effect until terminated. This Agreement may be terminated upon forty-five (45) days prior written notice: a) by either party, which shall result in termination of service; or b) by Company upon Customer's default of any of the stated terms, agreements, covenants, conditions and provisions of this Agreement or non-conformance with Company's other applicable tariffs. Any notice for termination of this Agreement for default shall specify the nature of the default. Customer may utilize the forty-five (45) days from issuance of such notice to cure the specified default (or in the event of a default which requires in excess of forty-five (45) days to cure, such additional time as is approved in writing by the Company). Timely cure of a specified default will avoid termination for that default. Customer expressly acknowledges that the Company shall not be liable for any costs, expenses, damages, claims or the like caused by or arising out of the Company's termination of this Agreement, including but not limited to any rearrangement, relocation, removal or disconnection expenses. Company may continue to provide service to Customer's Equipment provided that a) a subsequent

executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status

13. The Company may at a later date, upon ninety (90) days prior written notice, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue providing unmetered service.

14. Nothing in this Agreement shall preclude the Company from requesting authority from the Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.

15. The Company is authorized to modify the form of Attachment A and B at its sole discretion and at any time require additional reasonable information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.

16. All notices required herein shall be given in writing and delivered personally, by United States Postal Service or other nationally recognized courier service to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer:	_____	**Pacific Gas and Electric Company**
Address:	_____	Billing Revenue & Records
	_____	P.O. Box 8239
	_____	Stockton, CA 95208
Attention:	_____	Attn. Unmetered Electric Usage

Customer's bill shall be mailed to the address listed below.

Billing Name: _____

Address: _____

_____

Attention:_____

17. The waiver by either Party of any default in the performance, or failure to insist on strict performance, by the other or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

18. Customer may, with the Company's written consent, assign this Agreement if the assignee 1) acquires all of Customer's interest in the Equipment and the associated street light facilities; and 2) agrees in writing to perform Customer's obligations. Such assignment will be deemed to include, unless otherwise specified therein, all of the

Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains liable for any charges until such time this Agreement is terminated or assigned.

19. Upon termination of this Agreement, Customer shall promptly remove or disconnect its Equipment from the street light facilities. Should Customer fail to disconnect or remove its Equipment from the streetlight facilities within one hundred and twenty (120) days of the termination date, the Company shall have the right to bill for energy to such Equipment in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the standard applicable charges for such electrical load, calculated in accordance with Paragraphs 2 and 3, above. Continued energy use beyond the termination date is a violation of Company's tariffs as approved by the Commission.

20. Customer shall indemnify and hold harmless Company, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to employees of Company, Customer or any third party, or from loss, destruction or damage to property, including but not limited to property of Company, Customer, or any third party, arising out of or in any way connected with the performance of this Agreement, however caused, except to the extent caused by the active negligence or willful misconduct of Company, its officers, agents and employees. Customer will, on Company's request, defend any suit asserting a claim covered by this indemnity. Customer will pay all costs that may be incurred by Company in enforcing this indemnity, including reasonable attorneys' fees.

21. This Agreement shall supersede existing letters of understanding, agreements and contracts, whether verbal or written, for the provision of unmetered services to the Equipment.

APPROVED:

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

	PACIFIC GAS AND ELECTRIC COMPANY
Customer/Company	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

Electric Sample Form No. 79-1049 Sheet 1
Agreement to Install Applicant Requested Common Special Facilities
Gas and Electric Rule 2

Please Refer to Attached
Sample Form

DISTRIBUTION:

- ☐ Applicant (Original)
- ☐ Division (Original)
- ☐ CRT
- ☐ CC&C
- ☐ Tariffs Interpretations

REFERENCE:

Notification:_____
E2D-PM#:_____
Customer #:_____
Billing Doc#: _____
Date Ready for Svc:_____

AGREEMENT TO INSTALL APPLICANT REQUESTED COMMON SPECIAL FACILITIES - GAS AND ELECTRIC RULE 2

At the request of (Applicant), **Pacific Gas and Electric Company (PG&E),** hereby agrees, as an accommodation, to install at the Applicant's expense and within a reasonable time, Facilities (described in paragraph 1 herein) that are in addition to or in substitution for PG&E's standard facilities.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits):

   LOCATION:

   _____

   DESCRIPTION OF FACILITIES:

   _____

2. Applicant shall pay to PG&E, promptly upon demand by PG&E prior to construction, the additional cost over and above the standard equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment through an Equivalent One Time Cost of Ownership payment which is the present worth of the monthly Cost of Ownership as specified in Electric and Gas Rule 2. The total costs are summarized as follows:

   1. Special Facilities Additional Cost _____
   2. Equivalent One Time Cost of Ownership _____
   3. Facilities Rearrangement Cost _____
   4. Income Tax Component of Contribution (ITCC) for Costs 1, 3, 5 and 7[1] _____
   5. CPUC D.04-05-055 Line Extension Costs (PMC) _____
   6. Items not subject to ITCC _____
   7. Credit for Applicant provided work _____

   TOTAL DUE _____

3. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person,

[1] The IRS taxes all contributions made by an applicant requesting utility service that benefits the applicant. Thus, PG&E collects from the applicant both the contribution and the income tax on that contribution at the rate shown in the Preliminary Statements of the Tariffs.

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including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

4. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:

   (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and ,

   (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.

6. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, Applicant understands that PG&E does not guarantee electric or gas service to be free from outages, interruptions, or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.

7. Upon request of the customer and at the option of PG&E, gas will be delivered at a pressure higher than standard delivery pressure where such higher pressure is available from existing facilities. PG&E, however, retains the right to decrease at any time the higher delivery pressure, as per Rule 2, incorporated into this agreement by reference.

Upon completion of requested work, ownership shall vest in PG&E.

AGREEMENT TO INSTALL APPLICANT REQUESTED COMMON SPECIAL FACILITIES - GAS AND ELECTRIC RULE 2

Executed this _____ day of _____/

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

	PACIFIC GAS AND ELECTRIC COMPANY
_____	_____
Customer/Company	
_____	_____
Authorized by (Print)	Authorized by (Print)
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

This agreement at all times shall be subject to such modifications as the California Public Utilities Commission (CPUC) may direct from time to time in the exercise of its jurisdiction.

Mailing Address:

_____

_____

_____

_____

Electric Sample Form No. 79-1050 Sheet 1
Contract for Customer Provision of Physically Assured Load Reduction

Please Refer to Attached
Sample Form

CONTRACT FOR CUSTOMER PROVISION OF PHYSICALLY ASSURED LOAD REDUCTION

Pacific Gas and Electric Company hereinafter referred to as "PG&E" and _____, hereinafter referred to as "Customer" (collectively referred to as "Parties" or separately as the "Party").

1. RECITALS

WHEREAS, PG&E and Customer desire to enter into a contract for the provision of electric distribution service wherein the Customer will provide for physically assured load reduction ("Load Reduction") based on either the availability of the installed capacity (the "Capacity") of a distributed generation facility ("DG") at the Customer's site(s) or by Load Reduction if the full Capacity is unavailable.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

2. APPLICABILITY

The rates set forth in this Contract shall apply only to PG&E's electric distribution rates and reservation charges for service to Customer located at _____, City/County of_____. This Contract shall be applicable to those customers that can provide physical assurance for Load Reduction at any time the Customer's DG is not operating at full Capacity. An equal amount of Customer load to the DG capacity would be interrupted to prevent adverse consequences to the distribution system and to other customers.

3. TERM AND TERMINATION

3.1 Term

The initial term of this Agreement shall be for a period of one (1) year from the date the standby service under this Agreement is first made available to Customer as such date is established in PG&E's records and shall continue thereafter from year to year. This Contract shall become effective on _____; provided, however, the rates set forth in Section 4 hereof shall not be effective until Customer can provide for physically assured load reduction as defined in Section 5.1 hereof.

3.2 Termination

Either party may terminate this Contract at the end of each one (1) year term by providing notice in accordance with Section 11.2. Such notice shall provide PG&E enough time to design and install any necessary distribution system upgrades to accommodate the additional load, and shall be determined on a case-by-case basis depending on current local lead-times. In addition, in accordance with section 6.1 below, either party may terminate this Contract during any year by giving written notice of termination in the event that the other party commits any material default under this Contract which, if capable of being remedied, is not remedied in accordance with the process set out in section 6.1.

3.3 Survival

Sections 6.2, 6.3, 8, 9, 10, 11.2, 11.3, 11.5 and 12 shall survive termination until all obligations set forth in these provisions are satisfied.

4. RATES

4.1 The rates to be applied to Customer's electric load shall be those contained in PG&E's Electric Schedule S or Schedule SB, if applicable, or the otherwise applicable rate schedule for standby customers who take supplemental service, or such superseding Rate Schedules as may from time to time be approved by the California Public Utilities Commission. PG&E shall waive standby reservation and distribution energy (kWh) charges for backup standby service provided under Schedule S or Schedule SB. The standby reservation charge shall be waived for standby customers that take supplemental service from PG&E under the otherwise applicable rate schedule.

4.2 The capitalized terms used in Section 4.1, unless otherwise defined in this Contract, shall have the meanings set forth in PG&E's Rate Schedules referenced in Section 4.1.

5. CUSTOMER'S COVENANTS

5.1 Customer shall install, cause to be installed, or utilize its existing DG with Capacity of _____ kW ("Capacity") that shall be commercially operable by, or on, _____ (the "In-Service Date"). Customer represents that it shall rely upon the DG to meet all, or a portion of, its electric energy requirements in an amount equal to the Capacity after the In-Service Date. For purposes of this Contract, "physically assured load reduction" shall mean the application of devices and equipment that interrupt a Customer's load when the DG does not provide Capacity for any reason, including an Uncontrollable Force.

5.2 If the Capacity is not available for any reason, including an Uncontrollable Force, the Customer agrees that Customer shall automatically drop load in an amount equal to the energy shortfall arising from the DG not operating at full Capacity. Customer shall cause an appropriate amount of Load Reduction to make up the energy shortfall through use of Relay Equipment described in Section 5.3.

5.3 Customer shall own, design, install and operate relay equipment and software on the Customer's side of the meter ("Relay Equipment") that will automatically and instantaneously protect PG&E's distribution system and service to other PG&E customers in the event the DG fails for any reason to perform at its full Capacity. Prior to installation, the design of Relay Equipment shall be submitted to PG&E for review and approval as to its adequacy to protect PG&E's distribution system and maintain the reliability of service to other PG&E customers. Prior to receiving the provisions of this Contract, PG&E shall have physically inspected the installation of Relay Equipment, witnessed its successful operation, and provided written confirmation of its approval prior to Customer commencing operation under this Contract. PG&E shall have the right to inspect and verify the operation of the Relay Equipment during the term of this contract.

5.4 Review, if any, by PG&E of the design, construction, operation, or maintenance of the DG and Relay Equipment, including modifications thereto, shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of such facilities except as to the adequacy of such facilities to protect PG&E's distribution system and maintain the reliability of service to other PG&E customers. Customer shall in no way represent to any third party that any such review by PG&E of such facilities including but not limited to any review of the design, construction, operation, or maintenance of such facilities by PG&E is a representation by PG&E as to the economic or technical feasibility, operational capability, or reliability of such facilities. Customer is solely responsible for economic and technical feasibility, operational capability, and reliability of the DG and the Relay Equipment except as otherwise provided in this Section 5.4.

5.5 Customer shall be responsible for all its costs incurred in meeting its obligations under this Contract.

5.6 Customer shall notify PG&E in advance of its intent to remove Relay Equipment. Such notification shall in accordance with Section 11 of this Contract. The amount of time required prior to Customer's removal of Relay Equipment shall allow PG&E adequate time review and install any necessary distribution facilities to accommodate additional load on its distribution system. Section 6 of this Contract shall apply to those Customers who fail to provide such notice.

5.7 Customer may be allowed to place maintenance load on the distribution system during mutually agreed times (Scheduled Maintenance). Maintenance load is defined as Customer's load that would have otherwise been served by the DG that is down for maintenance. Customer shall provide four (4) days notice prior to PG&E determining whether and when Scheduled Maintenance is available ("Request"). For each Request, Customer agrees to pay PG&E at the time of such notification for its expenses related to the scheduling and any necessary rearrangement of its facilities to accommodate Scheduled Maintenance. Such fee per Request shall be as stated in the PG&E Schedule S or Schedule SB on file with the California Public Utilities Commission at the time the Request is made.

6. DEFAULTS AND REMEDIES

6.1 Termination for Default

If either Party breaches its material obligations under this Contract, such breach shall constitute an event of default. If any Party defaults under this Contract, the other Party may terminate this Contract; provided that prior to such termination the other Party must provide the defaulting Party with written notice stating: (i) the Party's intent to terminate; (ii) the date of such intended termination; (iii) the specific grounds for termination; (iv) specific actions which the defaulting Party must take to cure the default, if any; and (v) a reasonable period of time, which shall not be less than 10 calendar days, within which the defaulting Party may take action to cure the default and avoid termination, provided there is any action which can be taken to cure the default. The pendancy of any dispute resolution procedure pursuant to Section 10 with regard to any separate

dispute(s) or Sections 3.2 and 6.1 hereof shall not limit the right to terminate this Contract under Section 3.2.

6.2 Damages for Failure to Provide Load Reduction

If Customer breaches its obligation to provide Load Reduction, then the resulting damages shall be calculated to be (i) 18 multiplied by (ii) the Capacity multiplied by (iii) waived distribution reservation charges set forth in Section 4.1 during the prior twelve (12) months. The Parties agree that the factor set forth in subsection (i) is derived by taking savings Customer would achieve from this Contract during the prior 12 months of this Contract times 1.5, and may be applied to each occurrence. In addition, Customer shall be responsible for all damages to PG&E personnel and equipment and third party personnel and equipment resulting from the failure to provide Load Reduction.

6.3 Damages for Failure to Continue to Provide Load Reduction

If after reasonable notice, Customer continues to fail to provide Load Reduction, then the resulting damages shall be calculated to include any cost associated with the accelerated construction of facilities required in PG&E's reasonable discretion to reliably and safely provide service to all customers on the affected circuits and substation, e.g., any cost of overtime hours for PG&E's own resources, additional contract personnel, additional payments to contractors for expedited delivery of equipment and materials and premiums paid, if any, to obtain necessary rights of way or permits. PG&E selection of any facilities contemplated by this Section 6.3 shall be based on good utility practices, including, but not limited, to its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements and applicable laws and regulations.

6.4 Service Interruption Until Remedial Measures Installed

In addition, if Customer breaches it obligation to provide Load Reduction, then until PG&E places into commercial operation those facilities it has determined are necessary pursuant to Section 6.3 hereof, the Customer shall curtail or interrupt its electric requirements at its site using the Relay Equipment described in Section 5.3 whenever directed by PG&E in order to avoid damage to PG&E's distribution system or harm to other customers. If in PG&E's sole discretion it determines the Customer is unable or unwilling to comply with PG&E's curtailment or interruption directions, then PG&E may immediately disconnect service to Customer until such time as the facilities identified pursuant to Section 6.3 have been placed into commercial operation.

6.5 Other Remedies

The remedies available under Section 6.1 through 6.4 are not exclusive, and subject to Section 10 either Party also shall be entitled to pursue any other legal, equitable or regulatory rights and remedies it may have in response to a default by the other Party.

7. NON-INTERFERENCE

Nothing in this Contract shall in any way interfere with Customer contracting for generation or meter related services with any other party.

8. INDENMITY

8.1 Indemnity

Each Party shall indemnify, defend and hold the other Party harmless from and against all losses, damages, claims, liabilities, costs or expenses (including legal expenses) whatsoever for injuries to or death of any person (including, but not limited to, agents, employees, contractors and invitees of PG&E and Customer) and for all loss, damage or destruction of electrical equipment or electric or gas meters or any other property (including, but not limited to, property of PG&E, Customer, and their respective agents, employees, contractors and invitees) arising out of any act or omission except to the extent that they result from any breach of this Contract by the indemnifying Party or the indemnified Party's negligence or intentional wrongdoing.

9. UNCONTROLLABLE FORCES

Any act beyond the reasonable control of a Party and which by the exercise of due diligence by such Party is unable to prevent or overcome. In the event of the occurrence of an Uncontrollable Force which prevents a Party from performing any of its obligations under this Contract such Party shall: (i) promptly notify the other party; (ii) not be entitled to suspend performance of any greater scope or longer duration than is required by the Uncontrollable Force (iii) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance hereunder; (iv) keep the other Party apprised of such efforts on a continual basis; and (v) provide written notice of the resumption of performance hereunder.

10. DISPUTE RESOLUTION

10.1 Mediation, Arbitration and/or Litigation

Any dispute that cannot be resolved between the Parties shall be settled by means of conference, mediation and/or litigation as provided for herein.

10.1.1 The first step in the disputed resolution process shall be a conference by which the dispute is referred to a designated officer of each Party for resolution. If those two officers cannot reach an agreement within a reasonable period of time, the Parties may submit the dispute to mediation in accordance with the Commercial Rules of the American Arbitration Association.

10.1.2 If the dispute is not resolved by the mediation, the Parties shall submit the dispute to the California Public Utilities Commission for final resolution unless the relief sought cannot be awarded by the CPUC in which case a Party may proceed to a Superior Court for the State of California, City and County of San Francisco.

10.2 Recovery of Costs and Attorneys' Fees

If either Party to this Contract begins any legal action or proceeding against the other by reason of the alleged failure of the other to perform under this Contract, or for the interpretation of any provision thereof, the Party prevailing in said action or proceeding shall be entitled to recover, in addition to its costs, reasonable attorneys' fees, whether retained or in-house counsel, and costs. Such recovery shall include court costs and attorneys' fees on appeal, if any. As used herein, "the Party prevailing" means the Party in whose favor final judgment is rendered.

11. MISCELLANEOUS

11.1 Assignment. This Contract is intended to be between the two Parties and neither Party may assign this Contract without prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

11.2 Notices.

11.2.1 Except for notices provided pursuant to Section 11.2.3, any notices or demands to be served here under by either Party to the other shall be in writing and effected either by personal delivery or by mail, registered or certified, with return receipt requested. Mailed notices shall be addressed as follows to:

Pacific Gas and Electric Company
Customer Operations Regulatory Policy Department –
P.O. Box 770000 – Mail Code B13U
San Francisco, California 94177-0001
Attention: Tariff Interpretation

Customer _____
`
_____

_____

Attention _____

11.2.2 Except for noticed provided pursuant to Section 11.2.3, until written notice of a different address is furnished in accordance herewith to the other Party, all such notices shall be delivered to the addresses above. Such notices shall be deemed to have been served at the time personally delivered to either Party or within ninety-six (96) hours after the same have been deposited, postage prepaid, in the United States Post Office, which shall be a valid and sufficient service of notice for all purposes.

11.2.3 PG&E shall inform Customer when Load Reduction is required in writing or by such other means of communication as may be jointly agreed in writing.

11.3 Governing Law. The formation, interpretation and performance of this Contract shall be governed by California law, without regard to its principles of conflict of law.

11.4 Entire Agreement. This Contract, in combination with PG&E's tariffs as approved by the California Public Utilities Commission ("Commission"), contains the entire agreement between the Parties

11.5 Disclaimer of Warranty. No promise, representation, warranty, or covenant not included in this Contract has been, or is relied on by either Party. Each Party has relied on its own examination of this Contract, the counsel of its own advisors, and the warranties, representations, and covenants in the Contract itself.

12. COMMISSION CONTINUING AUTHORITY

This Contract shall at all times be subject to the Commission and to any changes or modification that the Commission may, from time to time, direct in the exercise of its jurisdiction. Notwithstanding any other provision of this Contract, either Party shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for a change in rates, charges, classification, or any rule, regulation, or agreement relating thereto.

IN WITNESS WHEREOF, PG&E and Customer have executed this Contract on _____.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	_____
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Electric Sample Form No. 79-1069 Sheet 1
Generating Facility Interconnection Agreement (Multiple Tariff)

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).

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

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):

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		

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):

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		

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):

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		

2.7.2 Non-Eligible Generator(s): _____ kW

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

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

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

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

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

biomass	are met ☐ are not met ☐	digester gas	are met ☐ are not met ☐
solar thermal	are met ☐ are not met ☐	municipal solid waste	are met ☐ are not met ☐
photovoltaic	are met ☐ are not met ☐	landfill gas	are met ☐ are not met ☐
wind	are met ☐ are not met ☐	ocean wave	are met ☐ are not met ☐
geothermal	are met ☐ are not met ☐	ocean thermal	are met ☐ are not met ☐
fuel cell	are met ☐ are not met ☐	tidal current	are met ☐ are not met ☐
small hydroelectric generation	are met ☐ are not met ☐	biogas digester (under NEMBIO)	are met ☐ are not met ☐
fuel cell (under NEMFC)	are met ☐ are not met ☐	other technology	are met ☐ are not met ☐

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).

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

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 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 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.)

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

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

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

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

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

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

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

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

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

6. INTERCONNECTION FACILITIES

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

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

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

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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

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

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

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

(d) Two hundred thousand dollars ($200,000) for each occurrence if the

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

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

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

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

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

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

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

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

(b) If Producer ceases to self-insure to the level required hereunder, or if

Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.

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

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

9. NOTICES

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

If to PG&E:
[Contact information to be supplied]

If to Producer:
[Contact information to be supplied]

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

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

10. REVIEW OF RECORDS AND DATA

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

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

11. ASSIGNMENT

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

12. NON-WAIVER

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

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

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

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

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

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

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

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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

16. SIGNATURES

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

	PACIFIC GAS AND ELECTRIC COMPANY
(Company Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

APPENDIX A

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

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

APPENDIX B

RULES "2" AND "21"

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

APPENDIX C (If Applicable)

RULE 21 "SPECIAL FACILITIES" AGREEMENT
(Formed between the Parties)

APPENDIX D (When applicable)

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

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

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

PG&E shall revise its records and the administration of this Agreement to reflect the Cogeneration Status Change and provide Notice to Producer of the Cogeneration Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Cogeneration Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E shall invoice the Producer's electric service account through which the Generating Facility is Interconnected with PG&E's 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.

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.

APPENDIX F (When applicable)

LIST OF ELIGIBLE ACCOUNTS TO BE INCLUDED IN NET ENERGY METERING CALCULATIONS PURSUANT TO SCHEDULE NEMBIO OR NEMFC SPECIAL CONDITION 4

Please use a separate sheet for each NEMBIO and/or NEMFC billing arrangement group, include the NEMBIO or NEMFC generator account information and clearly indicate which Eligible Accounts are to be associated with each listed NEMBIO or NEMFC generator account.

Service Agreement ID Number	Address (Street, City, Zip Code)

Sheet _____ of _____

APPENDIX G (When applicable)

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

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

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

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

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

Appendix H

SCHEDULE 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

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 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: _____

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.

Electric Sample Form No. 79-1069-02 Sheet 1
Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)

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).

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

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):

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	

2.5.2 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):

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

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 ☐ are not met ☐	digester gas	are met ☐ are not met ☐
solar thermal	are met ☐ are not met ☐	municipal solid waste	are met ☐ are not met ☐
photovoltaic	are met ☐ are not met ☐	landfill gas	are met ☐ are not met ☐
wind	are met ☐ are not met ☐	ocean wave	are met ☐ are not met ☐
geothermal	are met ☐ are not met ☐	ocean thermal	are met ☐ are not met ☐
fuel cell	are met ☐ are not met ☐	tidal current	are met ☐ are not met ☐
small hydroelectric generation	are met ☐ are not met ☐	biogas digester (under NEMBIO)	are met ☐ are not met ☐
fuel cell (under NEMFC)	are met ☐ are not met ☐	other technology	are met ☐ are not met ☐

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

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

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

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

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

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

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

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

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

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

4. TERM AND TERMINATION

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

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

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

(c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

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

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

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

(c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,

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

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

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

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

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

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

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

5.3 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's tariffs, including but not limited to PG&E's Rule 21 and applicable NEM-2 tariff schedules, and applicable safety and performance standards established by the National Electric Code, Institute of Electrical and Electronic Engineers, accredited testing laboratories such as Underwriters Laboratories, rules of the Commission regarding safety and reliability, and any other regulations and laws governing the Interconnection of the Generating Facility.

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

5.5 Producer shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided per the timelines established by the applicable PUC 2827 section, or by Rule 21. Such approval will be provided after PG&E's receipt of: (1) a completed Generating Facility Interconnection Application (Form 79-1174-02),

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

5.6 In no event shall the delivery of the maximum electric power to PG&E's Electric System exceed the amount or other limitations specified in Section 2 and Appendix A of this Agreement. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in this Agreement, PG&E may require Producer to disconnect its Generating Facility from PG&E's Electric System until Producer demonstrates to PG&E's reasonable satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to PG&E. Further, should PG&E determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting PG&E's ability to utilize its Electric System in any manner, even if Producer's deliveries of electric power to PG&E's Electric System are within the limitations specified in this Agreement, PG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to PG&E's Electric System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect of electric power flowing from the Generating Facility to PG&E's Electric System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and PG&E may initiate termination in accordance with the terms of Section 4.2(b).

5.7 Producer shall not deliver reactive power to PG&E's Electric System unless the Parties have agreed otherwise in writing.

5.8 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E's Electric System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.

5.9 If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements, per Appendix D of this Agreement.

5.10 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for a NEM and/or NEM2 Generating Facility, that all major solar system components (if any) are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.

5.11 Producer certifies as a part of each interconnection request for a NEM and/or NEM2 Eligible Generating Facility that

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

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

5.12 Producer rs on this tariff must pay for the interconnection of their NEM2 Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

5.13 If Producer's Generating Facility includes any energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix I of this Agreement.

5.14 Smart Inverters

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

Distribution Provider may require a field verification of the Producer's inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution 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 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[1] no later than March 31, 2018, or

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

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

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

6. INTERCONNECTION FACILITIES

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

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.

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

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. NOTICES

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

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

If to PG&E:

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

If to Producer:

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

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

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

10. REVIEW OF RECORDS AND DATA

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

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

11. ASSIGNMENT

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

12. NON-WAIVER

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

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

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

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

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

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

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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

16. SIGNATURES

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

	PACIFIC GAS AND ELECTRIC COMPANY
(Company Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

APPENDIX A

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

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

APPENDIX B

RULES "2" AND "21"

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

APPENDIX C (If Applicable)

RULE 21 "SPECIAL FACILITIES" AGREEMENT
(Formed between the Parties)

APPENDIX D (When applicable)

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

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

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

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

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

APPENDIX E (When applicable)

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

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

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

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

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

APPENDIX F (When applicable)

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

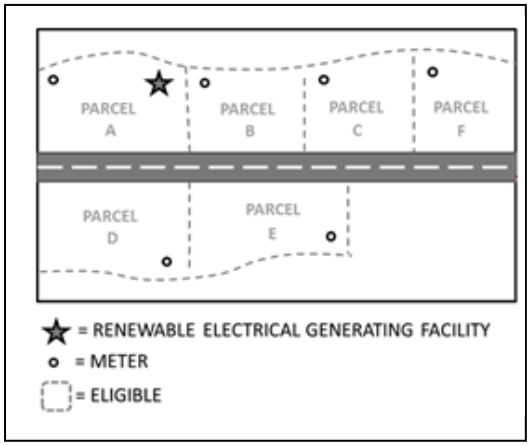
In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and

2) Each of the aggregated account meters associated with this NEM2 generator account are located either:

(i) on the property where the renewable electrical generation facility is located, or

(ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



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

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name	*Signature*
Date	*Type/Print Name*
	Title

APPENDIX G (When applicable)

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

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

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

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

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

Appendix H

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

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

Check Type of Renewable Electrical Generation Facility:

☐ biomass	☐ geothermal	☐ municipal solid waste
☐ solar thermal	☐ fuel cell	☐ landfill gas
☐ small hydroelectric generation	☐ ocean wave	☐ digester gas
☐ ocean thermal	☐ tidal current	☐ Storage/Batteries _____ amp hours _____ inverter kWh

NEM2 Customer-Generator (Customer) declares that

(1) it meets the requirements to be an "Eligible Customer-Generator" and its Generating Facility.

(2) (a) meets the requirements of an "Renewable Electrical Generation Facility", as defined in Section 2827(b)(5) of the California Public Utilities Code and (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook. [2] (Eligibility Requirements).

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

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

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

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

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

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

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

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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX I

(If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

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

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

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

  And during the hours of _____

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

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

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

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

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

Calendar Days of the written request.

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

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 No. 79-1070 Sheet 1

Export Addendum to Generating Facility Interconnection Agreement
for Non-Export Generating Facilities (Form 79-973) Sized 2 Megawatts or Less

Please Refer to Attached
Sample Form

EXPORT ADDENDUM TO GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES (FORM 79-973) SIZED 2 MEGAWATTS OR LESS

Pacific Gas and Electric Company (PG&E), a California Corporation, and _____ _____ _____ (Customer) hereby enter into this Addendum to the Generation Facility Interconnection Agreement for Non-Export Generating Facilities (GFIA) (Form 79-973) between PG&E and Customer. Customer and PG&E are sometimes referred to in this Addendum jointly as "Parties" or individually as "Party." The Parties agree as follows:

1. PURPOSE AND SCOPE

1.1. This Addendum represents mutual agreement between PG&E and Customer to provide for Export as described in Section 1.3 below, notwithstanding Section 5.1 of the GFIA.

1.2. This Addendum shall apply to Customer's Generating Facility that is 2 megawatts (MW) or less provided that the Generating Facility otherwise satisfies all other applicable requirements of PG&E's Electric Rule 21.

1.3. For purposes of this Addendum, Export is defined as the uncompensated and unscheduled flow of electrical energy from Customer's Generating Facility onto PG&E's Distribution System. The Export shall fully comply with Section 3 of this Addendum. Customer agrees that such Export is solely for Customer's operating convenience and understands that there will be no compensation made by PG&E, or third parties, for such Export. Customer understands that it is obligated to manage Export in compliance with current and future guidelines established by regulatory agencies having jurisdiction over such Export.

1.4. All other capitalized terms used and not defined herein, whether in singular or plural, shall have the meanings assigned to them in PG&E's Electric Rule 21.

2. TERM AND TERMINATION

2.1. This Addendum shall become effective as of the later of the effective date of the GFIA or the last date entered in Section 5 of this Addendum.

2.2. This Addendum shall continue in full force and effect until termination of the GFIA, or unless terminated in accordance with Section 4.2 of this Addendum.

3. INTERCONNECTION OF GENERATING FACILITY

3.1. In addition to the requirements of Electric Rule 21 and the GFIA, Customer will abide by the following requirements in the interconnection and operation of its Generating Facility:

3.1.1. The maximum amount of electric power to be delivered to PG&E's Distribution System shall not exceed _____ [INSERT MAXIMUM AMOUNT OF EXPORT CAPACITY].

3.1.2. Customer will set and maintain relay settings as specified by PG&E, as an attachment to this Addendum, if applicable:

____ applicable

____ not applicable

3.1.3. Customer will meet all requirements specified by PG&E, in the Special Facilities Agreement for items such as a grounding/stabilizing transformer, fault detection schemes, and/or transfer trip as an attachment to this Addendum, if applicable:

____ applicable

____ not applicable

3.1.4. This Addendum does not provide for, or otherwise obligate PG&E to measure, purchase, transmit, distribute, or store the electrical power delivered to PG&E's Distribution System by Customer.

3.1.5. The Generating Facility shall be operated with all of Customer's Protective Functions specified in Section 3 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.

3.1.6. Customer shall understand that if PG&E needs to reconfigure the Distribution System and that if after such reconfiguration is complete, a voltage regulation problem arises due to Export by Customer, then Customer will correct, at its cost, Customer's Generating Facility as may reasonably be necessary to resolve the voltage regulation issue. Customer agrees that until such voltage regulation issue is resolved to PG&E's reasonable satisfaction, Customer will not be permitted to make Exports to the Distribution System.

3.2. PG&E retains the right, without notice, to require Customer to curtail Export during times of Emergency or under circumstances where such Export might interfere with the safe and reliable operation of the Distribution System.

3.3. Generating Facilities greater than 1 MW may have additional requirements and charges pursuant to applicable California Independent System Operator (CAIS0) tariffs.

4. COMPLIANCE

4.1. In the event Customer operates its Generating Facility in a manner that exceeds the parameters for Export established in Section 3 of this Addendum, Customer understands that 1) its Generating Facility will be subject to curtailment or disconnection as provided in PG&E's Electric Rule 21 Section B.9 for Unsafe Operating Conditions, and 2) PG&E reserves the right to change this Export Addendum to a non-export interconnection at its sole discretion in order to meet system operation or reliability needs, and all interconnection facilities and labor required to enact this change will be at Customer's expense.

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

5. SIGNATURES

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

	PACIFIC GAS AND ELECTRIC COMPANY
(Company Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

Electric Sample Form No. 79-1075 Sheet 1

Notice to Add or Delete Customers Participating in the Capacity Bidding Program

Please Refer to Attached
Sample Form

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Instructions: Aggregators and Customers use this notice to officially notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator's CBP portfolio and are required to attest to whether they have a Prohibited Resource, and if they do, whether they intend to use the resource to reduce load during a demand response (DR) event.

PG&E may verify the information on this notice with the Customer.

Aggregator Company Name:	

This notice adds or deletes a customer's Service Agreements from the Aggregator's CBP portfolio. PG&E will review and approve each Service Agreement to be added to determine if it meets the minimum requirements as specified in Schedule E-CBP. PG&E must approve each Service Agreement before the Service Agreement can be included in an Aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's approval date. Deletions from the portfolio will be effective at the end of the current calendar month in which this notice is received provided PG&E receives this notice at least 15 calendar days prior to the end of the current month.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the CBP for the Customer's Service Agreements shown below. Such authority is subject to the applicable terms and conditions of Schedule E-CBP and the Agreement For Aggregators Participating In The Capacity Bidding Program (Form 79-1076).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-CBP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the E-CBP program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-CBP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer's interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E's agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator's solicitation of Customer or with the Aggregator's performance any of its functions in the CBP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E's tariffs or for any damages caused by Aggregator's failure to perform any commitment to the Customer.

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

Customer Name:		Aggregator Name:	
Title:		Title	
Signature:		Signature:	
Date:		Date:	

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Notice by Aggregator to Add/Delete Customers

(Please Print or Type Clearly)

Aggregator Name: _____

	Add/ Delete	Customer Site Name	PG&E Service Agreement Number	Electric Meter Number	Service Address and City
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

Prohibited Resources Attestation

Customers enrolling in Schedule E-CBP are required to attest to whether or not they have a Prohibited Resource, and if they do, whether or not they intend to use the resource to reduce load during a Demand Response (DR) event.

The following list of distributed energy technologies are prohibited in providing load reduction during DR events: Technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping Combined Heat and Power (CHP) or non-CHP configuration ("Prohibited Resources"). The following resources are exempt from the prohibition: pressure reduction turbines, waste-heat-to-power bottoming cycle CHP, as well as energy storage resources not coupled with fossil-fueled generation.

Customers must select one of the following options and agree to the Terms and Conditions to be able to enroll into the Capacity Bidding Program by completing the options on page 4 of this form:

- I do not have a Prohibited Resource on-site.
- I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.
- I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety reasons, health reasons, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives / charge for my account.

If a customer attests to having a Prohibited Resource and plans to use it for safety, health, or operational reasons to reduce load during a Demand Response event, then the customer's aggregator will be responsible for collecting and providing the Default Adjustment Value (DAV) based on the nameplate capacity of the resource. If the customer has multiple prohibited resources for the same service agreement, then the DAV will be the sum of the nameplate capacity values from all prohibited resources on the same site that are used to reduce load during a Demand Response event. Customers participating in Schedule E-CBP will be allowed to adjust their DAV at any time, under certain conditions, namely that: (a) the customer's change in DAV results from a change in the operational status of a prohibited resource associated with the customer's service agreement; and (b) that the PG&E can verify this and approves. The DAV will be used to adjust the demand response incentives/charges.

Customers in Schedule E-CBP who do not complete the attestation and return it to PG&E, will not be eligible to participate in the program until they do so. A customer that is found in violation of the prohibited resources requirements will be removed from the program by their aggregator if they are enrolled via a third party, and certain violations may cause the customer to be ineligible for all demand response programs subject to the prohibited resource requirement in Decision 16-09-056.

Customer compliance may be subject to verification by a Verification Administrator (which may be either PG&E or a third-party).

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Prohibited Resource Attestation

(Please Print or Type Clearly)

Aggregator Name: _____

	PG&E Service Agreement Number	I do not have a Prohibited Resource on-site.	I do have Prohibited Resources on-site.		Number of Prohibited Resources *(If applicable)*	Total Nameplate Capacity of all Prohibited Resources [capacity kW] *(If applicable)*	Default Adjustment Value (*) [capacity kW] *(If applicable)*
			I will not use them during any Demand Response Event.	I may have to run them during Demand Response Events.			
1.		☐	☐	☐			
2.		☐	☐	☐			
3.		☐	☐	☐			
4.		☐	☐	☐			
5.		☐	☐	☐			
6.		☐	☐	☐			
7.		☐	☐	☐			
8.		☐	☐	☐			
9.		☐	☐	☐			
10.		☐	☐	☐			
11.		☐	☐	☐			
12.		☐	☐	☐			
13.		☐	☐	☐			
14.		☐	☐	☐			
15.		☐	☐	☐			
16.		☐	☐	☐			
17.		☐	☐	☐			
18.		☐	☐	☐			
19.		☐	☐	☐			
20.		☐	☐	☐			

(*) Only if the prohibited resource(s) will be used for operational, health, and safety purposes during DR events. The total Default Adjustment Value (DAV) of the resource(s) will be subtracted from the Potential Load Reduction or Nominated Capacity. The DAV of all prohibited resources should equal the Total Nameplate Capacity.

Electric Sample Form No. 79-1076 Sheet 1
Agreement for Aggregators Participating in the Capacity Bidding Program

Please Refer to Attached
Sample Form

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

This Agreement (Agreement) for Aggregators participating in the Capacity Biding Program (CBP) is entered into by and between Pacific Gas and Electric Company (PG&E), a California corporation, and_____ (Aggregator),

a _____. PG&E and Aggregator may sometimes be referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the California Public Utilities Commission (CPUC) has authorized the CBP, a capacity bidding program as set forth in PG&E's Schedule E-CBP, (Schedule E-CBP), which is attached hereto as **Attachment A** and incorporated herein by this reference, whereby PG&E pays eligible Aggregators for participating in the CBP; and

WHEREAS, the CPUC has authorized the participation of Aggregators in the CBP, and Aggregator desires to participate in the CBP subject to the applicable PG&E tariff rules and rate schedules.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

I. AGGREGATOR'S OBLIGATIONS

A. Status; Subject to Applicable PG&E Tariffs. Aggregator's status in the CBP shall be as an "Aggregator" under Schedule E-CBP. Aggregator shall be subject to all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Schedule E-CBP, as such rules and regulations may be amended from time to time.

B. Representation of Customers. Aggregator shall represent those customers in PG&E's electric service territory eligible to participate in the CBP, who have elected to participate through Aggregator with respect to such customer's service agreement(s), by having appropriate contractual or other arrangements with each such eligible customer whereby such customer authorizes Aggregator, as its representative, to receive payments and to pay penalty charges on behalf of such customer in connection with the customer's participation, through Aggregator, in the CBP. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with each customer whom Aggregator represents in the CBP. PG&E shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Aggregator acknowledges and agrees that, in its representation of PG&E customers for the CBP, Aggregator is subject to the terms and conditions of Schedule E-CBP and this Agreement.

C. Aggregator Service Establishment. Aggregator must submit an executed Agreement for Aggregators Participating in the CBP. The Agreement becomes effective upon execution by PG&E.

D. Required Notice to Add or Delete Customers. Once Aggregator has entered into the appropriate contractual or other arrangements with each customer whom Aggregator represents in the CBP, Aggregator can deliver to PG&E a "Notice to Add or Delete Customers Participating in the Capacity Bidding Program" in the form attached hereto as **Attachment B**, adding such customer's service

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

agreement(s) to Aggregator's portfolio. The Notice shall be executed by the Aggregator and each affected customer. Aggregator shall notify PG&E that it has dropped a customer service agreement from its portfolio by delivering to PG&E a "Notice to Add or Delete Customers Participating in the Capacity Bidding Program" signed by customer and Aggregator. Aggregator shall deliver such Notices to PG&E as specified in the Notice.

Alternatively, Aggregators may complete a PG&E approved electronic enrollment pilot process to add or remove a customer from its portfolio.

PG&E must approve each Service Agreement before the Service Agreement can be included in the Aggregator's portfolio. Additions to and deletions from the Aggregator's portfolio will be effective as specified in the E-CBP Tariff and the Notice.

E. Ensure Necessary Arrangements with Scheduling Coordinators for Direct Access and CCA Service Customers. See Schedule E-CBP

F. Secure Customer Participation in Measurement and Evaluation Activities. Aggregator shall agree, and shall cause each customer whom Aggregator represents on the CBP to agree, to (i) allow personnel from the California Energy Commission, PG&E, and their contracting agents reasonable access to customer's facilities to conduct a site visit for measurement and evaluation of activities related to the CBP; and (ii) participate in and complete any surveys needed to enhance the CBP. Aggregator's failure to secure these agreements may result in the termination of this Agreement and/or a determination by PG&E that Aggregator is ineligible to participate in the CBP.

G. Timeliness and Due Diligence. Aggregator shall exercise due diligence in meeting its obligations and deadlines under Schedule E-CBP and this Agreement to facilitate customer participation through Aggregator in the CBP.

H. Prohibited Resources. The "Agreement for Aggregators Participating in the Capacity Bidding Program" is contingent upon compliance with the prohibition, including the submission of customer attestations for non-residential customers. Aggregators shall ensure that Prohibited Resources are not used to reduce load during a demand response event, unless the non-residential customer has provided a valid attestation supporting its eligibility for an adjustment to the incentives paid based on the nameplate capacity of the Prohibited Resource, and that they are enforcing the Prohibited Resources policy. Proportional cost burdens for the Verification Administrator and the implementation of the verification plan may be shared by the customers on this Schedule.

Aggregators with non-residential customers are responsible for:

(a) Obtaining and storing signed attestations and providing PG&E valid attestation documentation in a mutually agreed upon format from all existing customers. Aggregators are required to complete the Add or Delete Attestation form (79-1075) upon enrollment of a new customer;
(b) Communicating changes to customer attestations on a monthly basis to PG&E;
(c) Providing PG&E with supporting documentation for changes to attestations and/or changes in a customer's DAV by providing documentation in the form of a work order, invoice, or inspection report. PG&E will confirm and verify that the information submitted is accurate and consistent with the customer's change in DAV.
(d) Storing supporting documentation, including nameplate capacity for each prohibited resource, and making such documentation available upon request by the verification administrator or the Commission.

(e) Submitting the attestations for each non-residential customer service agreement and applicable Default Adjustment Values (DAV), the sum of the nameplate capacity value of the customer's Prohibited Resource(s), to PG&E;

(f) Recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and

(g) Conducting outreach and notification of the prohibition to their customers, which includes developing metrics, targets and record keeping systems to assess the effectiveness of their customer outreach and notification efforts, as well as demonstrating compliance with the above to PG&E upon request.

(h) Ensuring customers participating with an Aggregator are subject to verification as a condition of participation. Verification may require data requests and premise access. Customers are responsible for responding to such requests.

(i) Removing customers that do not comply with the prohibition rules or who do not provide a valid attestation in accordance to the Use of Prohibited Resources Section in Schedule E-CBP. Customers who do not agree to the prohibition rules cannot participate in any affected DR program. If an Aggregator has been notified that a customer has an uncured Type I Violation or a Type II Violation, the Aggregator must remove the customer from its portfolio within 30 days, or PG&E will terminate this agreement. Aggregators shall enforce the verification and validation of such attestation and resolve issues through the dispute resolution process outlined in Schedule E-CBP.

Types of Violations and Non-Compliance:

	Type I Violation	**Type II Violation**
Description	Minor clerical or administrative errors that may be resolved with an updated attestation and *do not involve the use of a prohibited resource to reduce load during a DR event*.	1. Using prohibited resource(s) to reduce load during a DR event despite attesting to not doing so, and / or 2. Submitting an invalid nameplate capacity for a prohibited resource(s) under Attestation Scenario 3.
Scenario(s)	1. Existing customer attests to not having a prohibited resource on site, but in fact has a resource on site. However, customer did not use the resource to reduce load during a DR event. 2. Customer reports a higher-than-actual nameplate capacity.	1. Customer attests to not using a prohibited resource on site. However, customer used the resource to reduce load during a DR event. 2. Customer reports a lower-than-actual nameplate capacity.
Resulting Actions	Existing customer has 60 days from date of notice to cure non-compliance. If an attestation is not submitted within 60 days (uncured non-compliance), the customer will be removed from the Utility's tariff schedule and /	A single instance of non-compliance will result in customer removal from the schedule and ineligibility to enroll in any DR program for 12 calendar months from the removal date. Two or more instances will result in the same

	or the aggregator's portfolio until an attestation is provided.	removal and ineligibility terms for three years.
Refusal to Accept Prohibition as Term of Participating in Utility or Third-Party Aggregator DR Program		
Description	Customer does not agree with prohibition requirements as term of program participation	
Result	Customer is not in eligible to participate in the affected DR program until such time customer agrees with prohibition and submits an attestation.	

Aggregators with residential customers shall include language on the prohibition in the contract or agreement with the participant. This language should be in a separate provision near the beginning of the contract or agreement. Such language should explain that the use of a prohibited resource to reduce load during a dispatch of any CBP PDR resource is forbidden. This language should also explain that compliance may be subject to verification and list all potential consequences for non-compliance. Lastly, Aggregators with residential customers must provide an excerpt of the required language in the contract or agreement to PG&E by December 31 of each year.

II. GENERAL TERMS

A. Definitions. Except where explicitly defined herein, the capitalized terms used in this Agreement shall have the meanings set forth in Schedule E-CBP.

B. Customer-Specific Usage or Meter Data. Upon the addition of a Service Agreement to an Aggregator's portfolio, if a customer has provided consent as set forth in Schedule E-CBP, Usage or meter data for the Service Agreement will become available on a going forward basis unless and until the customer revokes such consent.

III. LIMITATION OF LIABILITIES

A. PG&E shall not be liable to the Aggregator for any damages caused by PG&E's conduct in compliance with, or as permitted by, Schedule E-CBP or other tariffs, this Agreement and associated legal and regulatory requirements related to the CBP.

B. PG&E's liability to Aggregator for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in PG&E's performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall PG&E be liable to Aggregator for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

IV. PAYMENT

A. Payment Terms. During the term of this Agreement, PG&E shall make any payments due to Aggregator (after deducting any amounts due to PG&E) pursuant to the terms and conditions of

Schedule E-CBP within sixty (60) calendar days following the end of each operating month by mailing an invoice and check payable to Aggregator to the following address:

Name: _____
Attention: _____
Address 1: _____
Address 2: _____
City, State, Zip: _____

B. Late Payments. PG&E's charges to Aggregator as provided in Schedule E-CBP and Commission rules will be considered past due if it is not paid within 15 calendar days after transmittal of an invoice by PG&E. If an Aggregator does not pay PG&E's invoice within such 15 calendar days, then:

1. A 7-day notice may be mailed to the Aggregator and to each of the customers in the Aggregator's portfolio. If the charges in the notice remain unpaid after the expiration of the 7-day notice, PG&E shall have the right to terminate the Aggregator Agreement and Aggregator's participation in the CBP. If Aggregator's participation in the CBP is terminated, the Aggregator remains responsible for all outstanding charges billed pursuant to Schedule E-CBP, even if such charges are identified after the termination becomes effective.

2. If the Aggregator agreement is not terminated, the Aggregator will be unable to add customers to its portfolio until late payments are cured.

3. PG&E may require full collateral in the form of cash, irrevocable standby letter of credit, security bond or any other security instrument deemed appropriate by PG&E if the Aggregator makes more than one late payment. If such collateral is requested and not provided by the Aggregator to PG&E, the Aggregator's participation will be subject to termination by PG&E.

V. REPRESENTATIONS AND WARRANTIES

A. Each Party represents and warrants that it is and shall remain in compliance with all applicable laws.

B. Each Party represents and warrants that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

C. Each Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

D. With each submission of a "Notice to Add or Delete Customers Participating in the Capacity Bidding Program," and until such time as Aggregator submits such Notice for the removal of such customer from Aggregator's representation, Aggregator represents and warrants that:

1. Each customer whom Aggregator represents is eligible to participate in the CBP and has elected to participate in the CBP through Aggregator;

2. Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from and to pay penalty charges to PG&E on behalf of such customer in connection with such customer's participation in the CBP.

VI. TERM

A. The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect unless and until the CBP is terminated or revised by a CPUC ruling or this Agreement is terminated by PG&E as provided in Section VII.

B. An Aggregator may request to terminate its participation in this program by submitting to PG&E a completed Cancellation of Contract (Form 62-4778). The termination will be effective on the later of 1) the beginning of the calendar month that is immediately after the initial 12 month term, and 2) the beginning of the calendar month that is closest to but at least thirty (30) calendar days after PG&E received the Cancellation of Contract.

VII. TERMINATION

A. Termination for Default. PG&E may immediately terminate this Agreement upon written notice to Aggregator if Aggregator breaches any material obligation under this Agreement and fails to cure such breach within fifteen (15) calendar days after receiving written notice of the breach. Customer must notify PG&E upon curing identified breach

B. Effect of Termination. Upon an issuance of a notice to terminate this Agreement, PG&E shall have the right to solicit the direct participation in the CBP of customers represented by Aggregator who are eligible to participate directly in the CBP. All Service Agreements will be removed from the Aggregator's portfolio upon the effective date of the termination.

VIII. INDEMNIFICATION

A. Indemnification of PG&E. To the fullest extent permitted by law, Aggregator shall indemnify, defend and hold harmless PG&E, and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Aggregator under this Agreement, (b) any act or omission of Aggregator, whether based upon Aggregator's negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Aggregator's performance or nonperformance under this Agreement.

B. Defense of Claim. If any Claim is brought against the Indemnified Parties, Aggregator shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Aggregator may exist with respect to such Claim. If a conflict precludes Aggregator from assuming the defense, then Aggregator shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' reasonable defense costs through separate counsel of the Indemnified Parties' choice. If Aggregator assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Aggregator of any of its obligations hereunder.

C. Survival. Aggregator's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

IX. NOTICES

A. Mailing Address. Except for payments, which shall be made pursuant to Section IV, any formal notice, request, or demand required or permitted under this Agreement shall be given in writing by PG&E and Aggregator, and shall be (a) mailed by first-class mail, (b) mailed by registered, certified, (c) mailed by overnight mail, (d) delivered by hand, or (e) faxed with confirmation as set forth below, to the other Party as indicated below, or to such other address as the parties may designate by written notice.

To Aggregator:

_____
_____
_____
Phone: _____
Facsimile: _____

To PG&E:

_____
_____
_____
Phone: _____
Facsimile: _____

B. Notices. Notices delivered by hand shall be deemed received when delivered. Notices sent by facsimile shall be deemed received upon receipt but must be confirmed by mail within seventy-two (72) hours. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if certified, registered or overnight mailing is used, as acknowledged by the signed receipt of mailing.

X. CONFIDENTIALITY

A. Confidentiality. Aggregator shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Aggregator, without the express prior written consent of PG&E. As used herein, the term "Confidential Information" means proprietary business, financial and commercial information pertaining to PG&E, customer names and other information related to customers, including energy usage data (Customer Information), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Aggregator prior to obtaining the same from PG&E; (b) information in the public domain at the time of disclosure by Aggregator; (c) information obtained by Aggregator from a third party who did not receive the same, directly or indirectly, from PG&E; or (d) information approved for release by express prior written consent of an authorized representative of PG&E.

B. Use of Confidential Information. Aggregator hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Aggregator agrees to use at least the same degree of care Aggregator uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.

C. Authorized Disclosure. Notwithstanding any other provisions of this Section Aggregator may disclose any of the Confidential Information in the event, but only to the extent, that, based upon advice of counsel, Aggregator is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure, Aggregator shall provide PG&E with prompt written notice of any such requirement so that PG&E (with Aggregator's assistance if requested by PG&E) may seek a protective order or other appropriate remedy.

D. Term. The confidentiality provisions set forth in this Section shall remain in full force and effect with respect to any Confidential Information until the date that is five (5) years after the date of PG&E's disclosure of such Confidential Information to Aggregator pursuant to this Agreement; provided, further, that such confidentiality provisions shall remain in full force and effect with respect to any Customer Information in perpetuity.

E. Remedies. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section and the obligations of Aggregator are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section by Aggregator, PG&E shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to PG&E.

XI. MISCELLANEOUS

A. Assignment. This Agreement, and the rights and obligations granted and/or obtained by Aggregator hereunder, shall not be further transferred or assigned by Aggregator without the prior written consent of PG&E. Any assignment in violation of this section shall be void.

B. Independent Contractor. Aggregator shall perform its obligations under this Agreement as an independent contractor, and no principal-agent or employer-employee relationship or joint venture or partnership shall be created with PG&E.

C. Choice of Law. This Agreement shall be carried out and interpreted under the laws of the State of California, without regard to any conflict of law principles thereof. Except for matters and disputes with respect to which the CPUC is the proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder. The Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

D. Resolution of Disputes. Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party's obligations hereunder shall be reduced to writing and referred to the Parties' designated representative for resolution. The Parties shall be required to meet and confer in an effort to resolve any such dispute.

E. Waiver. Any failure or delay by either Party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.

F. CPUC Jurisdiction: This Agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission and shall at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.

G. Entire Agreement; Amendments. This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be

superseded by an instrument in writing executed by both Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.

Attachment A: *Schedule E-CBP*
Attachment B: *Notice to Add or Delete Customers Participating in the Capacity Bidding Program*

H. Survival. Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement, which, by their nature, survive completion or termination.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of PG&E and Aggregator have executed this Agreement as of the Effective Date.

	PACIFIC GAS AND ELECTRIC COMPANY
(Aggregator Company Name)	
(Signature)	(Signature)
(Type/Print Name)	(Type/Print Name)
(Title)	(Title)
(Date)	(Date)

ATTACHMENT A

SCHEDULE E-CBP

ATTACHMENT B

Notice to Add or Delete Customers Participating in the Capacity Bidding Program

Electric Sample Form No. 79-1078 Sheet 1

Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas and Electric Company's Street Light Facilities

Please Refer to Attached Sample Form

Pacific Gas and Electric Company

DISTRIBUTION
- ☐ Customer
- ☐ Divisions
- ☐ Records Processing (Original)
- ☐ _____

REFERENCES
SA#:_____
PM#:_____
BD#:_____
_____

AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

This Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas and Electric

Company's Street Light Facilities (Agreement) between _____ (Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for security devices and wireless communication equipment described in the attachments to this Agreement.

A. WHEREAS, such equipment will be owned, operated and/or maintained by Customer;

B. WHEREAS, Customer intends to energize such equipment by connecting to Company-owned street light facilities consisting of a street light with an exposed (external) photocell control mounted on a distribution pole or on a dedicated street light pole by means of a bracket or support arm, where PG&E has ownership interest in and maintenance responsibility for the pole, luminaire, support arm, control facility and internal wiring at various locations within the Company's service territory, where the lighting facilities are not a particular aesthetic selection by the street light customer of record and with the exception of series street light circuits served above 480 volts; and

C. WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for such equipment installed subject to this Agreement; and

D. WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from Manufacturer's specifications and operating characteristics of the Customer where the load is 24 hour constant and of one hundred fifty (150) watts or less rated or average consumption on any one street light circuit; and

E. WHEREAS, pursuant to the Company's Electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service for Customer's equipment in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the terms, and covenants contained herein, Customer and Company hereby agree as follows:

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

1. Customer's equipment that is the subject of this Agreement is identified in the data sheets set forth in Attachment A (Equipment). The Equipment will be installed by Customer on the facilities described in Recital Paragraph B above with an energy connection on the Company-owned street light. The energy connection to such street light may be made by the Customer, or, at the Customer's option and expense, by the Company. The energy connection to such Equipment will be made through a twist-lock style connector to an exposed (external) photocell control for the luminaire without impairment to the operation of the street light and with no other modification to the luminaire or control, except for ancillary equipment that draws power through the primary device through a Power Over Ethernet connection or similar means approved by the Company. Each location will be grouped in a specific account, separate from the street light account, identified by either the city or unincorporated county where the Equipment is located for proper billing and accounting. The energy account will be billed on the Company's regular monthly billing cycle for unmetered loads. Billing of fixed usage shall be at the amount indicated in Paragraphs 2 and 3.

2. Energy use for each piece of Equipment will be billed on Schedule A-1 or Schedule B-1 - Small General Service with an appropriate single customer charge for each grouped account.

    a. Customer shall provide the Company with the Manufacturer's documentation on Equipment rating, documented average consumption and other information necessary for the Company to determine applicability of this Agreement prior to installation of Equipment. Attachment A documents the specific Equipment and the kilowatt hours (kWh) to be billed for each Equipment type.

3. The energy charge is based on the monthly kWh calculated from the documentation provided by the customer based on watt rating or average consumption, multiplied by 731 hours per month (for 24-hour continuous usage).

4. Pursuant to Section D of the Company's electric Rule 3, Customer shall furnish the Company with information, in a format acceptable to the Company, which verifies the number and location of all Equipment at each service location and reflecting the net result of any installations and removals. The information to be reported is described in Attachment B. The information shall be provided initially ten (10) days after the first month of installations and on the first business day of January, April, July and October thereafter. Each piece of Equipment shall be marked with its own identifying number or code acceptable for input into Company's billing system. Equipment ownership shall be identifiable from the ground for auditing purposes. The Company may require that Customer affix or install a Radio Frequency Identification Device (RFID), provided by the Company, for inventory verification purposes.

5. If it is determined by the Company that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the otherwise full applicable tariff charges for such electrical load, calculated in accordance with Paragraph 3, above. The Company reserves the right to field or bench test Equipment to verify the inputs described in documentation provided in Paragraph 2.a, above. Customer shall be financially responsible for any damage to Company facilities that results from a failure to accurately report Customer's loads.

6. Auditing may be conducted at the Company's sole discretion. Auditing may commence following the first anniversary of the effective date this Agreement (as defined below). The audit will be conducted by the Company or by an independent auditor selected by the Company. The cost of the audit shall be at the sole expense of the Customer. Customer will provide a complete and accurate inventory and other information as required in Paragraph 4 and in Attachment B. Customer shall provide access to the Equipment and provide assistance to the Company and its auditor to accomplish the audit, including, without limitation, identifying, locating and accessing the Equipment. The Company shall have the right to collect all costs associated with any additional work, including but not limited to, field verification or auditing of devices, bench testing, field amp reads, calculations of loads not required with meter reads, that would otherwise not be incurred in serving metered facilities.

7. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the facilities of the Company or any third party by Customer. Prior to any attachment to Company-owned distribution poles, dedicated street light poles or connection of Equipment to Company owned street light facilities a license agreement with the Company will be required. Such license agreement shall remain a condition of service hereunder. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on or over private property or the public right of way.

8. Except as specifically provided otherwise herein, service furnished in accordance with this Agreement shall be subject to Company's applicable tariffs on file with the California Public Utilities Commission (Commission). This Agreement shall at times be subject to changes or modification by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

9. The Equipment subject to this Agreement shall be installed, maintained and operated at all times in accordance with all Company design standards and requirements and with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95 (collectively "Laws"). Customer shall be responsible to correct all identified violations of Laws and all identified deviations from Company design standards or requirements. Where the Company makes corrections, Customer shall be responsible for all costs for the Company to remedy any notices of violation or infractions imposed on the Company as a result of the Customer's installation or operation of the Equipment, including, without limitation, any infractions under the Commission's General Order 95. Except when otherwise required by the Laws or in the event that the Company determines that the violation, deviation or infraction caused by the Equipment poses a threat to the public or utility worker(s) or that the installed Equipment adversely impacts service reliability, asset life or the safe operation of Company facilities, prior to the Company remedying such violation, deviation or infraction, the Company will give the Customer written notice and the opportunity to remedy the same. If the Customer fails to correct the violation, deviation or infraction within thirty (30) days of such notice, the Company may, but shall not be obligated to, remedy such violation, deviation or infraction.

10. Where the Company determines that the Equipment loads require changes to Company's serving facilities, or where rearrangements are required as a result of the added loads, all such modifications must be performed prior to connection of the Equipment and Customer shall be responsible for all costs associated with the work. Customer shall be financially responsible for any damage to Company facilities resulting from Equipment loads added prior to completion of any required work. Either the Company or Customer may determine that facility modifications are not practical or cost effective for specific locations, in which case service will be provided under Company's approved Tariffs and either an Agreement for Unmetered Electrical Service, form 79-972, or metering may be required.

11. This Agreement shall remain in effect until terminated. This Agreement may be terminated upon forty-five (45) days prior written notice: a) by either party, which shall result in termination of service; or b) by Company upon Customer's default of any of the stated terms, agreements, covenants, conditions and provisions of this Agreement, the license agreement for such equipment or non-conformance with Company's other applicable tariffs. Any notice for termination of this Agreement for default shall specify the nature of the default. Customer may utilize the forty-five (45) days from issuance of such notice to cure the specified default (or in the event of a default which requires in excess of forty-five (45) days to cure, such additional time as is approved in writing by the Company). Timely cure of a specified default will avoid termination for that default. Customer expressly acknowledges that the Company shall not be liable for any costs, expenses, damages, claims or the like caused by or arising out of the Company's termination of this Agreement, including but not limited to any rearrangement, relocation, removal or disconnection expenses. Company may continue to provide service to Customer's Equipment provided that a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status.

12. The Company may at a later date, upon ninety (90) days prior written notice, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue providing unmetered service.

13. Nothing in this Agreement shall preclude the Company from requesting authority from the Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.

14. The Company is authorized to modify the form of Attachment A and B at its sole discretion and at any time require additional reasonable information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.

15. All notices required herein shall be given in writing and delivered personally by United States Postal Service, or other nationally recognized courier service, to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer:	_____	Pacific Gas and Electric Company
Address:	_____	Billing Revenue & Records
	_____	P.O. Box 8239
	_____	Stockton, CA 95208
Attn:	_____	Attn. Unmetered Electric Usage

Customer's bill shall be mailed to the address listed below.

Billing Name: _____

Address: _____

_____

Attn: _____

16. The waiver by either Party of any default in the performance, or failure to insist on strict performance by the other, or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

17. If Customer acquires additional Equipment (connected by another Customer under the provisions of an identical Agreement) through merger, purchase, or other forms of acquisition, all such acquired Equipment shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment A(s), if such additional unmetered facilities have not previously been identified to the Company. Customer must also provide the information required to complete new or modify existing Attachment B(s) as specified in Paragraph 4. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of Paragraph 18.

18. Customer may, with the Company's written consent, assign this Agreement if the assignee agrees in writing to perform all of Customer's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains responsible for all obligations under this Agreement up to the effective date of the assignment. In lieu of an assignment, the Customer's successor in interest may retrofit the Equipment for metering under Company's existing tariffs.

19. Upon termination of this Agreement, Customer shall promptly disconnect Customer's Equipment from the street light facilities. Customer remains responsible for payment of energy and customer charges under this Agreement until Equipment is disconnected.

20. Customer shall indemnify and hold harmless Company, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to employees of Company, Customer or any third party, or from loss, destruction or damage to property, including but not limited to property of Company, Customer, or any third party, arising out of or in any way connected with the performance of this Agreement, however caused, except to the extent caused by the active negligence or willful misconduct of Company, its officers, agents and employees. Customer will, on Company's request, defend any suit asserting a claim covered by this indemnity. Customer will pay all costs that may be incurred by Company in enforcing this indemnity, including reasonable attorneys' fees.

21. PG&E will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of electric energy to the Customer, but does not guarantee continuity or sufficiency of supply. PG&E will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage of any kind of character occasioned thereby if same is caused by inevitable accident, act of God, fire, strikes, riots, war, or any other cause except that arising from its failure to exercise reasonable diligence.

22. This Agreement shall supersede existing letters of understanding, agreements and contracts, whether verbal or written, for the provision of unmetered services to the Equipment.

AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

APPROVED:

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

ELECTRIC SAMPLE FORM NO. 79-1079 Sheet 1

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

Please Refer to Attached
Sample Form

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

This Agreement (Agreement) for Aggregators participating in the Base Interruptible Program (BIP) is entered into by and between Pacific Gas and Electric Company (PG&E), a California corporation, and_____ (Aggregator), a _____. PG&E and Aggregator may sometimes be referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the California Public Utilities Commission (CPUC) has authorized PG&E's Schedule E-BIP, (Schedule E-BIP), which is attached hereto as **Attachment A** and incorporated herein by this reference, whereby PG&E pays eligible Aggregators for participating in the BIP; and

WHEREAS, the CPUC has authorized the participation of Aggregators in BIP, and Aggregator desires to participate in the BIP subject to the applicable PG&E tariff rules and rate schedules.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

I. AGGREGATOR'S OBLIGATIONS

A. Status; Subject to Applicable PG&E Tariffs. Aggregator's status in the BIP shall be as an "Aggregator" under Schedule E-BIP. Aggregator shall be subject to all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Schedule E-BIP, as such rules and regulations may be amended from time to time.

B. Representation of Customers. Aggregator shall represent those customers in PG&E's electric service territory eligible to participate in the BIP, who have elected to participate through Aggregator with respect to such customer's service agreement(s), by having appropriate contractual or other arrangements with each such eligible customer whereby such customer authorizes Aggregator, as its representative, to receive payments and to pay penalty charges on behalf of such customer in connection with the customer's participation, through Aggregator, in the BIP. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with each customer whom Aggregator represents in the BIP. PG&E shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Aggregator acknowledges and agrees that, in its representation of PG&E customers for the BIP, Aggregator is subject to the terms and conditions of Schedule E-BIP and this Agreement.

C. Aggregator Service Establishment. Aggregator must submit an executed Agreement for Aggregators Participating in the BIP. The Agreement becomes effective upon execution by PG&E.

D. Required Notice to Add or Delete Customers. Once Aggregator has entered into the appropriate contractual or other arrangements with each customer whom Aggregator represents in the BIP, Aggregator shall deliver to PG&E a "Notice to Add or Delete Customers Participating in the Base Interruptible Program" in the form attached hereto as **Attachment B**, adding such customer's service agreement(s) to Aggregator's portfolio. The Notice shall be executed by the Aggregator and each affected customer. Aggregator shall notify PG&E that it has dropped a customer service agreement from its portfolio by delivering to PG&E a "Notice to Add or Delete Customers Participating in the Base Interruptible Program" signed by customer and Aggregator. Aggregator shall deliver such Notices to PG&E as specified in the Notice.

PG&E must approve each Service Agreement before the Service Agreement can be included in the Aggregator's portfolio. Additions to and deletions from the Aggregator's portfolio will be effective as specified in the E-BIP Tariff and the Notice.

E. Ensure Necessary Arrangements with Scheduling Coordinators for Direct Access or Community Choice Aggregation Service (CCA Service) Customers. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with the Scheduling Coordinator (SC) and/or the Energy Service Provider (ESP)/Community Choice Aggregator (CCA) for each DA/CCA Service customer whom Aggregator represents in the BIP to ensure that PG&E's SC receives an amount of energy that is equal to the amount of load dropped by Aggregator's customer during a BIP Event. The trade shall be scheduled as a Scheduling Coordinator to Scheduling Coordinator (SC-to-SC) trade to the congestion zone in which the DA/CCA Service customer is located. Aggregator shall not be entitled to any energy payment from PG&E for load dropped by a DA/CCA Service customer during a BIP Event pursuant to an Aggregator nomination unless PG&E receives a SC-to-SC trade for such load reductions during the BIP Event. PG&E shall not be responsible for enforcing requirements applicable to the performance of the Scheduling Coordinators. The Aggregator agrees to follow the SC-to-SC trade protocol in **Attachment C**. Aggregator shall be required to pay any imbalance charges imposed on PG&E by the California Independent System Operator arising from the Aggregator's failure to make a compliant SC-to-SC trade for its DA/CCA Service customer's load drop. The Aggregator is responsible for notifying the ESP/CCA for its DA/CCA Service customers that the ESP/CCA will not be compensated by PG&E for SC-to-SC trades submitted as a result of BIP Events.

F. Secure Customer Participation in Measurement and Evaluation Activities. Aggregator shall agree, and shall cause each customer whom Aggregator represents on the BIP to agree, to (i) allow personnel from the California Energy Commission, PG&E, and their contracting agents reasonable access to customer's facilities to conduct a site visit for measurement and evaluation of activities related to the BIP; and (ii) participate in and complete any surveys needed to enhance the BIP. Aggregator's failure to secure these agreements may result in the termination of this Agreement and/or a determination by PG&E that Aggregator is ineligible to participate in the BIP.

G. Timeliness and Due Diligence. Aggregator shall exercise due diligence in meeting its obligations and deadlines under Schedule E-BIP and this Agreement to facilitate customer participation through Aggregator in the BIP.

H. Prohibited Resources. The "Agreement for Aggregators Participating in the BIP Interruptible Program" is contingent upon compliance with the prohibition and submission of an aggregator customer attestation. Aggregators shall ensure that Prohibited Resources are not used to reduce load during demand response events, unless the customer has provided a valid attestation supporting its eligibility for an adjustment to the incentives paid based on the nameplate capacity of the Prohibited Resource, and that they are enforcing the Prohibited Resources policy. Proportional cost burdens for the Verification Administrator and the implementation of the verification plan may be shared by the customers on this Schedule.

Aggregators are responsible for:

(a) Obtaining and storing signed attestations and providing PG&E valid attestation documentation in a mutually agreed upon format from all existing customers. Aggregators are required to complete the Add or Delete Attestation form (79-1080) upon enrollment of a new customer;
(b) Communicating changes to customer attestations on a monthly basis to PG&E;
(c) Providing PG&E with supporting documentation for changes to attestations and/or changes in a customer's DAV by providing documentation in the form of a work order, invoice, or inspection report. PG&E will confirm and verify that the information submitted is accurate and consistent with the customer's change in DAV;
(d) Storing supporting documentation, including nameplate capacity for each prohibited resource, and making such documentation available upon request by the verification administrator or the Commission.
(e) Submitting the attestations for each customer service agreement and applicable Default Adjustment Values (DAV), the sum of the nameplate capacity value of the customer's Prohibited Resource(s), to PG&E;
(f) Recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and
(g) Conducting outreach and notification of the prohibition to their customers, which includes developing metrics, targets and record keeping systems to assess the effectiveness of their customer outreach and notification efforts, as well as demonstrating compliance with the above to PG&E upon request.
(h) Ensuring customers participating with an Aggregator are subject to verification as a condition of participation. Verification may require data requests and premise access. Customers are responsible for responding to such requests.
(i) Removing customers that do not comply with the prohibition rules or who do not provide a valid attestation in accordance to the "Use of Prohibited Resources" section in Schedule E-BIP. Customers who do not agree to the prohibition rules cannot participate in any affected DR program. If an Aggregator has been notified that a customer has an uncured Type I Violation or a Type II Violation, the aggregator must remove the customer from its portfolio within 30 days, or PG&E will terminate this agreement. Aggregators shall enforce the verification and validation of such attestation and resolve issues through the dispute resolution process outlined in Schedule E-BIP.

- Types of Violations and Non-Compliance:

	Type I Violation	Type II Violation
Description	Minor clerical or administrative errors that may be resolved with an updated attestation and *do not involve the use of a prohibited resource to reduce load during a DR event*.	1. Using prohibited resource(s) to reduce load during a DR event despite attesting to not doing so, and / or 2. Submitting an invalid nameplate capacity for a prohibited resource(s) under Attestation Scenario 3.
Scenario(s)	1. Existing customer attests to not having a prohibited resource on site, but in fact has a resource on site. However, customer did not use the resource to reduce load during a DR event. 2. Customer reports a higher-than-actual nameplate capacity.	1. Customer attests to not using a prohibited resource on site. However, customer used the resource to reduce load during a DR event. 2. Customer reports a lower-than-actual nameplate capacity.
Resulting Actions	Existing customer has 60 days from date of notice to cure non-compliance. If an attestation is not submitted within 60 days (uncured non-compliance), the customer will be removed from the Utility's tariff schedule and / or the aggregator's portfolio until an attestation is provided.	A single instance of non-compliance will result in customer removal from the schedule and ineligibility to enroll in any DR program for 12 calendar months from the removal date. Two or more instances will result in the same removal and ineligibility terms for three years.
Refusal to Accept Prohibition as Term of Participating in Utility or Third-Party Aggregator DR Program		
Description	Customer does not agree with prohibition requirements as term of program participation	
Result	Customer is not in eligible to participate in the affected DR program until such time customer agrees with prohibition and submits an attestation.	

II. GENERAL TERMS

A. Definitions. Except where explicitly defined herein, the capitalized terms used in this Agreement shall have the meanings set forth in Schedule E-BIP.

B. Customer-Specific Usage or Meter Data. Upon the addition of a Service Agreement to an Aggregator's portfolio, Usage or meter data for the Service Agreement will become available on a going forward basis via the format available on PG&E's Website.

III. LIMITATION OF LIABILITIES

A. PG&E shall not be liable to the Aggregator for any damages caused by PG&E's conduct in compliance with, or as permitted by, Schedule E-BIP or other tariffs, this Agreement and associated legal and regulatory requirements related to the BIP.

B. PG&E's liability to Aggregator for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in PG&E's

performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall PG&E be liable to Aggregator for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

IV. PAYMENT

A. Payment Terms. During the term of this Agreement, PG&E shall make any payments due to Aggregator (after deducting any amounts due to PG&E) pursuant to the terms and conditions of Schedule E-BIP to Aggregator to the following address:

Name: _____
Attention: _____
Address 1: _____
Address 2: _____
City, State, Zip: _____
Federal Tax ID: _____

B. Late Payments. PG&E's charges to Aggregator as provided in Schedule E-BIP and Commission rules will be considered past due if it is not paid within 15 calendar days after transmittal of an invoice by PG&E. If an Aggregator does not pay PG&E's invoice within such 15 calendar days, then:

1. A 7-day notice may be mailed to the Aggregator and to each of the customers in the Aggregator's portfolio. If the charges in the notice remain unpaid after the expiration of the 7-day notice, PG&E shall have the right to terminate the Aggregator Agreement and Aggregator's participation in the BIP. If Aggregator's participation in the BIP is terminated, the Aggregator remains responsible for all outstanding charges billed pursuant to Schedule E-BIP, even if such charges are identified after the termination becomes effective.
2. If the Aggregator agreement is not terminated, the Aggregator will be unable to add customers to its portfolio until late payments are cured.
3. PG&E may require full collateral in the form of cash, irrevocable standby letter of credit, security bond or any other security instrument deemed appropriate by PG&E if the Aggregator makes more than one late payment. If such collateral is requested and not provided by the Aggregator to PG&E, the Aggregator's participation will be subject to termination by PG&E.

V. REPRESENTATIONS AND WARRANTIES

A. Each Party represents and warrants that it is and shall remain in compliance with all applicable laws.

B. Each Party represents and warrants that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

C. Each Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

D. With each submission of a "Notice to Add or Delete Customers Participating in the Base Interruptible Program," and until such time as Aggregator submits such Notice for the removal of such customer from Aggregator's representation, Aggregator represents and warrants that:

1. Each customer whom Aggregator represents is eligible to participate in the BIP and has elected to participate in the BIP through Aggregator;
2. Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from and to pay penalty charges to PG&E on behalf of such customer in connection with such customer's participation in the BIP.

VI. TERM

A. The term of this Agreement shall commence as of the Effective Date and shall continue in full force unless terminated earlier pursuant to this section, Schedule E-BIP, or Section VII.

B. An Aggregator may request to terminate its participation in this program by submitting to PG&E a completed Cancellation of Contract (Form 62-4778) during the program's opt-out period in November.

VII. TERMINATION

A. Termination for Default. PG&E may immediately terminate this Agreement upon written notice to Aggregator if Aggregator breaches any material obligation under this Agreement and fails to cure such breach within fifteen (15) calendar days after receiving written notice of the breach. Customer must notify PG&E upon curing identified breach.

B. Effect of Termination. Upon an issuance of a notice to terminate this Agreement, PG&E shall have the right to solicit the direct participation in the BIP of customers represented by Aggregator who are eligible to participate directly in the BIP. All Service Agreements will be removed from the Aggregator's portfolio upon the effective date of the termination.

VIII. INDEMNIFICATION

A. Indemnification of PG&E. To the fullest extent permitted by law, Aggregator shall indemnify, defend and hold harmless PG&E, and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Aggregator under this Agreement, (b) any act or omission of Aggregator, whether based upon Aggregator's negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Aggregator's performance or nonperformance under this Agreement.

B. Defense of Claim. If any Claim is brought against the Indemnified Parties, Aggregator shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Aggregator may exist with respect to such Claim. If a conflict precludes Aggregator from assuming the defense, then Aggregator shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' reasonable defense

costs through separate counsel of the Indemnified Parties' choice. If Aggregator assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Aggregator of any of its obligations hereunder.

C. Survival. Aggregator's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

IX. NOTICES

A. Mailing Address. Except for payments, which shall be made pursuant to Section IV, any formal notice, request, or demand required or permitted under this Agreement shall be given in writing by PG&E and Aggregator, and shall be (a) mailed by first-class mail, (b) mailed by registered, certified, (c) mailed by overnight mail, (d) delivered by hand, or (e) faxed with confirmation as set forth below, to the other Party as indicated below, or to such other address as the parties may designate by written notice.

To Aggregator:

_____
_____
_____
Phone: _____
Facsimile: _____

To PG&E:

_____
_____
_____
Phone: _____
Facsimile: _____

B. Notices. Notices delivered by hand shall be deemed received when delivered. Notices sent by facsimile shall be deemed received upon receipt but must be confirmed by mail within seventy-two (72) hours. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if certified, registered or overnight mailing is used, as acknowledged by the signed receipt of mailing.

X. CONFIDENTIALITY

A. Confidentiality. Aggregator shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Aggregator, without the express prior written consent of PG&E. As used herein, the term "Confidential Information" means proprietary business, financial and commercial information pertaining to PG&E, customer names and other information related to customers, including energy usage data (Customer Information), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Aggregator prior to obtaining the same from PG&E; (b) information in the public domain at the time of disclosure by Aggregator; (c) information obtained by Aggregator from a third party who did not receive the same, directly or indirectly, from PG&E; or (d) information approved for release by express prior written consent of an authorized representative of PG&E.

B. Use of Confidential Information. Aggregator hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Aggregator agrees to use at least the same degree of care Aggregator uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.

C. Authorized Disclosure. Notwithstanding any other provisions of this Section Aggregator may disclose any of the Confidential Information in the event, but only to the extent, that, based upon advice of counsel, Aggregator is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure, Aggregator shall provide PG&E with prompt written notice of any such requirement so that PG&E (with Aggregator's assistance if requested by PG&E) may seek a protective order or other appropriate remedy.

D. Term. The confidentiality provisions set forth in this Section shall remain in full force and effect with respect to any Confidential Information until the date that is five (5) years after the date of PG&E's disclosure of such Confidential Information to Aggregator pursuant to this Agreement; provided, further, that such confidentiality provisions shall remain in full force and effect with respect to any Customer Information in perpetuity.

E. Remedies. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section and the obligations of Aggregator are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section by Aggregator, PG&E shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to PG&E.

XI. MISCELLANEOUS

A. Assignment. This Agreement, and the rights and obligations granted and/or obtained by Aggregator hereunder, shall not be further transferred or assigned by Aggregator without the prior written consent of PG&E. Any assignment in violation of this section shall be void.

B. Independent Contractor. Aggregator shall perform its obligations under this Agreement as an independent contractor, and no principal-agent or employer-employee relationship or joint venture or partnership shall be created with PG&E.

C. Choice of Law. This Agreement shall be carried out and interpreted under the laws of the State of California, without regard to any conflict of law principles thereof. Except for matters and disputes with respect to which the CPUC is the proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder. The Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

D. Resolution of Disputes. Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party's obligations hereunder shall be reduced to writing and referred to the Parties' designated representative for resolution. The Parties shall be required to meet and confer in an effort to resolve any such dispute.

E. Waiver. Any failure or delay by either Party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.

F. CPUC Jurisdiction: This Agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission and shall at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.

G. Entire Agreement; Amendments. This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.

Attachment A: *Schedule E-BIP*
Attachment B: *Notice to Add or Delete Customers Participating in the Base Interruptible Program*

H. Survival. Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement, which, by their nature, survive completion or termination.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of PG&E and Aggregator have executed this Agreement as of the Effective Date.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Aggregator)	
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

ATTACHMENT A

Schedule E-BIP

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

ATTACHMENT B

Notice to Add or Delete Customers Participating In the Base Interruptible Program
(Form 79-1080)

ELECTRIC SAMPLE FORM NO. 79-1080 Sheet 1

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

Please Refer to Attached Sample Form

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

Instructions: Aggregators and Customers use this notice to officially notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator's BIP portfolio and are required to attest to whether they have a Prohibited Resource, and if they do, whether they intend to use the resource to reduce load during a demand response (DR) event .

PG&E may verify the information on this notice with the Customer.

Aggregator Company Name:	

This notice adds or deletes a customer's Service Agreement(s) (SA) from the Aggregator's BIP portfolio. PG&E will review and approve each SA to be added to determine if it meets the minimum requirements as specified in Schedule E-BIP. PG&E must approve each SA before it can be included in an Aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's approval date.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the BIP for the Customer's Service Agreements shown on the next page. Such authority is subject to the applicable terms and conditions of Schedule E-BIP and the Agreement For Aggregators Participating In Base Interruptible Program (Form 79-1079).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-BIP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-BIP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer's interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E's agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator's solicitation of Customer or with the Aggregator's performance any of its functions in the BIP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E's tariffs or for any damages caused by Aggregator's failure to perform any commitment to the Customer.

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.

Customer Name:		Aggregator Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

Notice by Aggregator to Add/Delete Customers

(Please Print or Type Clearly)

Aggregator Name: _____

	Add/ Delete/Re-designate[1]	Customer Site Name	PG&E Service Agreement Number	Electric Meter Number	Service Address & City	FSL
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						

[1] Customers may re-designate their firm service level or discontinue participation in the Program only once each year during the month of November.

Prohibited Resources Attestation

Customers enrolling in Schedule E-BIP are required to attest to whether or not they have a Prohibited Resource, and if they do, whether or not they intend to use the resource to reduce load during a Demand Response (DR) event.

The following list of distributed energy technologies are prohibited in providing load reduction during DR events: Technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping Combined Heat and Power (CHP) or non-CHP configuration ("Prohibited Resources"). The following resources are exempt from the prohibition: pressure reduction turbines, waste-heat-to-power bottoming cycle CHP, as well as energy storage resources not coupled with fossil-fueled generation.

Customers must select one of the following options and agree to the Terms and Conditions to be able to enroll into the Base Interruptible Program by completing the options on page 4 of this form:

- I do not have a Prohibited Resource on-site.

- I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.

- I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety reasons, health reasons, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives / charge for my account.

If a customer attests to having a Prohibited Resource and plans to use it for safety, health, or operational reasons to reduce load during a Demand Response event, then the customer's aggregator will be responsible for collecting and providing the Default Adjustment Value (DAV) based on the nameplate capacity of the resource. If the customer has multiple prohibited resources for the same service agreement, then the DAV will be the sum of the nameplate capacity values from all prohibited resources on the same site that are used to reduce load during a Demand Response event. Customers participating in Schedule E-BIP will be allowed to adjust their DAV at any time, under certain conditions, namely that: (a) the customer's change in DAV results from a change in the operational status of a prohibited resource associated with the customer's service agreement; and (b) that PG&E can verify this and approves. The DAV will be used to adjust the demand response incentives/charges.

Customers in Schedule E-BIP who do not complete the attestation and return it to PG&E, will not be eligible to participate in the program until they do so. A customer that is found in violation of the prohibited resources requirements will be removed from the program by their aggregator if they are enrolled via a third party, and certain violations may cause the customer to be ineligible for all demand response programs subject to the prohibited resource requirement in Decision 16-09-056.

Customer compliance may be subject to verification by a Verification Administrator (which may be either PG&E or a third party).

Pacific Gas and Electric Company

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

Prohibited Resource Attestation

(Please Print or Type Clearly)

Aggregator Name: _____

	PG&E Service Agreement Number	I do not have a Prohibited Resource on-site.	I do have Prohibited Resources on-site.		Number of Prohibited Resources *(If applicable)*	Total Nameplate Capacity of all Prohibited Resources [capacity kW] *(If applicable)*	Default Adjustment Value (*) [capacity kW] *(If applicable)*
			I will not use them during any Demand Response Event.	I may have to run them during Demand Response Events.			
1.		☐	☐	☐			
2.		☐	☐	☐			
3.		☐	☐	☐			
4.		☐	☐	☐			
5.		☐	☐	☐			
6.		☐	☐	☐			
7.		☐	☐	☐			
8.		☐	☐	☐			
9.		☐	☐	☐			
10.		☐	☐	☐			
11.		☐	☐	☐			
12.		☐	☐	☐			
13.		☐	☐	☐			
14.		☐	☐	☐			
15.		☐	☐	☐			
16.		☐	☐	☐			
17.		☐	☐	☐			
18.		☐	☐	☐			
19.		☐	☐	☐			
20.		☐	☐	☐			

(*) Only if the prohibited resource(s) will be used for operational, health, and safety purposes during DR events. The total Default Adjustment Value (DAV) of the resource(s) will be subtracted from the Potential Load Reduction or Nominated Capacity. The DAV of all prohibited resources should equal the Total Nameplate Capacity.

Electric Sample Form No. 79-1095 Sheet 1
Authorization to Receive Customer Information or Act Upon a Customer's Behalf

Please Refer to Attached
Sample Form

AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT UPON A CUSTOMER'S BEHALF

THIS IS A LEGALLY BINDING CONTRACT , PLEASE READ CAREFULLY

(Please Print or Type)

I, _____
NAME TITLE (IF APPLICABLE

of _____ **(Customer) have the following mailing address**
NAME OF CUSTOMER OF RECORD

_____ **, and do hereby appoint**
MAILING ADDRESS CITY STATE ZIP

_____ **of** _____
NAME OF THIRD PARTY MAILING ADDRESS

_____
CITY STATE ZIP

To act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

1. _____ _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

2. _____ _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

3. _____ _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED – This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

☐ 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility[1].

☐ 2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):

- ☐ a. Verification of rate, date of rate change, and related information;
- ☐ b. Contracts and Service Agreements;
- ☐ c. Previous or proposed issuance of adjustments/credits; or
- ☐ d. Other previously issued or unresolved/disputed billing adjustments.

☐ 3. Request investigation of my utility bill(s).

☐ 4. Request special metering, and the right to access interval usage and other metering data on my account(s).

☐ 5. Request rate analysis.

☐ 6. Request rate changes.

☐ 7. Request and receive verification of balances on my account(s) and discontinuance notices.

1 The Utility will provide standard customer information without charge up to two times in a 12-month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT UPON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS[2] (initial one box only):

[2] If no time period is specified, authorization will be limited to a one-time authorization

☐ One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).

☐ One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.

☐ Authorization is given for the period commencing with the date of execution until _____(Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

☐ Hard copy via US Mail (if applicable).

☐ Facsimile at this telephone number: _____

☐ Electronic format via electronic mail (if applicable) to this e-mail address: _____

I (Customer), _____(print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. I understand that 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. **[This form must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality).]**

_____ AUTHORIZED CUSTOMER SIGNATURE

_____ TELEPHONE NUMBER

Executed this _____ **day of** _____ _____ (MONTH, YEAR) **at** _____. (CITY AND STATE WHERE EXECUTED)

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

_____ AGENT SIGNATURE

_____ TELEPHONE NUMBER

_____ COMPANY

Executed this _____ **day of** _____ _____ (MONTH, YEAR)

Electric Sample Form No. 79-1096 Sheet 1
Authorization to Receive Customer Information or Act Upon a Customer's Behalf (Spanish)

Please Refer to Attached
Sample Form

AUTORIZACIÓN PARA RECIBIR INFORMACIÓN PERSONAL DE UN CLIENTE O PARA ACTUAR EN SU REPRESENTACIÓN

EL PRESENTE ES UN CONTRATO JURÍDICAMENTE VINCULANTE _ LÉALO DETENIDAMENTE

(Por favor, escriba a máquina o con letra de imprenta)

INFORMACIÓN IMPORTANTE PARA CLIENTES DE PG&E – ASEGÚRESE DE LEER PRIMERO

De acuerdo a las políticas de privacidad de PG&E, que pueden encontrarse en el sitio www.pge.com (con algunas excepciones), por lo general PG&E no vende o divulga ninguna información personal a terceros, como su nombre, dirección, número de teléfono o información pertinente a su cuenta o facturas de gas o electricidad, salvo que usted haya consentido expresamente a que un tercero acceda a su información personal. El propósito de este formulario es que usted pueda ejercitar su derecho de autorizar o no a que PG&E divulgue su información personal a un tercero específico. Por favor, tenga en cuenta que usted no tiene obligación de compartir su información personal con un tercero y no tiene obligación de firmar este formulario. Además, como se indica a continuación, usted tiene ciertos derechos a ser informado en detalle sobre las personas que tendrán acceso a su información personal, los fines para los que esta información será usada, y los procedimientos que usted puede utilizar para poner fin o revocar su autorización de divulgar dicha información. Antes de firmar este formulario, usted debe asegurarse de completar y revisar la descripción detallada de la información que autoriza a divulgar a un tercero, y de los propósitos de uso que éste tiene para dicha información. Una vez que haya autorizado a un tercero a acceder a su información personal, usted es responsable de asegurarse que ese tercero no divulgue dicha información en el futuro.

Por favor lea cuidadosamente y preste atención a los detalles del siguiente formulario, y por favor provea toda la información requerida. PG&E no entregará su información personal a un tercero a menos que este formulario sea completado en su totalidad. PG&E proveerá información estándar del cliente sin cargo hasta dos veces en el periodo de 12 meses por cada cuenta. Después de dos pedidos en un año, usted será responsable por los cargos que pudieran incurrirse para procesar su pedido.

Si usted tiene alguna pregunta acerca de este formulario de autorización o acerca de las políticas de privacidad de PG&E en general, contacte a PG&E al 1-800-743-5000 o por E-mail escribiendo a CorrespondenceManage@pge.com

Yo _____
NOMBRE PUESTO (SI ES PERTINENTE)

de _____ **(Cliente) tiene la siguiente dirección postal**
NOMBRE DEL CLIENTE REGISTRADO

_____ **, y a través del presente designo a**
DIRECCIÓN POSTAL CIUDAD ESTADO CÓDIGO POSTAL

_____ **de** _____
NOMBRE DEL TERCERO DIRECCIÓN POSTAL

_____
CIUDAD ESTADO CÓDIGO POSTAL

para actuar como mi agente y asesor (Agente) para la(s) cuenta(s) que aparece(n) listada(s) y en las categorías indicadas más adelante:

CUENTAS INCLUIDAS EN ESTA AUTORIZACIÓN:

1. _____ _____
DIRECCIÓN DEL SERVICIO CIUDAD NÚMERO DE CUENTA DEL SERVICIO

2. _____ _____
DIRECCIÓN DEL SERVICIO CIUDAD NÚMERO DE CUENTA DEL SERVICIO

† La información recabada en este formulario se utiliza de acuerdo con la Política de Privacidad de PG&E.
La Política de Privacidad está disponible en pge.com/privacy.

3. _____ _____

DIRECCIÓN DEL SERVICIO CIUDAD NÚMERO DE CUENTA DEL SERVICIO

(Para más de tres cuentas, por favor enumere las cuentas adicionales en una hoja de papel por separado y adjúntela a este formulario)

INFORMACIÓN, FUNCIONES Y ACTOS AUTORIZADOS – Esta autorización le proporciona autoridad al Agente. Subsecuentemente, el Agente debe suministrar instrucciones/solicitudes específicas por escrito (el uso de E-mail es aceptable) acerca de la(s) cuenta(s) particular(es) antes de que alguna información sea divulgada o una acción sea llevada a cabo. Bajo algunas circunstancias, la función o acto solicitado podría incurrir en un costo para usted, el cliente. Las solicitudes de información podrían estar limitadas al periodo de 12 meses más reciente.

Yo (Cliente) autorizo a mi Agente a actuar en mi representación en el desempeño de los siguientes actos y funciones específicos (escriba sus iniciales en todos los casilleros pertinentes):

☐ 1. Solicitar y recibir expedientes de facturación, el historial de facturación y todos los datos de medición del consumo que son utilizados para calcular el monto de las facturas de la totalidad de mi(s) cuenta(s), tal como se especifique en el presente, en relación con los servicios públicos suministrados por la Compañía de Servicios Públicos[1].

☐ 2. Solicitar y recibir copias de correspondencia relacionada con mi(s) cuenta(s) relativas a (ponga sus iniciales en todas las respuestas pertinentes):

- ☐ a. Verificación de tarifas, fecha de cambio de tarifas e información relacionada;
- ☐ b. Contratos y Convenios de Servicio;
- ☐ c. Emisión previa o propuesta de ajustes/créditos; o
- ☐ d. Otros ajustes de facturación no resueltos/en disputa que hayan sido emitidos previamente.

☐ 3. Solicitar una investigación de mi(s) cuenta(s) de servicios públicos.

☐ 4. Solicitar una medición especial, y el derecho a tener acceso a información de consumo en intervalos y otra información de medición relacionada con mi(s) cuenta(s).

☐ 5. Solicitar un análisis de tarifas.

☐ 6. Solicitar modificaciones en las tarifas.

☐ 7. Solicitar y recibir verificación de los saldos de mi(s) cuenta(s) y notificaciones de interrupción del servicio.

☐ 8. Otros (como se especifica a continuación)

_____

El Agente provee el siguiente aviso al Cliente respecto a la información que será recolectada en cumplimiento de esta autorización (adjunte una hoja adicional si necesita más espacio):

1. Nombre del tercero que requiere la información:

_____

2. El puesto, dirección del negocio, y numero de teléfono del tercero que es responsable por recolectar y mantener la información conforme a esta Autorización, y quien informará al cliente, cuando se le solicite, de la ubicación y categoría de personas que utilizan la información.

_____

3. La ley, regulación u otra autoridad que permite la recolección y mantenimiento de la información.

_____

4. Las consecuencias si las hubiera, del cliente al no proveer la información.

_____

5. Descripción detallada de la información que se solicita y el principal propósito para el cual dicha información será utilizada.

_____

6. Cualquier divulgación conocida o previsible de la información a otros que pueda sacarse de esta información.

_____

7. El derecho del Cliente de acceder a los récords que contienen la información que está en poder de la agencia.

_____

AUTORIZACIÓN PARA RECIBIR INFORMACIÓN DE UN CLIENTE O ACTUAR EN REPRESENTACIÓN DE UN CLIENTE

YO (CLIENTE) AUTORIZO LA DIVULGACIÓN DE LA INFORMACIÓN SOBRE MI CUENTA Y AUTORIZO A MI AGENTE A ACTUAR EN REPRESENTACIÓN MíA DE LA SIGUIENTE MANERA[2] (ponga sus iniciales únicamente en un casillero):

[2]Si no se especifica un límite de tiempo, la autorización estará limitada a una sola ocasión

☐ Autorización para una ocasión únicamente (limitada a una sola solicitud de información y/o los actos y funciones especificados anteriormente al momento de recibir esta Autorización).

☐ Autorización durante un año – Las solicitudes de información y/o para los actos y funciones especificados anteriormente serán aceptados y tramitados cada vez que sean solicitados dentro de un periodo de doce meses a partir de la fecha de firma de esta Autorización.

☐ Se otorga la Autorización durante el periodo que inicia a partir de la fecha de firma de esta Autorización hasta _____ Las solicitudes de información y/o para los actos y funciones especificados anteriormente serán aceptados y tramitados cada vez que sean solicitados dentro del periodo de vigencia de la Autorización especificado en el presente.

DIVULGACIÓN DE LA INFORMACIÓN SOBRE LA CUENTA:

La Compañía de Servicios Públicos proporcionará la información solicitada anteriormente, en el grado en el que esté disponible, a través de uno de los siguientes medios. El formato que prefiero (prefiere mi Agente) es (marque todas las respuestas correspondientes)

☐ Copia impresa a través del Servicio de Correos de Los EE.UU. (de ser pertinente).

☐ Documento por fax a este número telefónico: _____

☐ Formato electrónico a través de E-mail (de ser pertinente) a esta dirección de E-mail: _____

Yo (El Cliente), _____(nombre del signatario autorizado en letra de imprenta), declaro bajo pena de perjurio según lo dispuesto por las leyes del Estado de California que estoy autorizado para firmar este documento en representación del Cliente Registrado que aparece indicado en la parte superior de este formulario, y que poseo la autoridad para obligar financieramente al Cliente Registrado. Asimismo, también certifico que mi Agente posee la autoridad para actuar en representación mía y solicitar la divulgación de información sobre las cuentas indicadas en este formulario y desempeñar los actos y funciones específicos indicados anteriormente. Comprendo que la Compañía de Servicios Públicos se reserva el derecho de verificar toda solicitud de autorización presentada antes de divulgar información o desempeñar algún acto en representación mía. Autorizo a la Compañía de Servicios Públicos a divulgarle la información solicitada sobre mi cuenta o instalaciones al Agente mencionado anteriormente quien actúa en representación mía en lo relacionado con los asuntos indicados anteriormente. A través del presente, libero de responsabilidad e indemnizo a la Compañía de Servicios Públicos de toda responsabilidad, reclamación, demanda, antecedente de acción judicial, daño o gasto que pudiera resultar de: 1) cualquier divulgación de información a mi Agente de conformidad con esta Autorización; 2) el uso autorizado de esta información por parte de mi Agente; y 3) cualquier acción tomada por mi Agente de conformidad con esta Autorización, incluyendo modificaciones en las tarifas. Comprendo que puedo cancelar esta Autorización en cualquier momento con tan sólo presentar una solicitud por escrito. Entiendo que este acuerdo podrá ser sujeto en todo momento a modificaciones tales como las que podría exigir ocasionalmente la Comisión de Servicios Públicos de California en ejercicio de su jurisdicción. **[Este formulario debe estar firmado por el cliente o una persona autorizada por el cliente (por ejemplo, un agente o una persona a la que el cliente haya otorgado "poder notarial" para este propósito).]**

_____ FIRMA DEL CLIENTE AUTORIZADO

_____ NÚMERO TELEFÓNICO

Firmado este día _____ **de** _____ **de** _____ **en** _____.

MES AÑO CIUDAD Y ESTADO DONDE ES FIRMADO

Yo (El Agente), a través del presente libero de responsabilidad e indemnizo a la Compañía de Servicios Públicos de toda responsabilidad, reclamación, demanda, antecedente de acción judicial, daño o gasto que pudiera resultar del uso de la información sobre el cliente obtenida de conformidad con esta autorización y de desempeñar cualquier acción de conformidad con esta autorización, incluyendo la modificación de las tarifas.

_____ FIRMA DEL AGENTE

_____ NÚMERO TELEFÓNICO

_____ COMPAÑÍA

Firmado este día _____ **de** _____ **de** _____

MES AÑO

Electric Sample Form No. 79-1097 Sheet 1
Request Change of Mailing Address to a Third Party Change of Address

Please Refer to Attached
Sample Form

REQUEST CHANGE OF MAILING ADDRESS TO A THIRD PARTY CHANGE OF ADDRESS

(Please Type or Print)

1. CUSTOMER INFORMATION:

_____
CUSTOMER/COMPANY NAME

_____
MAILING ADDRESS

_____
CITY STATE ZIP

(____)_____ (____)_____
TELEPHONE NUMBER FACSIMILE NUMBER

2. REQUESTED CHANGE TO MAILING ADDRESS (In order for this form to be processed, all of the following information must be provided):

_____
INFORMATION RECIPIENT

C/O _____
COMPANY NAME (If Applicable)

_____
MAILING ADDRESS

_____
CITY STATE ZIP

(____)_____ (____)_____
TELEPHONE NUMBER FACSIMILE NUMBER

CHANGE OF MAILING ADDRESS SHOULD TAKE EFFECT ON _____.
DATE

3. ACCOUNTS INCLUDED IN THIS REQUEST:

ADDRESS	CITY	SERVICE ACCOUNT NUMBER
ADDRESS	CITY	SERVICE ACCOUNT NUMBER
ADDRESS	CITY	SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form.)

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

REQUEST CHANGE OF MAILING ADDRESS TO A THIRD PARTY CHANGE OF ADDRESS

4. By signing below, Customer and Information Recipient acknowledge that account information affected by this request for change of mailing address includes all utility bills (gas and/or electric), bill inserts, discontinuance notices, and other information normally sent to the mailing address on an account(s).

If Pacific Gas and Electric Company (the Company) becomes aware of returned bills, or that the Information Recipient is no longer at the address specified on this form or is repackaging the Company's bill and other information transmitted therewith in a manner unacceptable to the Company, the Company will immediately and without prior notification to Customer or Information Recipient terminate this authorization and revert the mailing address to the Customer's service address, or other mailing address if in the Company's possession and available.

5. I, (Information Recipient), understand that this change of address form authorization does not confer any rights or privileges to act on the customer's behalf. Further, I agree that I will not reorganize or repackage the Company's bill, or other information transmitted therewith, without first providing the reformatted or repackaged bill or information transmitted therewith to the Company. I understand that no reorganizing or repackaging of said information is permitted by the Company without its prior written consent. I release, hold harmless, and indemnify the Company from any claims, damages or expenses resulting from the unauthorized use of this account information, and from the customer's failure to receive the bill, legal and safety notices, discontinuance and other notices, bill inserts and other related rate information. I will not provide this information to other parties without customer authorization.

INFORMATION RECIPIENT	ADDRESS
INFORMATION RECIPIENT SIGNATURE	CITY, STATE, ZIP

6. I, (Customer/Company), authorize the Company to change the mailing address on the accounts listed on this form. I understand that, as a result of this change of address request, I may no longer receive the bill, legal and safety notices, discontinuance and other notices, bill inserts, and other related rate information. I further understand and represent that this change of address form authorization does not confer any rights or privileges upon the third party bill information recipient to act on my behalf. I release, hold harmless, and indemnify the Company from any claims, damages or expenses associated with my failure to receive the bill, legal and safety notices, discontinuance and other notices, bill inserts, and other related rate information and from the unauthorized use of this account information. I further understand that if I should pay the information recipient or any other third party for charges owed to Pacific Gas and Electric Company as a result of the use of this form I will continue to be ultimately responsible for the payment of those charges to Pacific Gas and Electric Company until the payment is forwarded to Pacific Gas and Electric Company by the information recipient or other third party. If the information recipient or other third party fails to pay Pacific Gas and Electric Company in accordance with the Company's Rule 11 (discontinuance procedures) for any reason, I understand that I will be responsible for the payment of those utility charges to Pacific Gas and Electric Company. I further certify that I have authority to authorize the change of address for the accounts listed on this form. I understand that 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.

AUTHORIZED CUSTOMER/COMPANY NAME	DEPARTMENT	
AUTHORIZED SIGNATURE	TITLE	DATE

Electric Sample Form No. 79-1099 Sheet 1
Property Management Authorization Agreement

Please Refer to Attached
Sample Form

PROPERTY MANAGEMENT AUTHORIZATION AGREEMENT

The Property Management Authorization agreement permits account holders who are property owners to specifically delegate certain rights to third parties who are agents for the property owner for the purposes of managing the property owner's PG&E account(s). The customer of record who is a property owner may permit his or her agent, such as a property manager, to receive information or transact business with PG&E on his or her behalf. The customer must specify what information the third party is entitled to receive, what if any act(s) the third party may transact on his/her behalf, and whether the authorization is being provided on a limited basis or on an indefinite basis. The customer of record may revoke or modify the designation of his or her agent for this purpose at any time by submitting a written request to PG&E.

Please complete and sign the attached form "Property Management Authorization Agreement" and mail to:

Pacific Gas & Electric Company
Property Manager Authorization Department
P.O. Box 24047
Fresno, CA 93706-2010

Fax to:
559-499-5100

Completed forms may be scanned and emailed to our centralized email box at:
businesscustomerhelp@pge.com

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

PROPERTY MANAGEMENT AUTHORIZATION AGREEMENT

I,_____ do hereby appoint
[Name and Title of PG&E Customer of Record]

_____,
[Name and Title of Property Manager with Authority to Manage PG&E Accounts and Bills]

THE AUTHORITY TO MANAGE MY PG&E ACCOUNT(S) LISTED BELOW FOR THE FOLLOWING PERIOD OF TIME (check one box only. If no time period is specified, authorization will be for an indefinite period),

- ☐ Indefinite period, commencing from the date of execution, until PG&E is notified of cancellation
- ☐ Limited period commencing with the date of execution until _____(mm/dd/yr)

AND FOR THE FOLLOWING PURPOSE (check all applicable boxes)**.**

- ☐ Receiving and paying my PG&E bills
- ☐ Receiving and accessing information about my PG&E bills, rates and services
- ☐ Making changes to my PG&E services (Start, stop and transfer service, rate changes, etc.)

PG&E ACCOUNTS COVERED BY THIS AGREEMENT: (check one box only)

- ☐ To authorize management of **ALL EXISTING AND FUTURE** accounts and service addresses please provide the Tax ID number or a reference account number _____.
- ☐ To authorize management of specific accounts only, please list all accounts covered below. [For more than three accounts, please list additional accounts on a separate sheet and attach it to this form]

1. _____ _____
   SERVICE ADDRESS, CITY SERVICE ACCOUNT NUMBER
2. _____ _____
   SERVICE ADDRESS, CITY SERVICE ACCOUNT NUMBER
3. _____ _____
   SERVICE ADDRESS, CITY SERVICE ACCOUNT NUMBER

I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request to PG&E.

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.

EXECUTED BY:

_____ _____
(Signature of Customer of Record) (Date)

_____ _____
(Print Name) (Telephone No.)

_____
(Title)

Electric Sample Form No. 79-1100 Sheet 1

ELECTRIC RULE 21 - AGREEMENT TO INSTALL APPLICANT REQUESTED NGOM SPECIAL FACILITIES FOR SOLAR PERFORMANCE METERING

Please Refer to Attached Sample Form

DISTRIBUTION:

☐ XXXX
☐ XXXX
☐ XXXX
☐ XXXX
☐ _____

REFERENCE:

_____
_____
_____
_____
_____

ELECTRIC RULE 21 - AGREEMENT TO INSTALL APPLICANT REQUESTED NGOM SPECIAL FACILITIES FOR SOLAR PERFORMANCE METERING

At the request of _____("Applicant"), Applicant and **Pacific Gas and Electric Company (PG&E)** hereby enter into this agreement ("Agreement") for the installation of solar generation performance metering equipment, also known as net generation output metering ("NGOM"), to support Applicant's participation in the California Solar Initiative ("CSI") Program. NGOM is required by the California Public Utilities Commission ("CPUC") for participation in the CSI Performance Based Incentive ("PBI") payment structure, and may also be installed to provide Applicant information on Applicant's solar generating system's performance. This Agreement will commence the later of: (1) the date of Agreement's execution; or (2) the date of the first CSI payment.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials, services, and related facilities required therefore, subject to the following conditions:

1. The location and requested work are described as follows: (A detailed description of the materials and facilities to be furnished and/or work to be performed by PG&E is provided below. This includes any data communication and processing services provided by PG&E and/or its selected communication vendors.)

   SERVICE ADDRESS:

   _____

   DESCRIPTION OF FACILITIES (Special Facilities):

   _____

2. Prior to Special Facilities installation, Applicant shall pay to PG&E, promptly upon demand the cost of the equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment in perpetuity (Cost-of-Ownership, COO), and for on-going performance data communication and processing services required for PBI payment calculation and processing through an Equivalent One Time payment based upon the appropriate present-worth-factor ("PWF"). Applicant waives its right to elect the "actual" cost option under Rule 21, and PG&E will use the "estimated" cost option in determining costs. As rearrangement (PG&E service re-configuration following NGOM removal) and meter removal costs are paid by Applicant prior to construction, there will be no true-up upon termination of Agreement, and for the purpose of calculating Applicant's charges under Agreement, a salvage value of zero will be assigned to the meter and other PG&E equipment removed upon termination.

   Performance Data Provider ("PDP") services, if required, will coincide with the 5-year PBI payment schedule. However, Applicants who change their PDP during the 5-year incentive payment term may alternatively select 1, 2, 3, or 4 years of PDP service from PG&E, depending on the length of term remaining on their PBI incentive payment schedule. PDP service provided pursuant to Agreement includes remote communication and collection of

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

interval and cumulative solar production data from the NGOM equipment, and data validation and processing services for the purpose of calculating the monthly PBI payment.

There will be no refund for termination of PDP services fees prior to the requested time period. The costs are summarized as follows on the next page.

Special Facilities to Install NGOM

NGOM installation and removal (**a**)	$ _____
Initial Data Communication Service Activation (**b**)	$ _____
NGOM Rearrangement (**c**)	$ _____
Amount subject to ITCC* (**a + b + c**): $ _____	
Income Tax Component of Contribution (ITCC) (d)	$ _____
Installation Total (a + b + c + d):	$ _____

Equivalent One-Time Payments

NGOM Cost-of-Ownership (e) (applied only to "a")	$ _____
Performance Data Provider (PDP) Services (f)	$ _____
Duration of PDP Service (1, 2, 3, 4, or 5 years):	$ _____
TOTAL DUE (a + b + c + d + e + f):	$ _____

3. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

4. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

5. When installing Special Facilities on Applicant's premises, Applicant grants PG&E the right:

   (a) to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and,

   (b) of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.

6. Applicant understands that, as provided in PG&E's applicable Electric Rule 14, PG&E does not guarantee electric service to be free from outages, interruptions, or curtailments. Applicant further understands that the charges for the Special Facilities represent the additional cost

associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.

7. Special Facilities shall at all times be the property of PG&E.

8. If Applicant terminates this Agreement, the NGOM equipment will be removed. It is Applicant's responsibility at the time of NGOM removal to take action to reestablish the interconnection of their solar system with PG&E's grid. This may entail, but not be limited to, retaining the services of an electrical contractor to provide electrical continuity across the gap previously occupied by the NGOM equipment

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

APPROVED:

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

	PACIFIC GAS AND ELECTRIC COMPANY
Customer/Company	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

Electric Sample Form No. 79-1102 Sheet 1
Section 399.20 Power Purchase Agreement

Please Refer to Attached
Sample Form

DISTRIBUTION:

☐ XXXX
☐ XXXX
☐ XXXX
☐ XXXX
☐ _____

REFERENCE:

_____
_____
_____
_____
_____

SECTION 399.20
POWER PURCHASE AGREEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation ("PG&E" or "Buyer"), and _____ ("Seller") hereby enter into this Power Purchase Agreement ("Agreement"). Seller and PG&E are sometimes 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 appendices, the Parties agree as follows:

1. DOCUMENTS INCLUDED; DEFINED TERMS

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

Appendix A- Definitions

Appendix B- Initial Energy Delivery Date Confirmation Letter

Appendix C- Time of Delivery ("TOD") Periods and Factors

Appendix D- Counterparty Notification Requirements for Outage and Generation Schedule Changes

Appendix E- Description of the Facility

2. SELLER'S GENERATING FACILITY, PURCHASE PRICES AND PAYMENT

2.1 Facility. This Agreement governs PG&E's purchase of the Product from the electrical generating facility (hereinafter referred to as the "Facility" or "Unit" or "Project") as described in this Section.

2.1.1 The Facility is located at:

_____

_____

_____

_____ County, California.

2.1.2 The Facility is named _____.

2.1.3 The Facility's primary fuel is _____ [i.e. biogas, hydro, etc.].

2.1.4 The Facility has a Nameplate of ___ kilowatts ("kW"), at unity power factor at 60 degrees Fahrenheit at sea level and has a primary voltage level of ____ kilovolts

("kV"). Seller shall not modify the Facility to increase the Nameplate without the prior written consent of PG&E. The Nameplate will be net of any Station Use, or in the case of solar it will be net of any inverter losses. The Nameplate will not exceed 1,500 kW.

2.1.5 The Facility is connected to the PG&E electric system at _____ kV.

2.1.6 If not already capable of delivering energy on the Execution Date, the Facility's scheduled Commercial Operation Date is _____.

2.1.7 A description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system, is attached and incorporated herein as Appendix E.

2.1.8 The name and address PG&E uses to locate the electric service account(s) and premises used to interconnect the Facility with PG&E's distribution systems is:

_____

_____

_____

_____

2.2 Transaction. During the Delivery Term of this Agreement, as provided in Section 2.3, Seller shall sell and deliver, or cause to be delivered, and PG&E shall purchase and receive, or cause to be received, the Product from the Facility, up to 1500 kW, at the Delivery Point, as defined pursuant to Section 5.1, pursuant to Seller's election of a (check one) ☐ full buy/sell or ☐ excess sale arrangement as described in paragraphs 2.2.1 and 2.2.2 below. PG&E shall pay Seller the Contract Price, set forth in Section 2.4, in accordance with the terms hereof. In no event shall Seller have the right to procure the Product from sources other than the Facility for sale or delivery to PG&E under this Agreement or substitute such Product. PG&E shall have no obligation to receive or purchase the Product from Seller prior to the Initial Energy Delivery Date, as defined in Section 2.3, or after the end of the Delivery Term, as defined in Section 2.3. The Parties agree that the execution and performance of the Parties under this Agreement shall satisfy PG&E's obligations, if any, under the Public Utility Regulatory Policies Act and its implementing regulations, i.e., 18 C.F.R. §§ 292.303.

2.2.1 Full Buy/Sell. Seller agrees to sell to PG&E the Facility's gross output in kilowatt-hours, net of Station Use and transformation and transmission losses to the Delivery Point into the PG&E system, together with all Green Attributes and Resource

Adequacy Benefits. Seller shall purchase all energy required to serve the Facility's on-site load, net of station use, from PG&E pursuant to PG&E's applicable retail rate schedule.

2.2.2 Excess Sale. Seller agrees to sell to PG&E the Facility's gross output in kilowatt-hours, net of Station Use and any on-site use by Seller and transformation and transmission losses to the Delivery Point into the PG&E system. Seller agrees to convey to PG&E all Green Attributes and Resource Adequacy Benefits associated with the energy sold to PG&E.

2.3 Delivery Term. The Seller shall deliver the Product from the Facility to PG&E for a period of (check one) ☐ ten (10), ☐ fifteen (15), or ☐ twenty (20) Contract Years ("Delivery Term"), which shall commence on the first date on which energy is delivered from the Facility to PG&E ("Initial Energy Delivery Date") under this Agreement and continue until the end of the last Contract Year unless terminated by the terms of this Agreement. The Initial Energy Delivery Date shall occur only when all of the following conditions have been satisfied:

(i) the Commercial Operation Date has occurred, if the Facility was not in operation prior to the Execution Date of this Agreement;

(ii) the Facility's status as an Eligible Renewable Energy Resource, is demonstrated by Seller's receipt of certification from the CEC and is registered in WREGIS; and

(iii) as evidence of the Initial Energy Delivery Date, the Parties shall execute and exchange the "Initial Energy Delivery Date Confirmation Letter" attached hereto as Appendix B on the Initial Energy Delivery Date.

2.4 Contract Price. Once both Parties have executed this Agreement PG&E shall pay Seller for each kilowatt hour ("kWh") of the Product delivered to PG&E during each Contract Year for the Delivery Term at the applicable Market Price Referent specified below for the Facility's actual Commercial Operation Date. Payment shall be adjusted by the appropriate Time of Delivery ("TOD") factor listed in Appendix C.

Adopted 2011 Market Price Referents - Long-Term Contracts[1] (Nominal - dollars/kWh)			
Resource Type	**10-Year**	**15-Year**	**20-Year**

[1] Note: Using 2011 as the base year, Staff calculates MPRs for 2012-2023 that reflect different project online dates. Link to 2011 MPR Model: https://www.cpuc.ca.gov/general.aspx?id=5599

2012 Baseload MPR	0.07688	0.08352	0.08956
2013 Baseload MPR	0.08103	0.08775	0.09375
2014 Baseload MPR	0.08454	0.09151	0.09756
2015 Baseload MPR	0.08804	0.09520	0.10132
2016 Baseload MPR	0.09156	0.09883	0.10509
2017 Baseload MPR	0.09488	0.10223	0.10859
2018 Baseload MPR	0.09831	0.10570	0.11218
2019 Baseload MPR	0.10186	0.10928	0.11587
2020 Baseload MPR	0.10550	0.11296	0.11965
2021 Baseload MPR	0.10916	0.11675	0.12354
2022 Baseload MPR	0.11299	0.12067	0.12752
2023 Baseload MPR	0.11691	0.12469	0.13160

2.5 Billing. PG&E shall pay Seller by check or Automated Clearing House transfer within approximately 30 days of the meter reading date if the value of the purchased Product in a month is at least fifty dollars ($50); if less, PG&E may pay Seller quarterly. PG&E shall have the right, but not the obligation, to read the Facility's meter on a daily basis.

2.6 Title and Risk of Loss. Title to and risk of loss related to Product from the Facility shall transfer from Seller to PG&E at the Delivery Point. Seller warrants that it will deliver to PG&E the Product from the Facility free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

2.7 No Additional Incentives. Seller agrees that during the Term of this Agreement, Seller shall not seek additional compensation or other benefits pursuant to the Self-Generation Incentive Program, as defined in CPUC Decision ("D.") 01-03-073, the California Solar Initiative, as defined in CPUC D.06-01-024, PG&E's net energy metering tariff, or other similar California ratepayer subsidized program relating to energy production with respect to the Facility.

2.8 Private Energy Producer. Seller agrees to provide to Buyer copies of each of the documents identified in PUC Section 2821(d)(1), if applicable, as may be amended from time to time, as evidence of Seller's compliance with such PUC section. Such documentation shall be provided to Buyer within thirty (30) days of Seller's receipt of written request therefor.

3. GREEN ATTRIBUTES; RESOURCE ADEQUACY BENEFITS; EIRP REQUIREMENTS; ERR REQUIREMENTS

3.1 Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

3.2 WREGIS. Prior to the Initial Energy Delivery Date, Seller shall register the Facility in WREGIS and take all other actions necessary to ensure that the energy produced from the Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time. Seller warrants that it shall take all necessary steps to ensure the Renewable Energy Credits transferred to Buyer under this Agreement are tracked in WREGIS and transferred in a timely manner to Buyer through WREGIS for purposes of satisfying Buyer's California Renewables Portfolio Standard Requirements, as may be amended or supplemented by the CPUC or CEC from time to time.

3.2.1 A "WREGIS Certificate Deficit" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the metered energy for the same calendar month ("Deficient Month"). If any WREGIS Certificate Deficit is caused, or the result of any action or inaction, by Seller, then the amount of the Product in the Deficient Month shall be reduced by the amount of the WREGIS Certificate Deficit for the purposes of calculating Buyer's payment(s) to Seller. Any amount owed by Seller to Buyer because of a WREGIS Certificate Deficit shall be made as an adjustment to Seller's next monthly invoice to Buyer, and Buyer shall net such amount against Buyer's subsequent payment(s) to Seller.

3.2.2 Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

3.3 Resource Adequacy Benefits. In accordance with PUC Section 399.20(g), Seller conveys to PG&E all Resource Adequacy Benefits attributable to the physical generating capacity of Seller's Facility to enable PG&E to count such capacity towards PG&E's resource adequacy requirement for purposes of PUC Section 380. Seller shall take all reasonable actions and execute documents and instructions necessary to enable Buyer to secure Resource Adequacy Benefits; Seller shall comply with all applicable reporting requirements.

3.4 Eligible Renewable Resource. Seller will use commercially reasonable efforts to achieve and maintain status as an Eligible Renewable Energy Resource or ERR per the meaning set forth in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision is amended or supplemented from time to time.

[The following Section 3.5 Eligible Intermittent Resources Protocol (EIRP) Requirements applies only to Facilities greater than 1.0 MWs]

3.5 Eligible Intermittent Resources Protocol (EIRP) Requirements. Seller shall provide Buyer with a copy of the notice from CAISO certifying the Project as a Participating Intermittent Resource as soon as practicable after Seller's receipt of such notice of certification. Following such certification (i) Seller at its sole cost shall participate in and comply with EIRP and all additional protocols issued by the CAISO relating to Participating Intermittent Resources (as defined in the CAISO Tariff), and (ii) Buyer in its limited capacity as Seller's Scheduling Coordinator shall facilitate communication with the CAISO and provide other administrative materials to CAISO as necessary to satisfy Seller's obligations as Seller's Scheduling Coordinator and to the extent such actions are at de minimis cost to Buyer.

4. REPRESENTATION AND WARRANTIES; COVENANTS

4.1 Representations and Warranties. On the Execution Date, each Party represents and warrants to the other Party that:

4.1.1 it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

4.1.2 the execution, delivery and performance of this Agreement is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

4.1.3 this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms;

4.1.4 it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt;

4.1.5 there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement; and

4.1.6 it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement.

4.2 General Covenants. Each Party covenants that throughout the Term of this Agreement:

4.2.1 it shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

4.2.2 it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

4.2.3 it shall perform its obligations under this Agreement in a manner that does not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it.

4.3 Seller Representation and Warranty and Covenant.

4.3.1 Representation and Warranty. In addition to the representations and warranties specified in Section 4.1, Seller makes the following additional representations and warranties as of the Execution Date:

(a) Seller's Facility is (check one) ☐ a facility owned by a state, local, or federal agency and used in the treatment or reclamation of sewage and industrial wastes; or ☐ a facility owned by a state, local, or federal agency that develops, stores, distributes or supplies water.

(b) Facility has not received an incentive under the Self-Generation Incentive Program, as defined in CPUC D.01-03-073, the California Solar Initiative, as defined in CPUC D.06-01-024, or PG&E's net energy metering tariff.

(c) Seller's execution of this Agreement will not violate PUC Section 2821(d)(1) if applicable.

(d) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

(e) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation.

To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

4.3.2 Covenant. Seller hereby covenants that throughout the Term of the Agreement, the Facility is, or will qualify prior to the Initial Energy Delivery Date, as an ERR, specifically, Seller and, if applicable, its successors, represents and warrants throughout the term of the Delivery Term of each Transaction entered into under this Agreement that: (a) the Unit(s) qualifies and is certified by the CEC as an Eligible Renewable Energy Resource; and (b) the Unit(s) output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

5. GENERAL CONDITIONS

5.1 Facility Care, Interconnection and Transmission Service. If PG&E does not deem Seller's existing interconnection service, equipment and agreement satisfactory for the delivery of energy under this Agreement, Seller shall execute a Small Generator Interconnection Agreement with PG&E's Generation Interconnection Services Department and pay and be responsible for designing, installing, operating, and maintaining the Facility in accordance with all applicable laws and regulations and shall comply with all applicable PG&E, CAISO, CPUC and FERC tariff provisions, including applicable interconnection and metering requirements. Seller shall also comply with any modifications, amendments or additions to the applicable tariff and protocols. During the Delivery Term, Seller shall arrange and pay independently for any and all necessary costs under any interconnection agreement with PG&E. To make deliveries to PG&E, Seller must maintain an interconnection agreement with PG&E in full force and effect.

5.2 Metering Requirements. Seller shall comply with all applicable rules in installing a meter appropriate for deliveries pursuant to the Full Buy/Sell or Excess Sale arrangement selected in paragraph 2.2, above, which can be electronically read daily by: (a) a telephone and modem; (b) an analog or digital phone connection; or (c) an internet portal address for PG&E's Energy Data Services ("EDS"). Seller shall be responsible for procuring and maintaining the communication link to electronically retrieve this metering data.

5.3 Standard of Care. Seller shall: (a) maintain and operate the Facility and Interconnection Facilities, except facilities installed by PG&E, in conformance with all applicable laws and regulations and in accordance with Good Utility Practices, as defined by PG&E's Wholesale Distribution Tariff and the CAISO Tariff, as they may be amended, supplemented or replaced (in whole or in part) from time to time; (b) obtain any

governmental authorizations and permits required for the construction and operation thereof; and (c) generate, schedule and perform transmission services in compliance with all applicable operating policies, criteria, rules, guidelines and tariffs and Good Utility Practices, as provided in clause (a) above. Seller shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability PG&E incurs as a result of Seller's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Facility throughout the Term of this Agreement.

5.4 Access Rights. PG&E, its authorized agents, employees and inspectors shall have the right to inspect the Facility on reasonable advance notice during normal business hours and for any purposes reasonably connected with this Agreement or the exercise of any and all rights secured to PG&E by law, or its tariff schedules, PG&E Interconnection Handbook and rules on file with the CPUC. PG&E shall make reasonable efforts to coordinate its emergency activities with the Safety and Security Departments, if any, of the Facility operator. Seller shall keep PG&E advised of current procedures for communicating with the Facility operator's Safety and Security Departments.

5.5 Protection of Property. Each Party shall be responsible for protecting its own facilities from possible damage resulting from electrical disturbances or faults caused by the operation, faulty operation, or non-operation of the other Party's facilities and such other Party shall not be liable for any such damages so caused.

5.6 PG&E Performance Excuse; Seller Curtailment.

5.6.1 PG&E Performance Excuse. PG&E shall not be obligated to accept or pay for the Product from the Facility during a Dispatch Down Period, or Force Majeure, as defined in Appendix A.

5.6.2 Seller Curtailment. PG&E may require Seller to interrupt or reduce deliveries of energy: (a) when necessary to construct, install, maintain, repair, replace, remove, or investigate any of its equipment or part of PG&E's transmission system or distribution system or facilities; or (b) if PG&E or the CAISO determines that curtailment, interruption, or reduction is necessary because of a System Emergency, as defined in the CAISO Tariff, Forced Outage, Force Majeure as defined in Appendix A, or compliance with Good Utility Practice, as such term is defined in the CAISO Tariff.

5.7 Notices of Outages. Whenever possible, PG&E shall give Seller reasonable notice of the possibility that interruption or reduction of deliveries may be required.

5.8 Greenhouse Gas Emissions: During the Term, Seller acknowledges that a Governmental Authority may require Buyer to take certain actions with respect to greenhouse gas emissions *attributable to the generation of Energy*, including, but not limited to, reporting, registering, tracking, allocating for or accounting for such emissions. Promptly following Buyer's written request, Seller agrees to take all commercially

reasonable actions and execute or provide any and all documents, information or instruments *with respect to generation by the Project* reasonably necessary to permit Buyer to comply with such requirements, if any.

6. INDEMNITY

Each Party as indemnitor shall save harmless and indemnify the other Party and the directors, officers, and employees of such other Party against and from any and all loss and liability for injuries to persons including employees of either Party, and damages, including property of either Party, resulting from or arising out of: (a) the engineering, design, construction, maintenance, or operation of; or (b) the installation of replacements, additions, or betterments to the indemnitor's facilities. This indemnity and save harmless provision shall apply notwithstanding the active or passive negligence of the indemnitee. Neither Party shall be indemnified for liability or loss, resulting from its sole negligence or willful misconduct. The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

7. LIMITATION OF DAMAGES

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 6 (INDEMNITY), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

8. NOTICES

Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail). Whenever this Agreement requires or permits delivery of a "notice" (or requires a Party to "notify"), the Party with such right or obligation shall provide a written communication in the manner specified below. A notice sent by facsimile transmission or e-

mail will be recognized and shall be deemed received on the Business Day on which such notice was transmitted if received before 5 p.m. Pacific prevailing time (and if received after 5 p.m., on the next Business Day) and a notice by overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party unless it confirms a prior oral communication, in which case any such notice shall be deemed received on the day sent. A Party may change its addresses by providing notice of same in accordance with this provision. All written notices shall be directed as follows:

TO PG&E: Pacific Gas and Electric Company
Attention: Manager, Contract Management
245 Market Street, Mail Code N12E
San Francisco, CA 94177-0001

TO SELLER: _____
_____
_____
_____

9. INSURANCE

9.1 General Liability Coverage.

9.1.1 Seller shall maintain during the performance hereof, General Liability Insurance[2] of not less than $1,000,000 if the Facility's Nameplate is over 100 kW, $500,000 if the Facility's Nameplate is over 20 kW to 100kW or $100,000 if the Facility' Nameplate is 20 kW or below of combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.

9.1.2 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.

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

[2] Governmental agencies which have an established record of self-insurance may provide the required coverage through self-insurance.

9.2 Additional Insurance Provisions.

9.2.1 Evidence of coverage described above in Paragraph 9.1 shall state that coverage provided in primary and is not excess to or contributing with any insurance or self-insurance maintained by PG&E.

9.2.2 PG&E shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.

9.2.3 Seller shall furnish the required certificates and endorsements to PG&E prior to commencing operation.

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

Pacific Gas and Electric Company
Attention: Manager, Insurance Department
77 Beale Street, Room E280
San Francisco, CA 94105

10. TERM, DEFAULT, TERMINATON EVENT AND TERMINATION

10.1 Term. The term of this Agreement shall commence upon the later of: (i) execution by the duly authorized representatives of each of PG&E and Seller; or (ii) when PG&E notifies Seller that PG&E can accommodate Seller's Facility in PG&E's proportionate share of the statewide cumulative total of 250 MW as specified in PUC Section 399.20(e), and shall remain in effect until the conclusion of the Delivery Term or unless terminated sooner pursuant to Section 10.3 of this Agreement (the "Term"). All indemnity rights shall survive the termination of this Agreement for twelve (12) months.

10.2 Termination Event. Buyer shall be entitled to terminate the Agreement upon the occurrence of any of the following, each of which is a "Termination Event":

(a) The Facility has not achieved Commercial Operation within eighteen (18) months of the Execution Date of this Agreement;

(b) Seller has not sold or delivered the Product from the Facility to PG&E for a period of twelve (12) consecutive months;

(c) Seller breaches its covenant to maintain its status as an ERR as set forth in Section 4.3.2. of the Agreement.

10.3 Termination.

10.3.1 Declaration of a Termination Event. If a Termination Event has occurred and is continuing, Buyer shall have the right to: (a) send notice, designating a day, no earlier than five days after such notice is deemed to be received (as provided in Section 8) and no later than 20 days after such notice is deemed to be received (as provided in Section 8), as an early termination date of this Agreement ("Early Termination Date") unless Seller has timely communicated with Buyer and the Parties have agreed to resolve the circumstances giving rise to the termination Event; (b) accelerate all amounts owing between the Parties; and (c) terminate this Agreement and end the Delivery Term effective as of the Early Termination Date.

10.3.2 Release of Liability for Termination Event. Upon termination of this Agreement pursuant to Section 10.3.1, neither Party shall be under any further obligation or subject to liability hereunder, except with respect to the indemnity provision in Section 6 hereof, which shall remain in effect for a period of 12 months following the Early Termination Date.

11. SCHEDULING

11.1 Scheduling Obligations. PG&E shall be Seller's designated Scheduling Coordinator (as defined by CAISO tariff). PG&E will schedule Seller' project using Prudent Utility Practices and Seller shall employ Prudent Utility Practices and exercise reasonable efforts to operate and maintain its project. All generation interconnection and scheduling services shall be performed in accordance with all applicable operating policies, criteria, guidelines and tariffs of the CAISO or its successor, and any other generally accepted operational requirements. Seller, at its own expense, shall be responsible for complying with all applicable contractual, metering and interconnection requirements. Seller shall promptly notify PG&E of significant (i.e., greater than 100 kW) changes to its energy schedules using PG&E's web site (see Appendix D). Seller will exercise reasonable efforts to comply with conditions that might arise if the CAISO modifies or amends its tariffs, standards, requirements, and/or protocols in the future.

11.2 CAISO Charges.

11.2.1 CAISO Charge Obligations. PG&E and Seller shall cooperate to minimize CAISO delivery imbalances and any resulting fees, liabilities, assessments or similar charges assessed by the CAISO ("CAISO Charges") to the extent possible, and shall each promptly notify the other as soon as possible of any material loss of system capability, deviation or imbalance that is occurring or has occurred. Seller shall reimburse PG&E for any CAISO Charges PG&E incurs as a result of Seller's loss of system capability, deviation or imbalance. Any such CAISO Charges reimbursable to PG&E shall be limited to the period until the commencement of the next settlement period following Seller's notification for which the delivery schedule can be adjusted. Notwithstanding anything to the contrary

herein, in the event Seller makes a change to its schedule on the actual date and time of delivery for any reason (other than an adjustment imposed by CAISO) which results in differences between the project's actual generation and the scheduled generation (whether in part or in whole), Seller shall use reasonable efforts to notify PG&E. PG&E will make commercially reasonable efforts to accommodate Seller's changes and mitigate any imbalance penalties or charges levied for such changes.

11.2.2 CAISO Penalties. Seller shall be responsible for any "non-Performance Penalties" assessed to PG&E by the CAISO ("CAISO Penalties"), under the CAISO Tariff Enforcement Protocol, and not due to any fault of PG&E, which shall include, without limitation, any deviation, imbalance or uninstructed energy charges or penalties payable to the CAISO that are due to the fault of Seller. To the extent that Seller materially deviates from its energy schedules (other than an adjustment imposed by the CAISO, a deviation due to any fault of PG&E, or an excused Seller failure to deliver, whether for reasons of Force Majeure or otherwise), and such departure results in CAISO Penalties being assessed to PG&E, such CAISO Penalties shall be passed on to Seller. Any such CAISO Penalties passed on to Seller shall be limited to the period until the commencement of the next settlement period following Seller's notification (as described above) for which the delivery schedule can be adjusted.

12. CONFIDENTIALITY

Seller authorizes PG&E to release to the California Energy Commission ("CEC") and/or the CPUC information regarding the Facility, including the Seller's name and location, and the size, location and operational characteristics of the Facility, the Term, the ERR type, the Initial Energy Delivery Date and the net power rating of the Facility, as requested from time to time pursuant to the CEC's or CPUC's rules and regulations.

13. ASSIGNMENT

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its financing providers and the financing provider(s) shall assume the payment and performance obligations provided under this Agreement with respect to the transferring Party provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request.

14. GOVERNING LAW

This agreement and the rights and duties of the parties hereunder shall be governed by

and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement.

15. SEVERABILITY

If any provision in this Agreement is determined to be invalid, void or unenforceable by the CPUC or any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart. Each Party delivering an executed counterpart of this Agreement by facsimile or PDF transmission will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

17. GENERAL

The CPUC has reviewed and approved this Agreement. No amendment to or modification of this Agreement shall be enforceable unless reduced to writing and executed by both parties. This Agreement shall not impart any rights enforceable by any third party other than a permitted successor or assignee bound to this Agreement. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. The term “including” when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

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

	PACIFIC GAS AND ELECTRIC COMPANY
Seller	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

Appendix A
DEFINITIONS

"Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday during the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party's principal place of business where the relevant Party in each instance shall be the Party from whom the notice, payment or delivery is being sent.

"CAISO" means the California Independent System Operator Corporation or any successor entity performing similar functions.

"CAISO Tariff" means the CAISO FERC Electric Tariff, Third Replacement Volume No. 1, as amended from time to time.

"California Renewables Portfolio Standard" means the renewable energy program and policies established by Senate Bill 1038 and 1078, codified in California Public Utilities Code Sections 399.11 through 399.20 and California Public Resources Code Sections 25740 through 25751, as such provisions may be amended or supplemented from time to time.

"CEC" means the California Energy Commission or its successor agency.

"Commercial Operation Date" means the date on which the Facility is operating and is in compliance with applicable interconnection and system protection requirements, and able to produce and deliver energy to PG&E pursuant to the terms of this Agreement.

"Contract Year" means a period of twelve (12) consecutive months with the first Contract Year commencing on the first day of the month immediately following the Initial Energy Delivery Date and each subsequent Contract Year commencing on the anniversary of the Initial Energy Delivery Date.

"CPUC" means the California Public Utilities Commission, or successor entity.

"Delivery Point" means the point of interconnection to the PG&E distribution or transmission system.

"Dispatch Down Period" means: (a) curtailments ordered by the CAISO or PG&E as a result of a System Emergency, as defined in the CAISO Tariff; or (b) scheduled or unscheduled maintenance on PG&E's transmission, distribution or interconnection facilities that prevents Buyer from receiving Delivered Energy at the Delivery Point. Notwithstanding the foregoing sentence, Buyer shall have the option in its sole discretion to curtail Seller's energy deliveries up to 50 (fifty) hours each calendar year.

"Eligible Renewable Energy Resource" or "ERR" has the meaning set forth in Public Utilities Code Sections 399.12 and California Public Resources Code Section 25741, as either code provision may be amended or supplemented from time to time.

"Execution Date" means the latest signature date found at the end of the Agreement.

"FERC" means the Federal Energy Regulatory Commission or any successor

government agency.

"Forced Outage" means any unplanned reduction or suspension of the electrical output from the Facility resulting in the unavailability of the Facility, in whole or in part, in response to a mechanical, electrical, or hydraulic control system trip or operator-initiated trip in response to an alarm or equipment malfunction and any other unavailability of the Facility for operation, in whole or in part, for maintenance or repair that is not a scheduled maintenance outage and not the result of Force Majeure.

"Force Majeure" means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures to prevent or avoid such event or mitigate the effect of such event on such Party's ability to perform its obligations under this Agreement and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby. Force Majeure shall not be based on: (i) PG&E's inability economically to use or resell the energy or capacity purchased hereunder; (ii) Seller's ability to sell the energy, capacity or other benefits produced by or associated with the Facility at a price greater than the price set forth in this Agreement, (iii) Seller's inability to obtain approvals of any type for the construction, operation, or maintenance of the Facility; (iv) Seller's inability to obtain sufficient fuel to operate the Facility, except if Seller's inability to obtain sufficient fuel is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (v) a Forced Outage except where such Forced Outage is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (vi) a strike or labor dispute limited only to Seller, Seller's affiliates, the Engineering, Procurement, and Construction Contractor or subcontractors thereof; or (vii) any equipment failure not caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure.

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering

the Earth's climate by trapping heat in the atmosphere;[3] (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"Law" means any statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Execution Date, and which becomes effective during the Delivery Term; or any binding interpretation of the foregoing."Market Price Referent" means the market price referent applicable to this Agreement, as determined by the CPUC in accordance with Public Utilities Code Section 399.15(c), as may be amended or modified from time to time.

"Nameplate" has the meaning set forth in Section 2.1.4.

"Product" means the Energy (net of Station Use), capacity and all ancillary products, services or attributes similar to the foregoing which are or can be produced by or associated with the Facility, including, without limitation, renewable attributes, Renewable Energy Credits, Resource Adequacy Benefits and Green Attributes.

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[3] Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

"Renewable Energy Credit" has the meaning set forth in Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

"Resource Adequacy Benefits" means the rights and privileges attached to the Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Facility.

"Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable governmental authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Delivery Term.

"Station Use" means energy consumed within the Facility's electric energy distribution system as losses, as well as energy used to operate the Facility's auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps.

"WREGIS" means the Western Renewable Energy Generating Information System or any successor renewable energy tracking program.

"WREGIS Certificate Deficit" has the meaning set forth in Section 3.2.

Appendix B

INITIAL ENERGY DELIVERY DATE CONFIRMATION LETTER

In accordance with the terms of that certain Section 399.20 Power Purchase Agreement dated _____ ("Agreement") by and between Pacific Gas and Electric Company ("PG&E") and _____ ("Seller"), this letter serves to document the parties further agreement that (i) the conditions precedent to the occurrence of the Initial Energy Delivery Date have been satisfied, and (ii) Seller has scheduled and PG&E has received the energy, as specified in the Agreement, as of this _____ day of _____, _____. This letter shall confirm the Initial Energy Delivery Date, as defined in the Agreement, as the date referenced in the preceding sentence.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below:

By:	By: Pacific Gas and Electric Company
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Appendix C
Time of Delivery (TOD) Periods & Factors

Monthly Period	Super-Peak[1]	Shoulder[2]	Night[3]
Jun – Sep	2.38	1.12	0.59
Oct.- Dec., Jan. & Feb.	1.10	.94	0.66
Mar. – May	1.22	0.90	0.61

Definitions:

1. Super-Peak (5x8) = HE (Hours Ending) 13 – 20 (Pacific Prevailing Time (PPT)), Monday - Friday (*except* NERC holidays) in the applicable Monthly Period.
2. Shoulder = HE 7 - 12, 21 and 22 PPT, Monday - Friday (*except* NERC holidays); and HE 7 - 22 PPT Saturday, Sunday and *all* NERC holidays in the applicable Monthly Period.
3. Night (7x8) = HE 1 - 6, 23 and 24 PPT all days *(including* NERC holidays) in the applicable Monthly Period.

"NERC Holidays" mean the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the 4th Thursday in November. New Year's Day, Independence Day, and Christmas Day, by definition, are predetermined dates each year. However, in the event they occur on a Sunday, the "NERC Holiday" is celebrated on the Monday immediately following that Sunday. However, if any of these days occur on a Saturday, the "NERC Holiday" remains on that Saturday.

Appendix D

COUNTERPARTY NOTIFICATION AND FORECASTING REQUIREMENTS

A. NOTIFICATION REQUIREMENTS FOR START-UP AND SHUTDOWN

Prior to paralleling to or after disconnecting from the electric system, ALWAYS notify your designated Distribution Operator as follows:

1. Call your Distribution Operator for permission to parallel before any start-up.
2. Call your Distribution Operator again after start-up with parallel time.
3. Call your Distribution Operator after any separation and report separation time as well as date and time estimate for return to service.

B. FORECASTING REQUIREMENTS

1. Seller shall abide with all established requirements and procedures described below:

   (a) Generating Facilities 1000 kW and greater must comply with the CAISO Tariff and Protocols while generating facilities under 1000 kW must comply with all applicable interconnection, communication and metering rules; and

   (b) Generating Facilities 100 kW and greater must provide a weekly forecast of their expected generation output.

2. Weekly Energy Forecasting Procedures.

   Seller must meet all of the following requirements specified below:

   Beginning the Wednesday prior to the planned Initial Operation of the Generating Facility, Seller will electronically provide PG&E with an Energy Forecast for the next calendar week, by no later than 5 PM Wednesday of the week preceding the week covered by the Energy Forecast.

   The Weekly Energy Forecast submitted to PG&E shall:
   a) Not include any anticipated or expected electric energy losses;
   b) Be submitted using PG&E's website at http://www.pge.com/odms, or as otherwise instructed by PG&E;
   c) Include Seller's contact information;

d) Limit Day Ahead forecast changes to no less than 100 kW.

3. Outage and Scheduled Maintenance Reporting Procedures.

Submit outage information by posting on PG&E's website at http://www.pge.com/odms. If the website is unavailable, implement the procedures set forth below:

For project outages, complete the specifics below and submit by email to DAenergy@pge.com and Bilat_Settlements@pge.com

Email subject Field: dd/mm/yyyy – dd/mm/yyyy XYZ Company Project #2 Outage Notification

Email body:
Type of Outage: Planned Outage, Forced Outage, Prolonged Outage
Start Date and Start Time
Estimated or Actual End Date and End Time
Date and time when reported to PG&E and name(s) of PG&E representative(s)contacted.

C. CHANGES TO OPERATING PROCEEDURES.

Seller understands and acknowledges that the specified transmission and scheduling mechanisms, metering requirements, Forecasting , Outage and Scheduling Maintenance Reporting Procedures described therein are subject to change by Buyer from time to time and, upon receipt of Notice of any such changes, Seller agrees to work in good faith to implement any such changes as reasonably deemed necessary by Buyer; provided that such change does not result in an increase cost of performance to Seller hereunder other than de minimis amounts.

Appendix E

Attach a description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system.

Electric Sample Form No. 79-1103 Sheet 1
Small Renewable Generator Power Purchase Agreement

Please Refer to Attached
Sample Form

DISTRIBUTION:

☐ XXXX
☐ XXXX
☐ XXXX
☐ XXXX
☐ _____

REFERENCE:

_____
_____
_____
_____
_____

SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation ("PG&E" or "Buyer"), and _____ ("Seller") hereby enter into this Power Purchase Agreement ("Agreement"). Seller and PG&E are sometimes 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 appendices, the Parties agree as follows:

1. DOCUMENTS INCLUDED; DEFINED TERMS

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

Appendix A - Definitions

Appendix B - Initial Energy Delivery Date Confirmation Letter

Appendix C - Time of Delivery ("TOD") Periods and Factors

Appendix D - Counterparty Notification Requirements for Outage and Generation Schedule Changes

Appendix E - Description of the Facility

2. SELLER'S GENERATING FACILITY, PURCHASE PRICES AND PAYMENT

2.1 Facility. This Agreement governs PG&E's purchase of the Product from the electrical generating facility (hereinafter referred to as the "Facility" or "Unit" or "Project") as described in this Section.

2.1.1 The Facility is located at:

_____

_____

_____

_____ County, California.

2.1.2 The Facility is named _____.

2.1.3 The Facility's primary fuel is _____ [i.e. biogas, hydro, etc.].

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

2.1.4 The Facility has a Nameplate of ___ kilowatts ("kW"), at unity power factor at 60 degrees Fahrenheit at sea level and has a primary voltage level of ____ kilovolts ("kV"). Seller shall not modify the Facility to increase the Nameplate without the prior written consent of PG&E. The Nameplate will be net of any Station Use, or in the case of solar it will be net of any inverter losses. The Nameplate will not exceed 1,500 kW.

2.1.5 The Facility is connected to the PG&E electric system at _____ kV.

2.1.6 If not already capable of delivering energy on the Execution Date, the Facility's scheduled Commercial Operation Date is _____.

2.1.7 A description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system, is attached and incorporated herein as Appendix E.

2.1.8 The name and address PG&E uses to locate the electric service account(s) and premises used to interconnect the Facility with PG&E's distribution systems is:

_____

_____

_____

_____

2.2 Transaction. During the Delivery Term of this Agreement, as provided in Section 2.3, Seller shall sell and deliver, or cause to be delivered, and PG&E shall purchase and receive, or cause to be received, the Product from the Facility, up to 1,500 kW, at the Delivery Point, as defined pursuant to Section 5.1, pursuant to Seller's election of a (check one) ☐ full buy/sell or ☐ excess sale arrangement as described in paragraphs 2.2.1 and 2.2.2 below. PG&E shall pay Seller the Contract Price, set forth in Section 2.4, in accordance with the terms hereof. In no event shall Seller have the right to procure the Product from sources other than the Facility for sale or delivery to PG&E under this Agreement or substitute such Product. PG&E shall have no obligation to receive or purchase the Product from Seller prior to the Initial Energy Delivery Date, as defined in Section 2.3, or after the end of the Delivery Term, as defined in Section 2.3.

2.2.1 Full Buy/Sell. Seller agrees to sell to PG&E the Facility's gross output in kilowatt-hours, net of Station Use and transformation and transmission losses to the Delivery Point into the PG&E system, together with all Green Attributes and Resource

Adequacy Benefits. Seller shall purchase all energy required to serve the Facility's on-site load, net of Station Use, from PG&E pursuant to PG&E's applicable retail rate schedule.

2.2.2 Excess Sale. Seller agrees to sell to PG&E the Facility's gross output in kilowatt-hours, net of Station Use and any on-site use by Seller and transformation and transmission losses to the Delivery Point into the PG&E system. Seller agrees to convey to PG&E all Green Attributes and Resource Adequacy Benefits associated with the energy sold to PG&E.

2.3 Delivery Term. The Seller shall deliver the Product from the Facility to PG&E for a period of (check one) ☐ ten (10), ☐ fifteen (15), or ☐ twenty (20) Contract Years ("Delivery Term"), which shall commence on the first date on which energy is delivered from the Facility to PG&E ("Initial Energy Delivery Date") under this Agreement and continue until the end of the last Contract Year unless terminated by the terms of this Agreement. The Initial Energy Delivery Date shall occur only when all of the following conditions have been satisfied:

(i) the Commercial Operation Date has occurred, if the Facility was not in operation prior to the Execution Date of this Agreement;

(ii) the Facility's status as an Eligible Renewable Energy Resource, is demonstrated by Seller's receipt of certification from the California Energy Commission ("CEC") and is registered in WREGIS; and

(iii) as evidence of the Initial Energy Delivery Date, the Parties shall execute and exchange the "Initial Energy Delivery Date Confirmation Letter" attached hereto as Appendix B on the Initial Energy Delivery Date.

2.4 Contract Price. PG&E shall pay Seller for each kilowatt hour ("kWh") of the Product delivered to PG&E during each Contract Year for the Delivery Term at the applicable Market Price Referent specified below for the Facility's actual Commercial Operation Date. Payment shall be adjusted by the appropriate Time of Delivery ("TOD") factor listed in Appendix C.

Adopted 2011 Market Price Referents - Long-Term Contracts[1] (Nominal - dollars/kWh)			
Resource Type	**10-Year**	**15-Year**	**20-Year**

[1] Note: Using 2011 as the base year, Staff calculates MPRs for 2012-2023 that reflect different project online dates. Link to 2011 MPR Model: https://www.cpuc.ca.gov/general.aspx?id=5599

2012 Baseload MPR	0.07688	0.08352	0.08956
2013 Baseload MPR	0.08103	0.08775	0.09375
2014 Baseload MPR	0.08454	0.09151	0.09756
2015 Baseload MPR	0.08804	0.09520	0.10132
2016 Baseload MPR	0.09156	0.09883	0.10509
2017 Baseload MPR	0.09488	0.10223	0.10859
2018 Baseload MPR	0.09831	0.10570	0.11218
2019 Baseload MPR	0.10186	0.10928	0.11587
2020 Baseload MPR	0.10550	0.11296	0.11965
2021 Baseload MPR	0.10916	0.11675	0.12354
2022 Baseload MPR	0.11299	0.12067	0.12752
2023 Baseload MPR	0.11691	0.12469	0.13160

2.5 Billing. PG&E shall pay Seller by check or Automated Clearing House transfer within approximately thirty (30) days of the meter reading date if the value of the purchased Product in a month is at least fifty dollars ($50); if less, PG&E may pay Seller quarterly. PG&E shall have the right, but not the obligation, to read the Facility's meter on a daily basis.

2.6 Title and Risk of Loss. Title to and risk of loss related to the Product from the Facility shall transfer from Seller to PG&E at the Delivery Point. Seller warrants that it will deliver to PG&E the Product from the Facility free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

2.7 No Additional Incentives. Seller agrees that during the Term of this Agreement, Seller shall not seek additional compensation or other benefits pursuant to the Self-Generation Incentive Program, as defined in California Public Utilities Commission ("CPUC") Decision ("D.") 01-03-073, the California Solar Initiative, as defined in CPUC D.06-01-024, PG&E's net energy metering tariff, or other similar California ratepayer subsidized program relating to energy production with respect to the Facility.

2.8 Private Energy Producer. Seller agrees to provide to Buyer copies of each of the documents identified in California Public Utilities Code ("PUC") Section 2821(d)(1), if applicable, as may be amended from time to time, as evidence of Seller's compliance with such PUC section. Such documentation shall be provided to Buyer within thirty (30) days of Seller's receipt of written request.

3. GREEN ATTRIBUTES; RESOURCE ADEQUACY BENEFITS; EIRP REQUIREMENTS; ERR REQUIREMENTS

3.1 Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

3.2 WREGIS. Prior to the Initial Energy Delivery Date, Seller shall register the Facility in WREGIS and take all other actions necessary to ensure that the energy produced from the Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time. Seller warrants that all it shall take all necessary steps to ensure the Renewable Energy Credits transferred to Buyer under this Agreement are tracked in WREGIS and transferred in a timely manner to Buyer through WREGIS for purposes of satisfying Buyer's California Renewables Portfolio Standard Requirements, as may be amended or supplemented by the CPUC or CEC from time to time.

3.2.1 A "WREGIS Certificate Deficit" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the metered energy for the same calendar month ("Deficient Month"). If any WREGIS Certificate Deficit is caused, or the result of any action or inaction, by Seller, then the amount of the Product in the Deficient Month shall be reduced by the amount of the WREGIS Certificate Deficit for the purposes of calculating Buyer's payment(s) to Seller. Any amount owed by Seller to Buyer because of a WREGIS Certificate Deficit shall be made as an adjustment to Seller's next monthly invoice to Buyer, and Buyer shall net such amount against Buyer's subsequent payment(s) to Seller.

3.2.2 Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

3.3 Resource Adequacy Benefits. In accordance with PUC Section 399.20(g), Seller conveys to PG&E all Resource Adequacy Benefits attributable to the physical generating capacity of Seller's Facility to enable PG&E to count such capacity towards PG&E's resource adequacy requirement for purposes of PUC Section 380. Seller shall take all reasonable actions and execute documents and instructions necessary to enable Buyer to secure Resource Adequacy Benefits; Seller shall comply with all applicable reporting requirements.

3.4 Eligible Renewable Resource. Seller will use commercially reasonable efforts to achieve and maintain status as an Eligible Renewable Energy Resource or ERR per the meaning set forth in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision is amended or supplemented from time to time.

[The following Section 3.5 Eligible Intermittent Resources Protocol Requirements applies only to Facilities greater than 1.0 MW]

3.5 Eligible Intermittent Resources Protocol ("EIRP") Requirements. Seller shall provide Buyer with a copy of the notice from CAISO certifying the Facility as a Participating Intermittent Resource as soon as practicable after Seller's receipt of such notice of certification. Following such certification: (i) Seller at its sole cost shall participate in and comply with EIRP and all additional protocols issued by the CAISO relating to Participating Intermittent Resources (as defined in the CAISO Tariff), and (ii) Buyer in its limited capacity as Seller's Scheduling Coordinator shall facilitate communication with the CAISO and provide other administrative materials to the CAISO as necessary to satisfy Seller's obligations and to the extent such actions are at *de minimis* cost to Buyer.

4. REPRESENTATION AND WARRANTIES; COVENANTS

4.1 Representations and Warranties. On the Execution Date, each Party represents and warrants to the other Party that:

4.1.1 it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

4.1.2 the execution, delivery and performance of this Agreement is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

4.1.3 this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms;

4.1.4 it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt;

4.1.5 there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement; and

4.1.6 it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement.

4.2 General Covenants. Each Party covenants that throughout the Term of this Agreement:

4.2.1 it shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

4.2.2 it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

4.2.3 it shall perform its obligations under this Agreement in a manner that does not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it.

4.3 Seller Representation and Warranty and Covenant.

4.3.1 Representation and Warranty. In addition to the representations and warranties specified in Section 4.1, Seller makes the following additional representations and warranties as of the Execution Date:

(a) The Facility has not received an incentive under the Self-Generation Incentive Program, as defined in CPUC D.01-03-073, the California Solar Initiative, as defined in CPUC D.06-01-024, or PG&E's net energy metering tariff.

(b) Seller's execution of this Agreement will not violate PUC Section 2821(d)(1) if applicable.

(c) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

(d) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes

this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

4.3.2 Covenant. Seller hereby covenants that throughout the Term of the Agreement, the Facility is, or will qualify prior to the Initial Energy Delivery Date, as an ERR, specifically, Seller and, if applicable, its successors, represents and warrants throughout the term of the Delivery Term of each Transaction entered into under this Agreement that: (a) the Unit(s) qualifies and is certified by the CEC as an Eligible Renewable Energy Resource; and (b) the Unit(s) output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

5. GENERAL CONDITIONS

5.1 Facility Care, Interconnection and Transmission Service. Seller shall execute a Small Generator Interconnection Agreement with PG&E's Generation Interconnection Services Department and pay and be responsible for designing, installing, operating, and maintaining the Facility in accordance with all applicable laws and regulations and shall comply with all applicable PG&E, CAISO, CPUC and FERC tariff provisions, including applicable interconnection and metering requirements. Seller shall also comply with any modifications, amendments or additions to the applicable tariff and protocols. During the Delivery Term, Seller shall arrange and pay independently for any and all necessary costs under any interconnection agreement with PG&E. To make deliveries to PG&E, Seller must maintain an interconnection agreement with PG&E in full force and effect.

5.2 Metering Requirements. Seller shall comply with all applicable rules in installing a meter appropriate for deliveries pursuant to the Full Buy/Sell or Excess Sale arrangement selected in paragraph 2.2, above, which can be electronically read daily by: (a) a telephone and modem; (b) an analog or digital phone connection; or (c) an internet portal address for PG&E's Energy Data Services ("EDS"). Seller shall be responsible for procuring and maintaining the communication link to electronically retrieve this metering data.

5.3 Standard of Care. Seller shall: (a) maintain and operate the Facility and Interconnection Facilities, except facilities installed by PG&E, in conformance with all applicable laws and regulations and in accordance with Good Utility Practices, as defined by PG&E's Wholesale Distribution Tariff and the CAISO Tariff, as they may be amended, supplemented or replaced (in whole or in part) from time to time; (b) obtain any governmental authorizations and permits required for the construction and operation

thereof; and (c) generate, schedule and perform transmission services in compliance with all applicable operating policies, criteria, rules, guidelines and tariffs and Good Utility Practices, as provided in clause (a) above. Seller shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability PG&E incurs as a result of Seller's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Facility throughout the Term of this Agreement.

5.4 Access Rights. PG&E, its authorized agents, employees and inspectors shall have the right to inspect the Facility on reasonable advance notice during normal business hours and for any purposes reasonably connected with this Agreement or the exercise of any and all rights secured to PG&E by law, or its tariff schedules, PG&E Interconnection Handbook, and rules on file with the CPUC. PG&E shall make reasonable efforts to coordinate its emergency activities with the Safety and Security Departments, if any, of the Facility operator. Seller shall keep PG&E advised of current procedures for communicating with the Facility operator's Safety and Security Departments.

5.5 Protection of Property. Each Party shall be responsible for protecting its own facilities from possible damage resulting from electrical disturbances or faults caused by the operation, faulty operation, or non-operation of the other Party's facilities and such other Party shall not be liable for any such damages so caused.

5.6 PG&E Performance Excuse; Seller Curtailment.

5.6.1 PG&E Performance Excuse. PG&E shall not be obligated to accept or pay for the Product from the Facility during a Dispatch Down Period, or Force Majeure, as defined in Appendix A.

5.6.2 Seller Curtailment. PG&E may require Seller to interrupt or reduce deliveries of energy: (a) when necessary to construct, install, maintain, repair, replace, remove, or investigate any of its equipment or part of PG&E's transmission system or distribution system or facilities; or (b) if PG&E or the CAISO determines that curtailment, interruption, or reduction is necessary because of a System Emergency, as defined in the CAISO Tariff, Forced Outage, Force Majeure as defined in Appendix A, or compliance with Good Utility Practice, as such term is defined in the CAISO Tariff.

5.7 Notices of Outages. Whenever possible, PG&E shall give Seller reasonable notice of the possibility that interruption or reduction of deliveries may be required.

5.8 Greenhouse Gas Emissions: During the Term, Seller acknowledges that a Governmental Authority may require Buyer to take certain actions with respect to greenhouse gas emissions attributable to the generation of energy, including, but not limited to, reporting, registering, tracking, allocating for or accounting for such emissions. Promptly following Buyer's written request, Seller agrees to take all commercially

reasonable actions and execute or provide any and all documents, information or instruments with respect to generation by the Facility reasonably necessary to permit Buyer to comply with such requirements, if any.

6. INDEMNITY

Each Party as indemnitor shall save harmless and indemnify the other Party and the directors, officers, and employees of such other Party against and from any and all loss and liability for injuries to persons including employees of either Party, and damages, including property of either Party, resulting from or arising out of: (a) the engineering, design, construction, maintenance, or operation of; or (b) the installation of replacements, additions, or betterments to the indemnitor's facilities. This indemnity and save harmless provision shall apply notwithstanding the active or passive negligence of the indemnitee. Neither Party shall be indemnified for liability or loss, resulting from its sole negligence or willful misconduct. The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

7. LIMITATION OF DAMAGES

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 6 (INDEMNITY), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

8. NOTICES

Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail). Whenever this Agreement requires or permits delivery of a "notice" (or requires a Party to "notify"), the Party with such right or obligation shall provide a written

communication in the manner specified below. A notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the Business Day on which such notice was transmitted if received before 5 p.m. Pacific prevailing time (and if received after 5 p.m., on the next Business Day) and a notice by overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party unless it confirms a prior oral communication, in which case any such notice shall be deemed received on the day sent. A Party may change its addresses by providing notice of same in accordance with this provision. All written notices shall be directed as follows:

TO PG&E: Pacific Gas and Electric Company
Attention: Manager, Contract Management
245 Market Street, Mail Code N12E
San Francisco, CA 94177-0001

TO SELLER: _____
_____
_____
_____

9. INSURANCE

9.1 General Liability Coverage.

9.1.1 Seller shall maintain during the performance hereof, General Liability Insurance[2] of not less than $1,000,000 if the Facility's Nameplate is over 100 kW, $500,000 if the Facility's Nameplate is over 20 kW to 100kW or $100,000 if the Facility's Nameplate is 20 kW or below of combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.

9.1.2 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.

[2] Governmental agencies which have an established record of self-insurance may provide the required coverage through self-insurance.

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

9.2 Additional Insurance Provisions.

9.2.1 Evidence of coverage described above in Paragraph 9.1 shall state that coverage provided in primary and is not excess to or contributing with any insurance or self-insurance maintained by PG&E.

9.2.2 PG&E shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.

9.2.3 Seller shall furnish the required certificates and endorsements to PG&E prior to commencing operation.

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

Pacific Gas and Electric Company
Attention: Manager, Insurance Department
77 Beale Street, Room E280
San Francisco, CA 94105

10. TERM, DEFAULT, TERMINATON EVENT AND TERMINATION

10.1 Term. The term of this Agreement shall commence upon execution by the duly authorized representatives of each of PG&E and Seller and shall remain in effect until the conclusion of the Delivery Term or unless terminated sooner pursuant to Section 10.3 of this Agreement (the "Term"). All indemnity rights shall survive the termination of this Agreement for twelve (12) months.

10.2 Termination Event. Buyer shall be entitled to terminate the Agreement upon the occurrence of any of the following, each of which is a "Termination Event":

(a) The Facility has not achieved Commercial Operation within eighteen (18) months of the Execution Date of this Agreement;

(b) Seller has not sold or delivered the Product from the Facility to PG&E for a period of twelve (12) consecutive months;

(c) Seller breaches its covenant to maintain its status as an ERR as set forth in Section 4.3.2 of the Agreement.

10.3 Termination.

10.3.1 Declaration of a Termination Event. If a Termination Event has occurred and is continuing, Buyer shall have the right to: (a) send notice, designating a day, no earlier than five (5) days after such notice is deemed to be received (as provided in Section 8) and no later than twenty (20) days after such notice is deemed to be received (as provided in Section 8), as an early termination date of this Agreement ("Early Termination Date") unless Seller has timely communicated with Buyer and the Parties have agreed to resolve the circumstances giving rise to the Termination Event; (b) accelerate all amounts owing between the Parties; and (c) terminate this Agreement and end the Delivery Term effective as of the Early Termination Date.

10.3.2 Release of Liability for Termination Event. Upon termination of this Agreement pursuant to Section 10.3.1, neither Party shall be under any further obligation or subject to liability hereunder, except with respect to the indemnity provision in Section 6 hereof, which shall remain in effect for a period of twelve (12) months following the Early Termination Date.

11. SCHEDULING

11.1 Scheduling Obligations. PG&E shall be Seller's designated Scheduling Coordinator (as defined by CAISO Tariff). PG&E will schedule Seller' project using Prudent Utility Practices and Seller shall employ Prudent Utility Practices and exercise reasonable efforts to operate and maintain its project. All generation interconnection and scheduling services shall be performed in accordance with all applicable operating policies, criteria, guidelines and tariffs of the CAISO or its successor, and any other generally accepted operational requirements. Seller, at it's own expense, shall be responsible for complying with all applicable contractual, metering and interconnection requirements. Seller shall promptly notify PG&E of significant (i.e., greater than 100 kW) changes to its energy schedules using PG&E's web site (see Appendix D). Seller will exercise reasonable efforts to comply with conditions that might arise if the CAISO modifies or amends its tariffs, standards, requirements, and/or protocols in the future.

11.2 CAISO Charges.

11.2.1 CAISO Charge Obligations. PG&E and Seller shall cooperate to minimize CAISO delivery imbalances and any resulting fees, liabilities, assessments or similar charges assessed by the CAISO ("CAISO Charges") to the extent possible, and shall each promptly notify the other as soon as possible of any material loss of system capability, deviation or imbalance that is occurring or has occurred. Seller shall reimburse PG&E for

any CAISO Charges that PG&E incurs as a result of Seller's loss of system capability, deviation, or imbalance. Any such CAISO Charges reimbursable to PG&E shall be limited to the period until the commencement of the next settlement period following Seller's notification for which the delivery schedule can be adjusted. Notwithstanding anything to the contrary herein, in the event Seller makes a change to its schedule on the actual date and time of delivery for any reason (other than an adjustment imposed by CAISO) which results in differences between the project's actual generation and the scheduled generation (whether in part or in whole), Seller shall use reasonable efforts to notify PG&E. PG&E will make commercially reasonable efforts to accommodate Seller's changes and mitigate any imbalance penalties or charges levied for such changes.

11.2.2 CAISO Penalties. Seller shall be responsible for any "non-Performance Penalties" assessed to PG&E by the CAISO ("CAISO Penalties"), under the CAISO Tariff Enforcement Protocol, and not due to any fault of PG&E, which shall include, without limitation, any deviation, imbalance or uninstructed energy charges or penalties payable to the CAISO that are due to the fault of Seller. To the extent that Seller materially deviates from its energy schedules (other than an adjustment imposed by the CAISO, a deviation due to any fault of PG&E, or an excused Seller failure to deliver, whether for reasons of Force Majeure or otherwise), and such departure results in CAISO Penalties being assessed to PG&E, such CAISO Penalties shall be passed on to Seller. Any such CAISO Penalties passed on to Seller shall be limited to the period until the commencement of the next settlement period following Seller's notification (as described above) for which the delivery schedule can be adjusted.

12. CONFIDENTIALITY

Seller authorizes PG&E to release to the CEC and/or the CPUC information regarding the Facility, including the Seller's name and location, and the size, location and operational characteristics of the Facility, the Term, the ERR type, the Initial Energy Delivery Date and the net power rating of the Facility, as requested from time to time pursuant to the CEC's or CPUC's rules and regulations.

13. ASSIGNMENT

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its financing providers and the financing provider(s) shall assume the payment and performance obligations provided under this Agreement with respect to the transferring Party provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the

non-transferring Party may reasonably request.

14. GOVERNING LAW

This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement.

15. SEVERABILITY

If any provision in this Agreement is determined to be invalid, void or unenforceable by the CPUC or any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart. Each Party delivering an executed counterpart of this Agreement by facsimile or PDF transmission will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

17. GENERAL

The CPUC has reviewed and approved this Agreement. No amendment to or modification of this Agreement shall be enforceable unless reduced to writing and executed by both parties. This Agreement shall not impart any rights enforceable by any third party other than a permitted successor or assignee bound to this Agreement. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. The term “including” when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

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

	PACIFIC GAS AND ELECTRIC COMPANY
Seller	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

"Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday during the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party's principal place of business where the relevant Party in each instance shall be the Party from whom the notice, payment or delivery is being sent.

"CAISO" means the California Independent System Operator Corporation or any successor entity performing similar functions.

"CAISO Tariff" means the CAISO FERC Electric Tariff, Fifth Replacement Volume No. 1, as amended from time to time.

"California Renewables Portfolio Standard" means the renewable energy program and policies codified in California Public Utilities Code Sections 399.11 through 399.20 and California Public Resources Code Sections 25740 through 25751, as such provisions may be amended or supplemented from time to time.

"CEC" means the California Energy Commission or its successor agency.

"Commercial Operation Date" means the date on which the Facility is operating and is in compliance with applicable interconnection and system protection requirements, and able to produce and deliver energy to PG&E pursuant to the terms of this Agreement.

"Contract Year" means a period of twelve (12) consecutive months with the first Contract Year commencing on the first day of the month immediately following the Initial Energy Delivery Date and each subsequent Contract Year commencing on the anniversary of the Initial Energy Delivery Date.

"CPUC" means the California Public Utilities Commission, or successor entity.

"Delivery Point" means the point of interconnection to the PG&E distribution or transmission system.

"Dispatch Down Period" means: (a) curtailments ordered by the CAISO or PG&E as a result of a System Emergency, as defined in the CAISO Tariff; or (b) scheduled or unscheduled maintenance on PG&E's transmission, distribution or interconnection facilities that prevents Buyer from receiving Delivered Energy at the Delivery Point. Notwithstanding the foregoing sentence, Buyer shall have the option in its sole discretion to curtail Seller's energy deliveries up to fifty (50) hours each calendar year.

"Eligible Renewable Energy Resource" or "ERR" has the meaning set forth in Public Utilities Code Sections 399.12 and California Public Resources Code Section 25741, as

either code provision may be amended or supplemented from time to time.

"Execution Date" means the latest signature date found at the end of the Agreement.

"FERC" means the Federal Energy Regulatory Commission or any successor government agency.

"Forced Outage" means any unplanned reduction or suspension of the electrical output from the Facility resulting in the unavailability of the Facility, in whole or in part, in response to a mechanical, electrical, or hydraulic control system trip or operator-initiated trip in response to an alarm or equipment malfunction and any other unavailability of the Facility for operation, in whole or in part, for maintenance or repair that is not a scheduled maintenance outage and not the result of Force Majeure.

"Force Majeure" means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures to prevent or avoid such event or mitigate the effect of such event on such Party's ability to perform its obligations under this Agreement and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby. Force Majeure shall not be based on: (i) PG&E's inability economically to use or resell the energy or capacity purchased hereunder; (ii) Seller's ability to sell the energy, capacity or other benefits produced by or associated with the Facility at a price greater than the price set forth in this Agreement, (iii) Seller's inability to obtain approvals of any type for the construction, operation, or maintenance of the Facility; (iv) Seller's inability to obtain sufficient fuel to operate the Facility, except if Seller's inability to obtain sufficient fuel is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (v) a Forced Outage except where such Forced Outage is caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure; (vi) a strike or labor dispute limited only to Seller, Seller's affiliates, the Engineering, Procurement, and Construction Contractor or subcontractors thereof; or (vii) any equipment failure not caused by an event of Force Majeure of the specific type described in any of subsections (i) through (iv) of this definition of Force Majeure.

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its

avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law**,** to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;[3] (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"Law" means any statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Execution Date, and which becomes effective during the Delivery Term; or any binding interpretation of the foregoing.

"Market Price Referent" means the market price referent applicable to this

[3] Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

Agreement, as determined by the CPUC in accordance with Public Utilities Code Section 399.15(c), as may be amended or modified from time to time.

"Nameplate" has the meaning set forth in Section 2.1.4.

"Product" means the energy (net of Station Use), capacity and all ancillary products, services or attributes similar to the foregoing which are or can be produced by or associated with the Facility, including, without limitation, renewable attributes, Renewable Energy Credits, Resource Adequacy Benefits and Green Attributes.

"Renewable Energy Credit" has the meaning set forth in Public Utilities Code Section 399.12(f), as may be amended from time to time or as further defined or supplemented by Law.

"Resource Adequacy Benefits" means the rights and privileges attached to the Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Facility.

"Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable governmental authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Delivery Term.

"Station Use" means energy consumed within the Facility's electric energy distribution system as losses, as well as energy used to operate the Facility's auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps.

"WREGIS" means the Western Renewable Energy Generating Information System or any successor renewable energy tracking program.

"WREGIS Certificate Deficit" has the meaning set forth in Section 3.2.1.

SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

APPENDIX B

Initial Energy Delivery Date Confirmation Letter

In accordance with the terms of that certain Small Renewable Generator Power Purchase Agreement dated _____ ("Agreement") by and between Pacific Gas and Electric Company ("PG&E") and _____ ("Seller"), this letter serves to document the parties further agreement that (i) the conditions precedent to the occurrence of the Initial Energy Delivery Date have been satisfied, and (ii) Seller has scheduled and PG&E has received the energy, as specified in the Agreement, as of this _____ day of _____, _____. This letter shall confirm the Initial Energy Delivery Date, as defined in the Agreement, as the date referenced in the preceding sentence.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below:

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

	PACIFIC GAS AND ELECTRIC COMPANY
Seller	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

APPENDIX C

Time of Delivery (TOD) Periods & Factors

Monthly Period	Super-Peak[1]	Shoulder[2]	Night[3]
Jun – Sep	2.38	1.12	0.59
Oct.- Dec., Jan. & Feb.	1.10	.94	0.66
Mar. – May	1.22	0.90	0.61

Definitions:

1. Super-Peak (5x8) = HE (Hours Ending) 13 – 20 (Pacific Prevailing Time (PPT)), Monday - Friday (*except* NERC holidays) in the applicable Monthly Period.
2. Shoulder = HE 7 - 12, 21 and 22 PPT Monday - Friday (*except* NERC holidays); and HE 7 - 22 PPT Saturday, Sunday and *all* NERC holidays in the applicable Monthly Period.
3. Night (7x8) = HE 1 - 6, 23 and 24 PPT all days *(including* NERC holidays) in the applicable Monthly Period.

"NERC Holidays" mean the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the 4th Thursday in November. New Year's Day, Independence Day, and Christmas Day, by definition, are predetermined dates each year. However, in the event they occur on a Sunday, the "NERC Holiday" is celebrated on the Monday immediately following that Sunday. However, if any of these days occur on a Saturday, the "NERC Holiday" remains on that Saturday.

A. NOTIFICATION REQUIREMENTS FOR START-UP AND SHUTDOWN

Prior to paralleling to or after disconnecting from the electric system, ALWAYS notify your designated Distribution Operator as follows:

1. Call your Distribution Operator for permission to parallel before any start-up.
2. Call your Distribution Operator again after start-up with parallel time.
3. Call your Distribution Operator after any separation and report separation time as well as date and time estimate for return to service.

B. FORECASTING REQUIREMENTS

1. Seller shall abide with all established requirements and procedures described below:

   (a) Generating Facilities 1000 kW and greater must comply with the CAISO Tariff and Protocols while generating facilities under 1000 kW must comply with all applicable interconnection, communication and metering rules; and

   (b) Generating Facilities 100 kW and greater must provide a weekly forecast of their expected generation output.

2. Weekly Energy Forecasting Procedures.

   Seller must meet all of the following requirements specified below:

   Beginning the Wednesday prior to the planned Initial Energy Delivery Date of the Generating Facility, and every Wednesday thereafter, Seller will electronically provide PG&E with an Energy Forecast for the next calendar week, by no later than 5 PM Wednesday of the week preceding the week covered by the Energy Forecast.

   The Weekly Energy Forecast submitted to PG&E shall:

   a) Not include any anticipated or expected electric energy losses;

   b) Be submitted using PG&E's website at http://www.pge.com/odms, or as otherwise instructed by PG&E;

   c) Include Seller's contact information;

   d) Limit Day Ahead forecast changes to no less than 100 kW.

3. Outage and Scheduled Maintenance Reporting Procedures.

Submit outage information by posting on PG&E's website at http://www.pge.com/odms. If the website is unavailable, implement the procedures set forth below:

For project outages, complete the specifics below and submit by email to DAenergy@pge.com and Bilat_Settlements@pge.com

Email subject Field: dd/mm/yyyy – dd/mm/yyyy XYZ Company Project #2 Outage Notification

Email body:

Type of Outage: Planned Outage, Forced Outage, Prolonged Outage
Start Date and Start Time
Estimated or Actual End Date and End Time
Date and time when reported to PG&E and name(s) of PG&E representative(s) contacted.

C. CHANGES TO OPERATING PROCEDURES.

Seller understands and acknowledges that the requirements of Appendix D are subject to change by Buyer from time to time and, upon receipt of Notice of any such changes, Seller agrees to work in good faith to implement any such changes as reasonably deemed necessary by Buyer; provided that such change does not result in an increase cost of performance to Seller other than de minimis amounts.

Appendix E

Attach a description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with PG&E's electric distribution or transmission system.

Electric Sample Form No. 79-1104
Bill Calculation Service Agreement

Sheet 1

Please Refer to Attached
Sample Form

BILL CALCULATION SERVICE AGREEMENT

Pacific Gas and Electric Company (PG&E) and _____(Customer), Service Account Number(s) _____ served under Schedule _____("Applicable Tariff") hereby enter into this Bill Calculation Service Agreement (Agreement) for the provision of fee-based bill calculation services. The purpose of this Agreement is for PG&E to provide bill calculation services for sub-metered tenants of Customer in accordance with the rates applicable to PG&E's residential customers. Customer and PG&E shall be individually referred to herein as a "Party" and collectively as the "Parties."

Section 1: Service Description

1.1 To utilize PG&E bill calculation services, Customer must complete an application and agree to provide required tenant information identified below as: 1.1 a – d.

PG&E shall provide Customer password protected internet access allowing the Customer to transmit Customer's sub-metered tenant data to PG&E. Customer shall provide the following data for each sub-metered tenant for Customer's Service Account(s):

a) sub-metered tenant's identification number or address

b) sub-metered tenant's rate schedule

c) sub-metered tenant's billing period (e.g. beginning and ending dates)

d) sub-metered tenant's gas and/or electric meter reads.

1.2 PG&E shall calculate the sub-metered tenants' bills under the specified rate schedules in effect during the billing periods specified by Customer.

1.3 Should Customer determine that a sub-metered tenant's energy charges need to be recalculated because of incorrect information submitted by Customer to PG&E, Customer shall resubmit the data listed in Section 1.1. Each bill calculation request will result in a corresponding transaction charge to be paid by Customer according to the charges specified in the Applicable Tariff. The Customer will not be charged for additional calculations required due to errors made by PG&E.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

1.4 Customer shall request PG&E to calculate any applicable tenant refunds or credits resulting from orders of the California Public Utilities Commission (Commission) or other mechanisms that would otherwise apply to directly-metered residential customers of PG&E. PG&E shall be required to perform such requested calculations. Customer shall be responsible for the corresponding charges associated with such calculations, according to the charges specified in the Applicable Tariff.

Section 2: Representations

2.1 The accuracy of the calculated sub-metered tenant's energy charges is largely dependent upon the accuracy of the information provided by Customer pursuant to Section 1.1. The data provided by Customer under this Agreement will not undergo the billing validation procedures performed by PG&E with respect to data for directly-metered customers of PG&E. PG&E shall not be responsible for assuring that the information provided by Customer is accurate.

2.2 Customer agrees to assume sole responsibility and risk for the use it makes of the data provided by PG&E to Customer under this Agreement.

2.3 Customer acknowledges that it will be provided a secure user name and password upon service initiation. Customer understands that if the Customer changes or authorizes a third party to change the password, then it will not be accessible to or known by PG&E or third parties that may be involved in providing services on PG&E's behalf. Customer agrees that it is solely responsible for and assumes the risk of maintaining the security of its user name(s) and password(s) by not providing them to unauthorized entities or persons.

2.4 Customer agrees to use the bill calculation services provided under this Agreement only for the Customer's sub-metered tenants located within PG&E's service territory and will not resell or otherwise use said services for any other purpose.

Section 3: Term of Service

3.1 This Agreement shall have a minimum term of twelve (12) months ("Obligation Period") and thereafter become month-to-month with said term to commence the date the Customer is provided internet access for the services described under this Agreement. The Agreement shall terminate on the earlier of (a) following the Obligation Period, the date Customer's service is terminated with PG&E, (b) following the Obligation Period, the date Customer provides PG&E written notice requesting termination of services covered by this Agreement, (c) the date Customer fails to meet its obligations under the terms of this Agreement; or (d) the date the CPUC

authorizes changes to PG&E tariffs including the termination of services or products covered by the Agreement.

3.2 Early termination or periods of suspension of Customer's service during the Obligation Period shall not count toward the minimum term and Customer shall remain liable for the remaining months unpaid in the Obligation Period.

Section 4: Billing and Payment

PG&E will bill and Customer agrees to pay PG&E for all services and products provided by PG&E under this Agreement and Customer's Applicable Tariff. These charges are subject to change by PG&E, upon approval by the CPUC.

Section 5: Limitation of Liability

In no event shall PG&E be liable for any damages which arise in connection with the services provided for Customer under the Applicable Tariff including, but not limited to, any special, indirect, incidental or consequential damages. PG&E's maximum liability hereunder, arising from any cause whatsoever, whether based in contract, warranty, tort (including negligence) strict liability or otherwise, shall not exceed the amount paid by Customer to PG&E.

Section 6: Entire Agreement

This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

Section 7: Enforceability

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

Section 8: Dispute Resolution

8.1 All disputes between the Parties relating to the payment by the customer of any PG&E fees or charges shall be subject to the provisions of PG&E's applicable tariffs governing disputes over customer bills.

8.2 The CPUC shall have jurisdiction to resolve disputes regarding PG&E's or Customer's performance of their obligations under this Agreement.

Section 9: Applicable Law and Venue

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California.

Section 10: Amendments or Modifications

This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction

Section 11: Miscellaneous

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.

The Parties have executed this Agreement on the dates indicated below and agree to abide by the terms and conditions stated herein.

On Behalf of :	On Behalf of:
	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Customer Account: _____

Service Accounts: _____

_____

_____

_____

Electric Sample Form No. 79-1105 Sheet 1

Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets
on
Pacific Gas and Electric Company's Street Light Facilities

Please Refer to Attached
Sample Form

DISTRIBUTION:

☐ XXXX
☐ XXXX
☐ XXXX
☐ XXXX
☐ _____

REFERENCE:

_____
_____
_____
_____
_____

AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO SEASONAL LIGHTING LOADS CONNECTED TO FESTOON OUTLETS ON PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

This Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities (Agreement) between _____ (Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for seasonal decorative equipment connected to street light facilities through festoon outlets.

A. WHEREAS, such seasonal decorative equipment will be owned, operated and/or maintained by Customer; and

B. WHEREAS, the Company historically owns, operates and maintains street light circuits with existing festoon receptacles designed to allow seasonal decorative lighting to be attached and energized; and

C. WHEREAS, Customer intends to energize such equipment by connecting to Company-owned street light facilities through festoon outlet receptacles located a minimum of nine (9) feet above grade at the base of the pole or post; and

D. WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for such equipment installed subject to this Agreement; and

E. WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from Manufacturer's specifications and operating characteristics of the Customer where the load is controlled by a timer (where timer is not accessible by pedestrians) or is 24 hour constant and of one hundred fifty (150) watts or less rated load on any one street light; and

F. WHEREAS, pursuant to the Company's Electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service for Customer's equipment in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the terms, and covenants contained herein, Customer and Company hereby agree as follows:

1. Customer's equipment that is the subject of this Agreement is identified in the data sheets set forth in Attachment A (Equipment). The Equipment will be installed by Customer on the facilities described in Recital Paragraph C above with an energy connection on the Company-owned street light circuit. Each location will be grouped in a specific account, separate from the street light account, identified by either the city or unincorporated county where the Equipment is located for proper billing and accounting. The energy account will be billed on the Company's regular monthly billing cycle for unmetered loads. Billing of fixed usage shall be at the amount indicated in Paragraphs

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

2. Energy use for each piece of Equipment will be billed on Schedule A-1 or B-1 - Small General Service with an appropriate single customer charge for each grouped account. The method of determining the electric usage for such Equipment shall be as follows:

    a) Where Equipment is controlled by a timer, Customer shall provide the timer and shall provide the Company with timer setting details, and detailed manufacturer's specifications. Any such timer must be acceptable to the Company, must be rated for outdoor use, and must have a single on and off setting per day. The daily operating interval (the time between the on and off settings) must be in whole hour increments, or will be rounded to the next higher whole hour increment for purposes of calculating energy used for billing purposes. Billing will be based on the Equipment load and the operating interval selected by the Customer.

    b) Where Equipment is not controlled by a timer, the Equipment will be billed on a 24-hour basis.

    c) Customer shall provide Company with the Manufacturer's documentation on Equipment rating, and other information necessary for the Company to determine applicability of this Agreement prior to installation of Equipment. Attachment A documents the specific Equipment and manufacturer and model number of the timers used to control Equipment, and will be used to record operating interval determined by the Customer and the kilowatt hours (kWh) to be billed for each Equipment type.

3. The energy charge is based on the monthly kWh calculated from the documentation provided by the customer based on Equipment rating multiplied by either 731 hours per month (for 24-hour continuous usage) under paragraph 2b, above; or, by the number of hours calculated on Attachment A based on the operating interval selected by the Customer (for timer controlled usage) under paragraph 2a, above. The charge shall also include all other associated charges under the applicable rate schedule.

4. Pursuant to Section D of the Company's electric Rule 3, Customer shall furnish the Company with information, in a format acceptable to the Company, which verifies the number and location of all Equipment at each service location and reflecting the net result of any installations and removals. The information to be reported is described in Attachment B. The information shall be provided prior to installation of equipment; removals shall be reported when completed. Any changes to the daily operating interval (timer settings as described in paragraph 2a, above) must be reported in advance.

5. If it is determined by the Company that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the otherwise full applicable tariff charges for such electrical load, calculated in accordance with Paragraph 3, above. The Company reserves the right to field or bench test Equipment to verify the inputs described in documentation provided in Paragraph 2, above. Customer shall be financially responsible for any damage to Company facilities that results from a failure to accurately report Customer's loads and operating time intervals.

6. Auditing may be conducted at the Company's sole discretion. Auditing may commence at any time. The audit will be conducted by the Company or by an independent auditor selected by the Company. The cost of the audit shall be at the sole expense of the Customer. Customer will provide a complete and accurate inventory and other information as required in Paragraph 4 and in Attachment B. Customer shall provide access to the Equipment and provide assistance to the Company and its auditor to accomplish the audit, including, without limitation, identifying, locating and accessing the Equipment. The Company shall have the right to collect all costs associated with any additional work, including but not limited to, field verification or auditing of devices, bench testing, field amp or load reads and calculations of loads , that would otherwise not be incurred in serving metered facilities.

7. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the facilities of the Company or any third party by Customer. Prior to any attachment to Company-owned distribution poles, dedicated street light poles or connection of Equipment to Company owned street light facilities a license agreement with the Company will be required. Such license agreement shall remain a condition of service hereunder. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on or over private property or the public right of way.

8. Except as specifically provided otherwise herein, service furnished in accordance with this Agreement shall be subject to Company's applicable tariffs on file with the California Public Utilities Commission (Commission). This Agreement shall at times be subject to changes or modification by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

9. The Equipment subject to this Agreement shall be installed, maintained and operated at all times in accordance with all Company design standards and requirements and with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95 (collectively "Laws"). Customer shall be responsible to correct all identified violations of Laws and all identified deviations from Company design standards or requirements. Where the Company makes corrections, Customer shall be responsible for all costs for the Company to remedy any notices of violation or infractions imposed on the Company as a result of the Customer's installation or operation of the Equipment, including, without limitation, any infractions under the Commission's General Order 95. Except when otherwise required by the Laws or in the event that the Company determines that the violation, deviation or infraction caused by the Equipment poses a threat to the public or utility worker(s) or that the installed Equipment adversely impacts service reliability, asset life or the safe operation of Company facilities, prior to the Company remedying such violation, deviation or infraction, the Company will give the Customer written notice and the opportunity to remedy the same. If the Customer fails to correct the violation, deviation or infraction within thirty (30) days of such notice, the Company may, but shall not be obligated to, remedy such violation, deviation or infraction.

10. Where the Company determines that the Equipment loads require changes to Company's serving facilities, or where rearrangements are required as a result of the added loads, all such modifications must be performed prior to connection of the Equipment and Customer shall be responsible for all costs associated with the work. Customer shall be financially responsible for any damage to Company facilities resulting from Equipment loads added prior to completion of any required work. Either the Company or Customer may determine that facility modifications are not practical or cost effective for specific locations, in which case service will be provided under Company's approved Tariffs and either an Agreement for Unmetered Electrical Service, Form 79-972, or metering may be required.

11. This Agreement shall remain in effect until terminated. This Agreement may be terminated upon forty-five (45) days prior written notice: a) by either party, which shall result in termination of service; or b) by Company upon Customer's default of any of the stated terms, agreements, covenants, conditions and provisions of this Agreement, the license agreement for such equipment or non-conformance with Company's other applicable tariffs. Any notice for termination of this Agreement for default shall specify the nature of the default. Customer may utilize the forty-five (45) days from issuance of such notice to cure the specified default (or in the event of a default which requires in excess of forty-five (45) days to cure, such additional time as is approved in writing by the Company). Timely cure of a specified default will avoid termination for that default. Customer expressly acknowledges that the Company shall not be liable for any costs, expenses, damages, claims or the like caused by or arising out of the Company's termination of this Agreement, including but not limited to any rearrangement, relocation, removal or disconnection expenses. Company may continue to provide service to Customer's Equipment provided that a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status.

12. The Company may at a later date, upon ninety (90) days prior written notice, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue providing unmetered service.

13. Nothing in this Agreement shall preclude the Company from requesting authority from the Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.

14. The Company is authorized to modify the form of Attachment A and B at its sole discretion and at any time require additional reasonable information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.

15. All notices required herein shall be given in writing and delivered personally by United States Postal Service, or other nationally recognized courier service, to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities*

Customer:	_____	Pacific Gas and Electric Company	
Address:	_____	Billing Revenue & Records	
	_____	P.O. Box 8239	
	_____	Stockton, CA 95208	
Attn:	_____	Attn. Unmetered Electric Usage	

Customer's bill shall be mailed to the address listed below.

Billing Name: _____
Address: _____
_____

Attn: _____

16. The waiver by either Party of any default in the performance, or failure to insist on strict performance by the other, or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

17. If Customer acquires additional Equipment (connected by another Customer under the provisions of an identical Agreement) through merger, purchase, or other forms of acquisition, all such acquired Equipment shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment A(s), if such additional unmetered facilities have not previously been identified to the Company. Customer must also provide the information required to complete new or modify existing Attachment B(s) as specified in Paragraph 4. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of Paragraph 18.

18. Customer may, with the Company's written consent, assign this Agreement if the assignee agrees in writing to perform all of Customer's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains responsible for all obligations under this Agreement up to the effective date of the assignment. In lieu of an assignment, the Customer's successor in interest may retrofit the Equipment for metering under Company's existing tariffs.

19. Upon termination of this Agreement, Customer shall promptly disconnect Customer's Equipment from the street light facilities. Customer remains responsible for payment of energy and customer charges under this Agreement until Equipment is disconnected.

20. Customer shall indemnify and hold harmless Company, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to employees of Company, Customer or any third party, or from loss, destruction or damage to property, including but not limited to property of Company, Customer, or any third party, arising out of or in any way connected with the performance of this Agreement, however caused, except to the extent caused by the active negligence or willful misconduct of Company, its officers, agents and employees. Customer will, on Company's request, defend any suit asserting a claim covered by this indemnity. Customer will pay all costs that may be incurred by Company in enforcing this indemnity, including reasonable attorneys' fees.

21. PG&E will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of electric energy to the Customer, but does not guarantee continuity or sufficiency of supply. PG&E will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage of any kind of character occasioned thereby if same is caused by inevitable accident, act of God, fire, strikes, riots, war, or any other cause except that arising from its failure to exercise reasonable diligence.

22. This Agreement shall supersede existing letters of understanding, agreements and contracts, whether verbal or written, for the provision of unmetered services to the Equipment.

APPROVED:

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

	PACIFIC GAS AND ELECTRIC COMPANY
Customer/Company	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

Electric Sample Form No. 79-1107
Streetlight Application for Service

Sheet 1

Please Refer to Attached
Sample Form

STREETLIGHT APPLICATION FOR SERVICE

Please complete this form and submit to PG&E New Construction Services at P.O. Box 24047 Fresno CA, 93706-2010 *or Call 1-877-PGE-SRVC to apply over the phone. This form should be used for Streetlight requests which are not associated with another application. *Indicates optional fields.*

Project Information

☐ Residential Single Family ☐ Residential Subdivision ☐ Commercial/Industrial ☐ Agricultural

☐ Agency (City, County, Cal Trans) ☐ Mix Use

Service Request Date

Project Address or Lot Number City County Zip

Nearest Cross Street

Applicant / Company Name

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address
(Correspondence will be sent via e-mail)

Applicant Address City State Zip

*Representative Name (If different from applicant)

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address

*Representative Address *City *State *Zip

Contract Information

Name/Company to appear on bill
(First Name, Middle Initial, Last Name)

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other

Mailing address for contacts City State Zip

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Pacific Gas and Electric Company

STREETLIGHT APPLICATION FOR SERVICE

Credit Information (Party responsible for energy use after the streetlight is installed)

Legal name to appear on contract

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other

*State of incorporation or LLC _____

Name of person authorized to sign contracts _____ *Title_____
First Name, Middle Initial, Last Name

Mailing address for bill City State Zip

Construction Information

Number of street lights *Watts per lamp *Number of existing street lights to be removed

*Bulb type: ☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor ☐ Mercury Vapor ☐ Metal Halide

☐ Incandescent ☐ Other

*What rate schedule will the lights be placed on? ☐ LS1 ☐ LS2 ☐ OL1 ☐ LS3 ☐ Other (additional forms may be required)

Important Note: *For LS-2 city or county owned street lights, a letter will be required from the city/county accepting ownership of the street lights, which includes the date of acceptance and states they will be responsible for the billing. Until the letter is received and dated with the city/county acceptance, the billing will be placed in the applicant's name and billed according to the rate schedule requested once the lights have been energized. If the city/county does not accept ownership of the street lights or ownership is submitted in the name of a Home Owners Association, the applicant will have to apply for the LS-3 rate schedule. The LS-1 or OL-1 rates can be requested for street lights that are located on private property.*

Agreement to Pay and Signature

I understand that service will be installed based upon the information provided. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this request for service. PG&E may cancel this Request for Service if I do not proceed with the project and it becomes inactive for a period of 12 months. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

I have read the above information. I understand and agree with the provisions and my responsibilities.

Applicant's Signature _____ Print Name _____ Date _____

First Name, Middle Initial, Last Name

Electric Sample Form No. 79-1109 Sheet 1

Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 Megawatt or Less

Please Refer to Attached Sample Form

Pacific Gas and Electric Company®

NEMVMASH

Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 Megawatt or Less

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

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

This *VIRTUAL NET ENERGY METERING APPLICATION AND INTERCONNECTION AGREEMENT FOR THE BUILDING OWNER OF MULTIFAMILY AFFORDABLE HOUSING WITH A SOLAR GENERATING FACILITY OF 1 MEGAWATT OR LESS* (Agreement) applies to electric rate schedule *NEMVMASH*[1]*, Virtual Net Energy Metering Service for Multifamily Affordable Solar Housing* for the Owner or designated agent of the Owner (Owner) who interconnects a solar electric Generating Facility with an capacity of 1 megawatt (1,000 kW) or less that is located on Owner's existing buildings that received incentives under PG&E's California Solar Initiative (CSI) Multifamily Affordable Solar Housing (MASH) Program or on the Owner's new, "Affordable Housing" as defined in Public Resource Code section 25401.6** that received incentives under the New Solar Homes Partnership (NSHP) Program in PG&E's service territory, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System.

The purpose of this Agreement is to allow Owner to interconnect a solar electric generating facility with PG&E's Distribution System, subject to the provisions of this Agreement and PG&E's rate schedule NEMVMASH. Owner has elected to interconnect and operate its solar electric Generating Facility in parallel with PG&E's Distribution System, primarily to offset part or all of the Owner's Multifamily Affordable Solar Housing's own electrical requirements at the affiliated service points as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

B. Guidelines and Steps for Interconnection

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

[1] Formerly referred to as Rate Schedule NEMVNMA – See Advice Letter 3890-E regarding name change.

C. **NEM Transition**

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

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

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

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

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

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

Contractor		Company Name	
Mailing Address			
City		State	Zip
Business Phone	Fax	Email	

❑ This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.

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

Contact Person		Company Name	
Mailing Address			
City		State	Zip
Business Phone	Fax	Email	

❑ This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.

By checking the boxes above and signing this agreement, Owner authorizes PG&E to release information to the contact(s) named above regarding Owner's usage and billing information, Generating Facility location, size and operational characteristics as requested in the course of this interconnection process. PG&E is granted permission to share information with authorized recipients for a period of **two years** from the date this agreement is received by PG&E. Contact(s) are also authorized to make changes to rates and metering arrangements which may result in charges to Owner. Should Owner wish to select a different authoriziaton period, Owner may utilize the *Authorization to Received Customer Information or Act on a Customer's Behalf*, which may be found at:
https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1095.pdf

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

Part II – Selecting the Study Process

Please check one:

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

Part III – Requirements for Interconnection

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

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

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

Interconnections on PG&E's Secondary Network
Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEMVMASH Owner's solar generating facility. **Please contact Generation Interconnection Services at**

415-972-5676 or email gen@pge.com if your proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland and where the zip code is 94607 or 94612.

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

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

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

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

Required Documents for New Applicants:

1. A completed copy of this **Agreement, including a completed Appendix A as well as the Supplemental Data Collection Form (see Part I Section B above)**. ***Please note***: the Owner's name (as identified in Part I, Section D) must be the same name as on the PG&E bill. In this Agreement, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Common Area accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Common Area accounts will be defaulted to Rate Schedule E-1, establishing how Owner's Common Area Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

2. A **single-line diagram** showing Owner's actual installation of his/her Generating Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all photovoltaic generators, circuit breakers and other protective devices of the Generating Facility, the general location of the Owner's loads relative to the Generating Facility, and the interconnection with PG&E's Distribution System. The diagram must include the following information:

   a. A description and location of the visible, lockable **AC disconnect switch**.

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

   b. A description of the specific **inverter**(s) used to control the interconnection between PG&E and the Generating Facility, including rating, brand name, and model number. Only CEC-certified inverters[2] will pass the

[2] The CEC's eligible equipment list can be found under the CSI heading at: https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists

requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.

c. A complete description of the **generating equipment Owner plans to install**. The description must include the photovoltaic panel manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below.)

d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker.** The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.

e. PG&E requires **a generation output meter.** The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information.

3. **Site Diagram** – The site diagram must show the building or buildings that will be included as part of the Eligible Low Income Housing that meets the applicable Service Delivery Point requirements if any, in the Applicability Section of NEMVMASH, the meter locations, and denote where the PV solar generating facility will be located and interconnected.

4. Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEMVMASH Generating Facility location –

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

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

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

   Insuring Company's Name: _____

   Insurance Policy # _____

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

5. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**

Internet Agreement Forms

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

Part IV – General Facility

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

Date: _____

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

❑ Yes
If yes, specify what kind of generator _____

❑ No

C. Are there any possible generator meter access issues?

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

❑ Locked Room/Gate	❑ Meter located inside of facility/residence
❑ Unrestrained animal at meter or AC disconnect switch location	❑ Other (Please explain) _____ _____

❑ No

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

❑ Yes
If yes, what program are you on? _____

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

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

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

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

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

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

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

C. Photovoltaic Generator Equipment

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

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

D. Service Panel Short Circuit Interrupting Rating

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

E. Maximum 3-Phase Fault Current Contribution

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

F. Notices - Mailing Instructions and Assistance:

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

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

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

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.

H. Term of Agreement

_____

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

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

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

I. Governing Authority

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

J. Appendix A

Attached to this agreement is *Appendix A- Designation of Multifamily Common Area Accounts, Residential Units and their respective Solar Credit Allocation.*

Owner Name (Please Print): _____

(Signature): _____ Date:_____

Title: _____

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

Appendix A – Designation of Multifamily Common Area Accounts, Residential Units and their Respective Solar Energy Credit Allocation

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

Section 1 Instructions

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

Owner Name	Address	Date

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

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

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

3) For a new NEMVMASH Eligible Low Income Facility, if you applied for the Multifamily Affordable Solar Housing Program (MASH), please enter the percentages in the space provided below from the MASH application.

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

4) Please use the attached Appendix A, Section 2 page to list all accounts that are located in the Eligible Low Income Facility that will be taking service on NEMVMASH. Alternatively, an Applicant may complete the table below in a digital format (i.e. spreadsheet) and supply that along with the application and agreement to NEMVGen@pge.com. Include the Generator Account, all Common Area Accounts (if any) and all Residential Unit Accounts. The Common Area and Residential Unit Accounts must be associated with the same Generator Account and all must satisfy the applicable Service Delivery Point requirements if any, in the NEMVMASH Applicability Section to be Eligible for Schedule NEMVMASH.

   Please note for each row:

   - **Account Type** - check the one box corresponding to the type of account (that is, Common Area, Residential Unit or Generator Account). Every row (account) should have one and only one of these 3 boxes checked. *(Required)*

   - **Account Address -** Provide an address, including unit number, for all Accounts (for the Generator Account you may use the address of the nearest Common Area Account). *(Required)*

   - **Name** - For Common Area Accounts and the Generator Account, the Owner's name must be entered. For Residential Unit Accounts, enter the name of the occupant, if it is known.

- **PG&E Account Number -** Enter the PG&E Account number on all Common Area Accounts and the Generator Account. (Required)

- **Otherwise Applicable Rate Schedule** – Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for all Common Area Accounts and the desired Generator Account. (Required).

- **Solar Allocation Percentage –** For each Common Area Account and Residential Unit Account listed (but not the Generator Account), enter the Solar Allocation Percentage to two decimal places. The Solar Energy Allocation Percentage for each Residential Unit Account must be in proportion to the relative size of each unit, consistent with the manner in which affordable housing rents are established. The total of all Solar Energy Allocation Percentages must equal 100%.

- **Appendix A, Section 2 Page Numbers –** In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2 Account List. (Start with Page 1 and do not count the page numbers for these two instruction pages).

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

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

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

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

Section 2

#	Account Type Check only one box for each row *(required field)*			Account Address *(required field)* (for Generator Account use address of nearest common area account)	For Residential Units, Last **Name** of Occupant, if known **For Common Area and Generator Accounts, Owner's Name (Name on PG&E Account)**	*(Required field for Common Area Accounts and Generator Account only)* **PG&E Account Number**	*(Required field for Common Area Accounts and Generator Account only)* **Otherwise Applicable Rate Schedule (OAS) under NEMVMASH**	*(Required Field for Common Area Accounts and Residential Accounts)* **Solar Energy Allocation Percentage**
	Common Area	Residential Unit	Generator Account (only 1)					
1	❑	❑	❑					
2	❑	❑	❑					
3	❑	❑	❑					
4	❑	❑	❑					
5	❑	❑	❑					
6	❑	❑	❑					
7	❑	❑	❑					
8	❑	❑	❑					
9	❑	❑	❑					
10	❑	❑	❑					
11	❑	❑	❑					
12	❑	❑	❑					
13	❑	❑	❑					
14	❑	❑	❑					
15	❑	❑	❑					
16	❑	❑	❑					
17	❑	❑	❑					
Total Solar Energy Allocation Percentage for this page _____								

Project Identification Number _____ (for PG&E's use only) Account List - Appendix A,

Section 2 Page _____ of _____

Please complete this agreement in its entirety

Electric Sample Form No. 79-1109-02 Sheet 1

NEM2VMSH Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 Megawatt or Less

Please Refer to Attached Sample Form

Pacific Gas and Electric Company®

NEM2VMSH

Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 Megawatt or Less

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

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

This *NEM2VMSH VIRTUAL NET ENERGY METERING APPLICATION AND INTERCONNECTION AGREEMENT FOR THE BUILDING OWNER OF MULTIFAMILY AFFORDABLE HOUSING WITH A SOLAR GENERATING FACILITY OF 1 MEGAWATT OR LESS* (Agreement) applies to electric rate schedule *NEM2VMSH, Virtual Net Energy Metering Service for Multifamily Affordable Solar Housing* for the Owner or designated agent of the Owner (Owner) who interconnects a solar electric Generating Facility with an capacity of 1 megawatt (1,000 kW) or less that is located on Owner's existing buildings that received incentives under PG&E's California Solar Initiative (CSI) Multifamily Affordable Solar Housing (MASH) Program or on the Owner's new, "Affordable Housing" as defined in Public Resource Code section 25401.6** that received incentives under the New Solar Homes Partnership (NSHP) Program in PG&E's service territory, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System.

The purpose of this Agreement is to allow Owner to interconnect a solar electric generating facility with PG&E's Distribution System, subject to the provisions of this Agreement and PG&E's rate schedule NEM2VMSH. Owner has elected to interconnect and operate its solar electric Generating Facility in parallel with PG&E's Distribution System, primarily to offset part or all of the Owner's Multifamily Affordable Solar Housing's own electrical requirements at the affiliated service points as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

B. Guidelines and Steps for Interconnection

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

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

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

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

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

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

Contractor	Company Name	
Mailing Address		
City	State	Zip
Business Phone	Fax	Email

❑ This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.

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

Contact Person		Company Name	
Mailing Address			
City		State	Zip
Business Phone	Fax	Email	

❑ This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.

By checking the boxes above and signing this agreement, Owner authorizes PG&E to release information to the contact(s) named above regarding Owner's usage and billing information, Generating Facility location, size and operational characteristics as requested in the course of this interconnection process. PG&E is granted permission to share information with authorized recipients for a period of **two years** from the date this agreement is received by PG&E. Contact(s) are also authorized to make changes to rates and metering arrangements which may result in charges to Owner. Should Owner wish to select a different authoriziaton period, Owner may utilize the *Authorization to Received Customer Information or Act on a Customer's Behalf*, which may be found at:
https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1095.pdf

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

Part II – Selecting the Study Process

Please check one:

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

Part III – Requirements for Interconnection

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

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

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

Interconnections on PG&E's Secondary Network
Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEM2VMSH Owner's solar generating facility. **Please contact Generation Interconnection Services at**

415-972-5676 or email gen@pge.com if your proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland and where the zip code is 94607 or 94612.

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

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

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

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

Required Documents for New Applicants:

1. A completed copy of this **Agreement, including a completed Appendix A as well as the Supplemental Data Collection Form (see Part I Section B above)**. ***Please note***: the Owner's name (as identified in Part I, Section D) must be the same name as on the PG&E bill. In this Agreement, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Common Area accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Common Area accounts will be defaulted to Rate Schedule E-1, establishing how Owner's Common Area Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

2. A **single-line diagram** showing Owner's actual installation of his/her Generating Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all photovoltaic generators, circuit breakers and other protective devices of the Generating Facility, the general location of the Owner's loads relative to the Generating Facility, and the interconnection with PG&E's Distribution System. The diagram must include the following information:

   a. A description and location of the visible, lockable **AC disconnect switch**.

      PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc.). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEM2VMSH Eligible Low Income Facility and utility's Distribution System.

   b. A description of the specific **inverter**(s) used to control the interconnection between PG&E and the Generating Facility, including rating, brand name, and model number. Only CEC-certified inverters[1] will pass the

[1] The CEC's eligible equipment list can be found under the CSI heading at: https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists

requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.

c. A complete description of the **generating equipment Owner plans to install**. The description must include the photovoltaic panel manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below.)

d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker.** The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.

e. PG&E requires **a generation output meter.** The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information.

3. **Site Diagram** – The site diagram must show the building or buildings that will be included as part of the Eligible Low Income Housing that meets the applicable Service Delivery Point requirements if any, in the Applicability Section of NEM2VMSH, the meter locations, and denote where the PV solar generating facility will be located and interconnected.

4. Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEM2VMSH Generating Facility location –

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

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

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

   Insuring Company's Name: _____

   Insurance Policy # _____

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

5. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**

Internet Agreement Forms

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

Part IV – General Facility

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

Date: _____

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

❑ Yes

If yes, specify what kind of generator _____

❑ No

C. Are there any possible generator meter access issues?

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

❑ Locked Room/Gate	❑ Meter located inside of facility/residence
❑ Unrestrained animal at meter or AC disconnect switch location	❑ Other (Please explain) _____ _____

❑ No

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

❑ Yes

If yes, what program are you on? _____

❑ No.

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

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

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

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

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

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

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

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

No.	PV Panel Manufacturer	PV Panel Model	PV Panel CEC	Quantity of PV Panels	Total Capacity[3] (kW)	Inverter number from (B.) above

[2] The inverter rating equals the nameplate rating, in kW. If there is more than one inverter of one type being installed, the inverter rating equals the nameplate rating of one unit of the model being installed.
[3] The total capacity is the PV panel rating times the quantity.

			Rating kW (per unit)			(1 or 2)
1						
2						

D. Service Panel Short Circuit Interrupting Rating

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

E. Maximum 3-Phase Fault Current Contribution

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

F. CEC Listed

In order to promote the safety and reliability of the customer's Generating Facility, the applicant certifies that as a part its request for 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.

G. 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.

H. Interconnection Fees

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

I. Notices - Mailing Instructions and Assistance:

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

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

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

K. 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.

L. Term of Agreement

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

M. Governing Authority

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

N. Appendix A

Attached to this agreement is *Appendix A- Designation of Multifamily Common Area Accounts, Residential Units and their respective Solar Credit Allocation.*

Owner Name (Please Print): _____

(Signature): _____ Date:_____

Title: _____

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

Appendix A – Designation of Multifamily Common Area Accounts, Residential Units and their Respective Solar Energy Credit Allocation

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

Section 1 Instructions

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

Owner Name	Address	Date

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

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

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

3) For a new NEM2VMSH Eligible Low Income Facility, if you applied for the Multifamily Affordable Solar Housing Program (MASH), please enter the percentages in the space provided below from the MASH application.

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

4) Please use the attached Appendix A, Section 2 page to list all accounts that are located in the Eligible Low Income Facility that will be taking service on NEM2VMSH. Alternatively, an Applicant may complete the table below in a digital format (i.e. spreadsheet) and supply that along with the application and agreement to NEMVGen@pge.com. Include the Generator Account, all Common Area Accounts (if any) and all Residential Unit Accounts. The Common Area and Residential Unit Accounts must be associated with the same Generator Account and all must satisfy the applicable Service Delivery Point requirements if any, in the NEM2VMSH Applicability Section to be Eligible for Schedule NEM2VMSH.

   Please note for each row:

   - **Account Type** - check the one box corresponding to the type of account (that is, Common Area, Residential Unit or Generator Account). Every row (account) should have one and only one of these 3 boxes checked. *(Required)*

   - **Account Address -** Provide an address, including unit number, for all Accounts (for the Generator Account you may use the address of the nearest Common Area Account). *(Required)*

   - **Name** - For Common Area Accounts and the Generator Account, the Owner's name must be entered. For Residential Unit Accounts, enter the name of the occupant, if it is known.

- **PG&E Account Number -** Enter the PG&E Account number on all Common Area Accounts and the Generator Account. (Required)

- **Otherwise Applicable Rate Schedule** – Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for all Common Area Accounts and the desired Generator Account. (Required).

- **Solar Allocation Percentage –** For each Common Area Account and Residential Unit Account listed (but not the Generator Account), enter the Solar Allocation Percentage to two decimal places. The Solar Energy Allocation Percentage for each Residential Unit Account must be in proportion to the relative size of each unit, consistent with the manner in which affordable housing rents are established. The total of all Solar Energy Allocation Percentages must equal 100%.

- **Appendix A, Section 2 Page Numbers –** In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2 Account List. (Start with Page 1 and do not count the page numbers for these two instruction pages).

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

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

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

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

Section 2

#	Account Type Check only one box for each row *(required field)*			Account Address *(required field)* (for Generator Account use address of nearest common area account)	For Residential Units, Last **Name** of Occupant, if known **For Common Area and Generator Accounts, Owner's Name (Name on PG&E Account)**	*(Required field for Common Area Accounts and Generator Account only)* **PG&E Account Number**	*(Required field for Common Area Accounts and Generator Account only)* **Otherwise Applicable Rate Schedule (OAS) under NEM2VMSH**	*(Required Field for Common Area Accounts and Residential Accounts)* **Solar Energy Allocation Percentage**
	Common Area	Residential Unit	Generator Account (only 1)					
1	❑	❑	❑					
2	❑	❑	❑					
3	❑	❑	❑					
4	❑	❑	❑					
5	❑	❑	❑					
6	❑	❑	❑					
7	❑	❑	❑					
8	❑	❑	❑					
9	❑	❑	❑					
10	❑	❑	❑					
11	❑	❑	❑					
12	❑	❑	❑					
13	❑	❑	❑					
14	❑	❑	❑					
15	❑	❑	❑					
16	❑	❑	❑					
17	❑	❑	❑					
Total Solar Energy Allocation Percentage for this page _____								

Project Identification Number _____ (for PG&E's use only) Account List - Appendix A,

Section 2 Page _____ of _____

Please complete this agreement in its entirety

ELECTRIC SAMPLE FORM 79-1110 Sheet 1
REACTIVE DEMAND CHARGE EXEMPTION FORM

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

REACTIVE DEMAND CHARGE EXEMPTION FORM[1]

DISTRIBUTION:

- ☐ Customer Billing
- ☐ Customer Care/ES&S
- ☐ Electric Transmission
- ☐ Tariff Interpretations

REFERENCE:
Date: _____
Log #: _____
SA# _____
Premises # _____

Project Name: _____
(Legal name as entered on Standby Contract)

CDx Account No: _____ **SA ID #:** _____
(Assigned to Customer) (Electric Service Agreement #)

Location: _____
(Street or descriptive address, city and/or county, and zip code)

Generator Information:

Generator equipment limits for operating voltages _____
Safe Operating VAR limit (plus and minus value) _____

Reactive Demand Exemption is only applicable to transmission-connected synchronous generators on automatic voltage control (AVR)

#	Generator Description e.g. Plant #1	Generator Type: Synchronous or Induction	Interconnection Voltage (kV)	Capacity (MW)	Make and Model e.g. GE LM5000
1.					
2.					
3.					
4.					

Completed by: _____
Effective Date Requested: _____

Plant control e-mail: _____ **Contact #** ( ) _____

Plant control fax number: _____ **Contact #** ( ) _____

Alternate contact number (cell): _____ **Contact #** ( ) _____

PG&E Switching Center: _____ **Contact co. #** ( ) _____

Comments: _____

[1] This form 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

For PG&E Use Only

Reviewer: _____ **Contact #** ( ) _____

Effective Date: _____ **(First day of the next billing cycle)**

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Automated document, Preliminary Statement, Part A

ELECTRIC SAMPLE FORM 79-1111 Sheet 1
OPTIMAL BILLING PERIOD SERVICE ELECTION FORM

Please Refer to Attached
Sample Form

OPTIMAL BILLING PERIOD SERVICE ELECTION FORM

The undersigned Customer hereby acknowledges and agrees to all terms and conditions specified.

1. Eligibility

Customers taking service on PG&E's Schedule AG, "Time-of-Use Agricultural Power", Rate AG-C, Schedule E-19 or B-19, "Medium General Demand Metered Time-of-Use Service," or Schedule E-20 or B-20, "Service to Customers with Maximum Demands of 1,000 Kilowatts or More," may elect the Optimal Billing Period (OBP) service, subject to program availability, and the qualifying eligibility terms and conditions specified below and in the applicable tariffs.

2. By electing the Optimal Billing Period (OBP) service, customer declares it has reviewed and meets all eligibility requirements as described in the customer's applicable electric rate schedules: PG&E's electric rate Schedule AG, Special Condition 16 – *Optimal Billing Period Service*, PG&E's electric rate Schedule E-19 or B-19, Special Condition 20 – *Optimal Billing Period Service*, or in PG&E's electric rate Schedule E-20 or B-20, Special Condition 18 – *Optimal Billing Period Service.*

3. Terms and Conditions

The initial term of this Agreement shall be for a period of one (1) year from the date executed by PG&E. This Agreement shall continue thereafter for successive terms of one (1) year, provided, however, that either party shall have the right to terminate this Agreement at the expiration of the initial one (1) year term or anytime thereafter upon thirty (30) days written notice to the other party. However, if a customer terminates this agreement between anniversary dates, there shall be no entitlement to a refund for any portion of the most recent OBP fee payment to PG&E. Once terminated, the Customer will not be eligible for OBP service for twelve (12) months from the termination date. Should this OBP program terminate, PG&E reserves the right to terminate all Agreements upon the expiration date of the OBP service.

4. Designation of Subject Months

The Customer designates the six consecutive months of _____, _____, _____, _____, _____, and _____ as the high seasonal optimal billing period.

5. Annual Qualification

Customers must continue to meet the eligibility requirements stated in Section 1, above, to qualify for OBP service in subsequent one-year term(s).

6. Customer Notification to PG&E

The customer must notify PG&E via email and shall state in its subject line "OBP Notification" of its elected production start and/or end dates of the OBP service. The designation may not be implemented if it is not received or if it does not contain the specified information. A participating customer must email PG&E at least seventy-two (72) hours in advance of elected date(s). The customer should send emails to the following address: OptimalBillingNotifi@pge.com.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

7. Commission Jurisdiction

This Agreement and PG&E's tariffs shall all times be subject to such changes or modifications by the California Public Utilities Commission (Commission) as said Commission may direct, from time to time, in the exercise of its jurisdiction.

THEREFORE, being a duly authorized representative of the Customer, I certify that I have read the foregoing and understand and agree to all terms and conditions.

Executed this _____ day of _____, _____.

BY:	BY:
_____	**PACIFIC GAS & ELECTRIC COMPANY**
Customer or Business Name	
_____	_____
Signature	*Signature*
_____	_____
Type or print name	*Type or print name*
_____	_____
Title	*Title*
_____	_____
Date	*Date*

Electric Sample Form 79-1113
Agreement to Perform Tariff Schedule Related Work
Rule 20A Electric Panel Service Conversion

Please Refer to Attached
Sample Form

DISTRIBUTION

- ☐ Applicant (Original)
- ☐ Division (Original)
- ☐ Acctg. Services

REFERENCES

MLX#:_____

PM#:_____

Project Mgr.:_____

AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK - RULE 20A ELECTRIC PANEL SERVICE CONVERSION

City/County of _____, (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E) to perform the tariff scheduled related work as located and described herein.

Electric Panel Service Conversion Program:

In order to expedite the completion of Rule 20A Projects, PG&E has offered to manage the electric service conversions, and pay for this work from the Applicant's allocation funds. The underground electric feed that replaces the existing overhead service will be installed in the most economical manner possible, as determined by PG&E. To ensure the success of this program, the Applicant agrees to support the Electric Panel Service Conversion Program as follows:

Responsibilities of the Applicant:

1. Provide accurate list of owner, parcel #, address, phone number.
2. Mail informational letters to all residents describing the program and their responsibilities.
   a. PG&E will provide templates for these letters.
3. Obtain Right of Entry agreements from property owners prior to scheduling construction.
   a. PG&E will provide the document for each property owner to complete and sign.
4. Provide a liaison for residents and property owners to contact with questions.
5. Waive permit fees.
6. Waive Inspection fees.
7. Facilitate a preliminary job walk with the liaison, building inspector and others.
   a. Review PG&E's intended placement of new equipment required for conversions.
   b. Clarify the inspection and permit requirements and timing, if necessary.
8. Provide information enabling the field crews to determine the location of property lines.
9. Disclose all special circumstances
   a. For example: historic buildings, hazardous materials, environmental issues, burial grounds and other items that may affect the overhead-to-underground conversion.
10. Communicate with the property owners if additional work beyond the conversion will be required.
    a. PG&E will pay for the work required to replace the existing overhead electric feed with a new underground feed only. The cost of any additional work required to bring the property up to current codes will be borne by others (property owner or Applicant).
    b. The Applicant will communicate to the property owner all items that must be brought up to code in a timely manner, and all code issues will be managed by the Applicant.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

AGREEMENT TO PERFORM TARIFF SCHEDULED RELATED WORK - RULE 20A ELECTRIC PANEL SERVICE CONVERSION

11. Disclose work hours and days.

12. Agree prior to construction regarding the required notifications to residents and property owners.

13. Failure to complete the above requirements may result in construction delays.

14. I understand that 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

PROJECT NAME: _____

LOCATION _____, CALIFORNIA

City: _____

Executed this _____day of _____, 20___

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

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Customer/Company	
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

Mailing Address: _____

_____

_____

_____

City/County of : _____

Electric Sample Form No. 79-1114 Sheet 1
NEM 2010 Early True-up Request Form

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

Net Energy Metering

NEM 2010 Early True-up Request Form

Dear Net Energy Metered Customer:

If you would like to move up the 2010 start date of your 12 month true-up period, you may elect to do so by providing the information requested below, signing, and submitting it to PG&E at:

NEM Compensation Program
PO Box 770000
MC B12C
San Francisco, CA 94177

☐ Yes, I would like to move up my 12 month NEM true-up start date. I understand that PG&E will true-up my account once this request has been received and any credits I have associated with the previous true-up period will be zeroed out. I understand that if my 2010 true-up has already occurred by the time PG&E receives this form from you, it will not be possible to have a new true-up date.

PG&E Account Holder Name (Must Match Customer Name on PG&E Blue Bill)	Account Number	Service ID (If known)
Street Address		
City	State	Zip
Mailing Address		
City	State	Zip
Business Phone / Home Phone	Fax	Email

Signature _____ Date _____

Please complete this form in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Automated Document, Preliminary Statement, Part A

Electric Sample Form No. 79-1116
Customer Assignment Notification

Sheet 1

Please Refer to Attached
Sample Form

CUSTOMER ASSIGNMENT NOTIFICATION

1. Electric Service Provider (ESP) Declaration

_____ (*Name of ESP*) ("ESP") hereby warrants that:

(1) Under provisions of the agreement for Direct Access service (Agreement), the current customer as identified below (Current Customer) has the right to receive Direct Access (DA) service from an ESP for electric service loads located at the service address identified below (Current Location) under the service accounts identified below (Current Accounts)

(2) Under the provisions of the Agreement, Current Customer has the right to assign its right to receive DA service at the current location for load represented by the Current Accounts to New Customer (identified below).

(3) All conditions of the Agreement necessary for a valid assignment from the Current Customer to New Customer have been satisfied, including any necessary approvals by ESP.

Signature: _____

Authorized Representative of ESP

Date Of Signature: _____

2. New Customer Declaration

_____ (*New Customer as identified below)*) hereby warrants that:

(1) It consents to the assignment of rights by the Current Customer as described above under the ESP Declaration.

(2) It understands that the assigned right to receive direct access service is limited to electric power loads at the Current Location.

(3) It understands that this notice must be submitted within sixty (60) days after Current Customer closes its service account.

(4) It understands that its service account may not have been in the New Customer's name for more than ninety (90) days.

(5) It understands that a Direct Access Service Request (DASR) must be submitted within sixty (60) days of acceptance of this notice by PG&E for this assignment to be valid.

(6) It is familiar with the loads and load history represented by the Current Accounts and understands that, pursuant to California Public Utilities Commission Decision 02-03-055, its right to receive direct access is limited to loads the same as, or substantially the same as, the loads represented by the Current Accounts.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

3. Current Customer Information:

Name On Account: _____
Service Address: _____
City, State, Zip _____

Current Service Account(s) Listed By PG&E Service Agreement Number:

1. Service Agreement Number _____
   Meter Number: _____

2. Service Agreement Number _____
   Meter Number: _____

3. Service Agreement Number _____
   Meter Number: _____

4. New Customer Information:

Name On Account: _____

New Service Account(s) Listed by PG&E Service Agreement Number:

1. Service Agreement Number _____
   Meter Number: _____

2. Service Agreement Number _____
   Meter Number: _____

3. Service Agreement Number _____
   Meter Number: _____

Signature: _____
Authorized Representative of New Customer

Date Of Signature: _____

Upon receipt by PG&E of the customer assignment notification, PG&E shall review the information and notify ESP within five (5) business days either that (a) the customer assignment notification has been accepted; or (b) PG&E has reasonable cause not to process the customer assignment notification. Upon receiving notification under subsection (a) above, ESP must submit a DASR within sixty (60) days. Upon receiving notification under subsection (b) above, PG&E and ESP shall confer as soon as possible to determine what additional information is required in order for the assignment notification to be accepted. This document may be executed in counterparts and submitted by email, however PG&E reserves the right to request the original signature documents if needed. This form 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.

Electric Sample Form No. 79-1117 Sheet 1
Six Month Notice to Transfer to Direct Access Service

Please Refer to Attached
Sample Form

Six Month Notice to Transfer to Direct Access Service

This signed and completed form notifies Pacific Gas and Electric Company (PG&E) of your intent to transfer your service account(s) to Direct Access (DA) service.

Terms and conditions

Within thirty (30) business days of receipt, PG&E will notify you of the status of your Six Month Notice to Transfer to Direct Access Service (Notice). If your Notice has been accepted, the confirmation from PG&E will specify the date by which your Electric Service Provider must submit a Direct Access Service Request to PG&E in order to transfer your service account(s) to DA service. This is important information that you will need to provide to your Electric Service Provider to complete your request. This date is significant because if PG&E does not receive a Direct Access Service Request by this date, your service account(s) will be switched to Transitional Bundled Service for a period of up to sixty (60) days. If a Direct Access Service Request is not received by the end of this sixty (60) day period, then your six month notice to return to DA service will be cancelled, and the cancellation will serve as your six month notice to return to bundled portfolio service. You will be subject to Transitional Bundled Commodity pricing, as defined in rate Schedule TBCC, for a period of six (6) months and then begin a new eighteen (18) month commitment period on bundled portfolio service.

In the event the available annual Load Cap for transferring to DA Service for the current or subsequent phase-in year, if applicable, has been met at the time PG&E receives your Notice, your Notice will be rejected and your service account will not be eligible to transfer to DA Service.

I understand that this form 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.

Please email completed and signed form to **DANOI@pge.com**

*Important: If this notice is submitted by a third-party on behalf of the customer, a signed and executed customer authorization, Authorization to Receive Customer Information or Act Upon a Customer's Behalf (Electric Form No. 79-1095), must be enclosed.

Authorization

Please consider this my six month notice to transfer the service account(s) listed to DA service. I also acknowledge and understand the following statements:

- My Electric Service Provider must submit a Direct Access Service Request on my behalf prior to the specified date in order to complete the transfer.
- The rules and conditions, as set forth in PG&E's electric Rule 22.1, are available at pge.com/tariffs.
- I can rescind this Notice within three (3) business days by contacting PG&E at (800) 468-4743.
- A notice with more than one service agreement should use the supplemental list provided in Attachment A

Name on account

Service agreement number

Service address

City, State, Zip

Customer's email address

Customer or Authorized Agent* signature

Signature

Name and title

Company name

Daytime telephone number

Email address

Date of signature

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Six Month Notice to Transfer to Direct Access Service

Attachment A—Supplemental Account List

Directions

1. Please list all service accounts for the customer of record. A customer of record will be distinguished by the Federal Tax Identification number found in PG&E's customer information system
2. An electronic spreadsheet may be submitted to list additional service agreements in lieu of this Attachment A.
3. In the event the annual Load Cap cannot accommodate the load associated with all listed service agreements. PG&E will process the service agreements in the order they are listed on any/all attachments.

1. Additional Service Accounts

Service Agreement Number

Service Address

City, State, Zip

2. Additional Service Accounts

Service Agreement Number

Service Address

City, State, Zip

3. Additional Service Accounts

Service Agreement Number

Service Address

City, State, Zip

4. Additional Service Accounts

Service Agreement Number

Service Address

City, State, Zip

5. Additional Service Accounts

Service Agreement Number

Service Address

City, State, Zip

6. Additional Service Accounts

Service Agreement Number

Service Address

City, State, Zip

PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. ©2016 Pacific Gas and Electric Company. All rights reserved.

Electric Sample Form 79-1118 Sheet 1
General Off-Bill and On-Bill Financing Loan Agreement

Please Refer to Attached
Sample Form

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer ("**Customer**") has contracted for the provision of energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas & Electric Company (**"PG&E"**) shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("**Contractor**"), to provide the Work as described in the Application.

2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "**Adjustment**"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.

3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of the Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including Contractor) in the conduct or performance of the Work.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.

5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) if PG&E deems necessary, obtain updated financial information to verify that Customer has good credit standing (as determined by PG&E) prior to making the Loan. Customer shall give PG&E reasonable access to its premises and the Work and shall provide such updated financial information to PG&E upon request. PG&E may decline to make the Loan if PG&E determines, in its sole discretion, that Customer does not have good credit standing at that time. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, and PG&E is satisfied that Customer has good credit standing, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.

7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.

8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:

    a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.

    b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.

    c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.

    d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.

    e. Further payment details are set forth below.

9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.

10. The Loan Balance shall not bear interest.

11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells or transfers

ownership of the equipment forming part of the Work to any third party (including as part of a sale or lease of premises or transfer of business or otherwise); or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action**.

14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. **Loan Particulars**.

This table is to be completed by PG&E					
$	**$**	**$**	**$**		
Total Cost	**Incentive**	**Loan Balance[1]**	**Monthly Payment**	**Term[2], Months**	**Number of Payments**

[1] The Loan Balance shall not exceed two-hundred fifty thousand dollars ($250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars ($250,000) but shall not exceed four million dollars ($4,000,000).

[2] The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

Check Made Payable to Contractor ☐ or Customer ☐ *[customer to select payment method. Note that only one check can be issued]*

16. 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.

Customer Details	**Contractor Details**
Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
Account Name, Customer	Name, Contractor
Service Address, Customer	Address, Contractor
Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
Signature of Authorized Representative of Customer	
Date	

ACCEPTED: Pacific Gas & Electric Company

PG&E On-Bill Financing Program Manager	Date

Address:
PG&E Integrated Processing Center
P.O. Box 7265
San Francisco, CA 94120-7265

ELECTRIC SAMPLE FORM 79-1120 Sheet 1
STANDARD CONTRACT FOR ELIGIBLE CHP FACILITIES

Please Refer to Attached
Sample Form

POWER PURCHASE AND SALE AGREEMENT

between

[BUYER'S NAME]

and

[SELLER'S NAME]

(ID #[Number])

Standard Contract for Eligible CHP Facilities

TERMS THAT ARE BOXED AND SHADED IN LIGHT YELLOW AND/OR BRACKETED AND IN BLUE FONT ARE EITHER BUYER COMMENTS OR GENERATING FACILITY-TYPE SPECIFIC COMMENTS THAT SHOULD BE REMOVED, ACCEPTED OR COMPLETED, AS APPLICABLE.

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POWER PURCHASE AND SALE AGREEMENT

between

[BUYER'S NAME]

and

[SELLER'S NAME]

(ID# [Number])

PREAMBLE

This Power Purchase and Sale Agreement by and between **[Buyer's name]**, a California corporation ("Buyer"), and **[Seller's name]**, a [Seller's form of business entity and state of registration] ("Seller"), together with the exhibits, attachments, and any applicable referenced collateral agreement between the Parties (collectively, this "Agreement"), is made, effective and binding as of [Date of execution] (the "Effective Date").

Buyer and Seller are sometimes referred to in this Agreement individually as a "Party" and jointly as the "Parties." Unless the context otherwise specifies or requires, initially capitalized terms used in this Agreement have the meanings set forth in Exhibit A.

RECITALS

A. On June 26, 2008, the CPUC opened Rulemaking 08-06-024 to implement the provisions of Assembly Bill 1613 (codified in California Public Utilities Code Section 2840 et. seq.), which establishes the Waste Heat and Carbon Emissions Reductions Act (the "Act").

B. Buyer is required to offer this Agreement to Seller in order to fulfill Buyer's obligations under the Act and CPUC Decisions issued in R. 08-06-024 ("AB 1613 Decisions"), and Seller desires to accept such offer and enter into this Agreement.

The Parties, intending to be legally bound, agree as follows:

ARTICLE ONE. SPECIAL CONDITIONS

{Buyer Comment: If the Term is greater than or equal to five years, before executing this Agreement, Seller must provide to Buyer documentation evidencing its compliance with the Greenhouse Gas Emissions Performance Standard set forth in CPUC D.07-01-039 and in subsequent CPUC rulings implementing D.07-01-039, and with any subsequent CPUC-established precondition to the execution of this Agreement.}

1.01 Term. The term of this Agreement (the "Term") commences on [Date] (the "Term Start Date") and ends [Number of months] months after the Term Start Date (the "Term End Date").

(a) The Term Start Date must be on the first day of a calendar month.

(b) Seller may change the Term Start Date set forth in this Section 1.01 by providing Notice to Buyer at least one year before such Term Start Date; provided, however, that notwithstanding any change to the Term Start Date, the Term may not exceed [Number of months in the Term] months; *provided further*, that if the Generating Facility is (i) a New Eligible CHP Facility, the Term Start Date must occur within 60 months of the Effective Date, or (ii) an Existing Eligible CHP Facility, the Term Start Date must occur within 24 months of the Effective Date, in each case subject to any extension of the Term Start Date as a result of a Force Majeure as to which Seller is the Claiming Party (subject to Section 5.03) and Section 4(c)(ii) of Exhibit D.

(c) The Term shall be no less than one (1) year and no more than ten (10) years. Seller designates the Term Start Date and the Term End Date.

1.02 Generating Facility.

(a) Name. The name of the Generating Facility is [Generating Facility name], which is [a New Eligible CHP Facility] [an Existing Eligible CHP Facility]. To be eligible for this Agreement, the Generating Facility must be an Eligible CHP Facility during the entire Term, (1) satisfies the provisions of AB 1613, as implemented by the CEC's "Final Statement of Reasons" issued in June 2010, and (2) is a Qualifying Facility under PURPA, unless Seller is a public agency exempt from FERC jurisdiction under 16 United States Code ("USC") §824(f).

(b) Location. The Generating Facility is located at [Generating Facility address], and is further described in Exhibit B. To be eligible for this Agreement, the Generating Facility must be located in Buyer's electric service territory.

(c) Contract Capacity. The As-Available Contract Capacity is [__] kW. The Power Rating of the Generating Facility must be less than or equal to 20 MW. If the Generating Facility has more than one Generating Unit, the Power Rating of all such Generating Units must be less than or equal to 20MW.

(d) Expected Term Year Energy Production. The Expected Term Year Energy Production for each Term Year equals [____] kWh. The Expected Term Year Energy Production may

be revised based on changes in the Site Host Load or the Site Host thermal requirements; provided, however, that such change must be supported by a certification from a California-licensed professional engineer qualified to make a representation affirming that such revision is reasonable and based on changes in the Site Host Load or the Site Host thermal requirements. Such certification must include all data relied on to support the revised Expected Term Year Energy Production.

{Buyer Comment: Expected Term Year Energy Production cannot exceed As-Available Contract Capacity at 100% capacity factor applied over the Term Year.}

(e) Site Host Load. The Site Host Load is expected to equal, on average, [___] kW annually. The amount of electric energy to be used to serve the Site Host Load is expected to equal, on average, [___] kWh per Term Year.

1.03 Delivery Point. The point of delivery of the Power Product is the point where Seller's facilities connect with facilities owned by Buyer (the "Delivery Point"). Seller shall convey to Buyer and Buyer shall accept the Power Product at the Delivery Point. Title to and risk of loss related to the Power Product transfer from Seller to Buyer at the Delivery Point. Buyer shall pay any transmission or distribution costs, exclusive of line losses (if any) and interconnection costs, to deliver the power from the Delivery Point to the point of interconnection between the Buyer's distribution or transmission facilities and the CAISO-Controlled Grid (Interconnection Point); Seller shall be responsible for interconnection costs, including necessary facility upgrades (consistent with Applicable Laws and the Interconnection Agreement) and any line losses from the Delivery Point to the Interconnection Point. Any line losses incurred or avoided from the Delivery Point to the Interconnection Point are determined as part of the interconnection process.

1.04 Planned Outages. All Planned Outages must be scheduled by Seller in accordance with the procedures set forth in Exhibit N. Seller shall make reasonable efforts not to schedule a Planned Outage during the Peak Months. Should it become necessary for Seller to schedule a Planned Outage during the Peak Months, Seller shall only schedule such Planned Outage during the non-peak hours of the Peak Months. In no event may Seller schedule or utilize a Planned Outage that is more than 12 non-peak hours per Peak Month.

1.05 Power Product Prices.

(a) The Monthly Contract Payment for the Power Product shall be calculated in accordance with Exhibit C.

(b) If the Generating Facility is interconnected pursuant to a FERC-jurisdictional interconnection tariff and Seller is not yet able to provide Resource Adequacy Benefits in compliance with applicable CPUC and CAISO Resource Adequacy requirements, pending Seller's provision of such benefits the Monthly Contract Payment for Power Product shall be calculated in accordance with Exhibit C (1).

(c) A Generating Facility subject to paragraph 1.05(b) that becomes able to provide Resource Adequacy Benefits in compliance with applicable CPUC and CAISO Resource Adequacy requirements shall provide Buyer with written notice and reasonable evidence thereof.

(d) Starting on the first day of the calendar month following the date on which notice was given pursuant to subsection 1.05(c), Seller shall be paid the monthly contract price for the Power Product as set forth in Exhibit C.

1.06 Credit and Collateral Requirements.

(a) Seller shall post and thereafter maintain the Development Security in accordance with Section 4(b) of Exhibit D.

(b) Seller shall post and thereafter maintain the Performance Assurance, in accordance with Section 2(a) of Exhibit D, in an amount equal to 5% of expected revenue of the Generating Facility under this Agreement (the "Performance Assurance Amount"). The initial amount of Performance Assurance equals $[___]. The Performance Assurance Amount will be revised upon any change to the Expected Term Year Energy Production.

(c) Seller shall comply with all of the provisions of Exhibit D.

(d) Seller's Guarantor, if any, is [Name of Guarantor].

(e) Guarantor shall guarantee $[Performance Assurance Amount x 1.25].

(f) The Cross Default Amount, if any, equals $[___].

1.07 Scheduling Coordinator. Buyer is the Scheduling Coordinator under this Agreement.

1.08 GHG Emissions Allowances. Seller elects one of the following, provided, however, that this Section 1.08 shall not be applicable when the Monthly Contract Payment is calculated in accordance with Exhibit C (1): [____][1]

(a) Seller shall manage its own GHG Emissions Allowances and request payment from Buyer in accordance with Section 3.03.

(b) PG&E shall purchase GHG Emissions Allowances on behalf of Seller upon the CPUC's adoption of the necessary procedure. Until such time, Buyer will reimburse Seller per section (a), above.

1.09 Decertification from AB 1613 Program. In the event of Seller's default pursuant to Section 6.01(c)(xvi), due to CEC decertification under Public Utilities Code 2843, so long as at the time of default, Seller demonstrates qualifying facility status under PURPA and notwithstanding Section 2.02(b), upon termination of this Agreement, Seller's continued conveyance of Power Product and acceptance of payment shall constitute Seller's acceptance of any applicable mandatory must-purchase contract available to qualifying facilities under PURPA. Seller shall be

[1] See D.10-12-055 ordering paragraph 5.

paid the short run avoided cost rate for energy and as-available capacity applicable under such contract at the time of decertification.

**** End of Article One ****

ARTICLE TWO. SELLER'S SATISFACTION OF OBLIGATIONS BEFORE THE TERM START DATE; TERMINATION

2.01 Seller's Satisfaction of Obligations before the Term Start Date. Seller shall satisfy each of the following obligations before the Term Start Date:

(a) The Generating Facility is or becomes an Eligible CHP Facility;

(b) Seller enters into all agreements, obtains all Governmental Authority approvals and Permits, and takes all steps necessary for it to:

(i) Operate the Generating Facility;

(ii) Deliver electric energy from the Generating Facility to the Delivery Point; and

(iii) Have Buyer Schedule the electric energy produced by the Generating Facility with the CAISO;

(c) Seller satisfies its obligation to install the CAISO-Approved Meters, as set forth in Section 3.09(a);

(d) Seller furnishes to Buyer the insurance documents required under Section 9.10;

(e) Seller enters into all agreements required by the CAISO Tariff;

(f) Seller enters into and fulfills all of its obligations under (i) the applicable interconnection agreements with the applicable Transmission Provider that are required to enable Parallel Operation of the Generating Facility with the interconnected electric system and the CAISO Controlled Grid, and (ii) any transmission, distribution or other service agreement that are required to enable Seller to transmit electric energy from the Generating Facility to the Delivery Point;

(g) Seller furnishes to Buyer the documents required under Section 3.06;

(h) Seller has posted with Buyer the Performance Assurance Amount;

(i) If the Term is equal to or greater than five years, the Generating Facility meets the GHG EPS and, at any time upon Buyer's request, Seller provides to the CPUC documentation evidencing its compliance with the GHG EPS;

(j) Seller shall have taken all steps to ensure that Buyer is authorized as Scheduling Coordinator by the CAISO to Schedule the electric energy produced by the Generating Facility with the CAISO; and

(k) Seller shall provide instructions to the CAISO granting authorizations or other documents sufficient to provide Buyer with access to the CAISO-Approved Meter and to Seller's settlement data on OMAR as required to implement the Agreement.

2.02 Termination Rights of the Parties.

(a) Termination Right of Seller. Seller has the right to terminate this Agreement if Seller (or any venture in which Seller is a participant) and the Generating Facility are jointly selected by Buyer in a competitive solicitation. The termination of this Agreement will be effective as of midnight the day before the commencement of any delivery period for any energy, capacity or attributes from the Generating Facility which is selected by Buyer in such competitive solicitation.

(b) Event of Default. Except as provided in Section 1.09, in the event of an uncured Event of Default or an Event of Default for which there is no opportunity for cure permitted in this Agreement, the Non-Defaulting Party may, at its option, terminate this Agreement as set forth in Section 6.02 and, if the Non-Defaulting Party is Buyer, then Seller (or any entity over which Seller or any owner or manager of Seller exercises control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity or Related Products from the Generating Facility to Buyer or any other California investor-owned utility for a period of 365 days following the date of such termination. For purposes of this Section 2.02(b), "control" means the direct or indirect ownership of 20% or more of the outstanding capital stock or other equity interests having ordinary voting power.

(c) End of Term. This Agreement automatically terminates at midnight of the Term End Date.

2.03 Rights and Obligations Surviving Termination. The rights and obligations of the Parties that are intended to survive a termination of this Agreement are all such rights and obligations that this Agreement expressly provides survive such termination as well as those rights and obligations arising from either Parties' covenants, agreements, representations or warranties applicable to, or to be performed, at, before or as a result of the termination of this Agreement, including:

(a) The obligation of Buyer to make all outstanding Monthly Contract Payments for periods before termination of this Agreement;

(b) The obligation of Buyer to invoice Seller for all payment adjustments for periods before termination of this Agreement, as set forth in Section 4.02;

(c) The obligation of Seller to pay any Buyer payment-adjustment invoice described in Section 4.03(b) for periods before termination of this Agreement within thirty (30) days of Seller's receipt of such invoice;

(d) The obligation to make a Termination Payment, as set forth in Section 6.03;

(e) The indemnity obligations, as set forth in Section 9.03;

(f) The obligation of confidentiality, as set forth in Section 9.09;

(g) The right to pursue remedies under Section 6.02(c);

(h) The limitation of damages under Article Seven; and

(i) The obligation of Seller to post Performance Assurance in accordance with Exhibit D.

**** End of Article Two ****

ARTICLE THREE. SELLER'S OBLIGATIONS

3.01 Conveyance of the Power Product and Related Products; Retained Benefits.

(a) Power Product. During the Term, Seller shall provide and convey the Power Product to Buyer in accordance with the terms of this Agreement, and Buyer shall have the exclusive right to the Power Product and all benefits derived therefrom, including the exclusive right to sell, convey, transfer, allocate, designate, award, report or otherwise provide any and all of the Power Product purchased under this Agreement and the right to all revenues generated from the use, sale or marketing of such Power Product.

(b) Green Attributes. Seller hereby agrees to provide and convey all Green Attributes associated with the Related Products as part of the Product being delivered during the Term. Seller represents and warrants that Seller holds the rights to all Green Attributes associated with the Related Products, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

(c) Related Products. Seller hereby agrees to provide and convey to Buyer all Related Products during the Term. Seller represents and warrants that Seller holds the rights to all Related Products and Seller agrees to convey and hereby conveys all such Related Products to the Buyer. Buyer shall have the exclusive right to the Related Products and all benefits derived therefrom, including the exclusive right to sell, convey, transfer, allocate, designate, award, report or otherwise provide any and all of the Related Products purchased under this Agreement and the right to all revenues generated from the use, sale or marketing of such Related Products.

(d) Further Action by Seller. Seller shall, at its own cost, take all reasonable actions and execute all documents or instruments that are reasonable and necessary to effectuate the use of the Related Products for Buyer's benefit throughout the Term, which actions may include:

(i) Cooperating with the Governmental Authority responsible for Resource Adequacy administration to certify the Generating Facility for Resource Adequacy purposes;

(ii) Testing the Generating Facility as may be required to certify the Generating Facility for Resource Adequacy purposes in accordance with the requirements set forth in the CAISO Tariff or as otherwise agreed to by the Parties; and

(iii) Complying with Applicable Laws regarding the registration, transfer or ownership of Green Attributes associated with the Related Products, including, if applicable to the Generating Facility, participation in the Western Renewable Energy Generation Information System or other process recognized under Applicable Laws.

(e) Retained Benefits. Seller shall retain for its own use or disposition all Financial Incentives and all attributes, benefits and credits associated with the Generating Facility and the electrical or thermal energy produced therefrom, other than the Power Product and the Related Products.

Nothing in this Agreement restricts Seller's ability to use, provide and convey any energy, capacity, Green Attributes, Capacity Attributes, Resource Adequacy Benefits, or any other product or benefit associated with the Generating Facility or the output thereof before the Term.

{Buyer Comment: Insert this sentence only if Seller has a FERC jurisdictional interconnection agreement.}

Notwithstanding anything to the contrary in this Agreement, as of the Effective Date and until the Term End Date, Seller may not use, provide or convey any of the Power Product and the Related Products to any Person other than Buyer (unless the FERC determines that a party holding a state jurisdictional interconnection agreement may sell Related Products to a Person other than Buyer).

{Buyer Comment: Insert this sentence if Seller does not have a FERC jurisdictional interconnection agreement.}

3.02 Resource Adequacy Rulings. During the Term, Seller shall grant, pledge, assign and otherwise commit to Buyer the generating capacity of the Generating Facility associated with the Related Products in order for Buyer to use in meeting its Resource Adequacy obligations under any Resource Adequacy Ruling. Seller:

(a) Has not used, granted, pledged, assigned or otherwise committed any portion of the generating capacity of the Generating Facility associated with the Related Products to meet the Resource Adequacy Rulings of, or to confer Resource Adequacy Benefits on, any Person other than Buyer;

(b) Will not during the Term use, grant, pledge, assign or otherwise commit any portion of the generating capacity of the Generating Facility associated with the Related Products to meet the Resource Adequacy Rulings of, or to confer Resource Adequacy Benefits on, any Person other than Buyer; and

(c) Shall take all reasonable action, including complying with all current and future CAISO Tariff provisions and decisions of the CPUC or any other Governmental Authority that address Resource Adequacy Rulings, and execute all documents that are reasonable and necessary to effect the use of the generating capacity of the Generating Facility associated with the Related Products for Buyer's sole benefit throughout the Term.

(d) Shall comply with CPUC and CAISO requirements to count towards Resource Adequacy; *provided, however*,

(i) If such requirements could interfere with the Operations of Seller, Seller shall be entitled to challenge such requirements with the CPUC or other relevant agency. Absent a ruling or other action granting a stay, Seller's compliance shall be required pending resolution of the challenge.

(ii) If Seller interconnects the Generating Facility pursuant to a non-FERC-jurisdictional interconnection tariff, Seller shall not be required to provide Resource Adequacy Benefits, and Buyer's total obligation to obtain Resource Adequacy Benefits pursuant to the Resource Adequacy Rulings with respect to the service area of Buyer will be decreased by the Generating Facility's generating capacity, provided that, if the outcome of any CPUC proceeding requires Seller to obtain a deliverability study, Seller shall promptly obtain such deliverability study and provide it to Buyer upon the completion of such deliverability study.

(e) Following the outcome of the distribution interconnection issues proceeding (R.11-09-011), the Resource Adequacy proceedings (R.09-10-032), and any future CAISO stakeholder process addressing deliverability, a deliverability study may be required for all AB 1613 resources. The CPUC has reserved the right to require appropriate amendments to this Agreement as necessary to address full capacity deliverability issues. The Parties agree to comply with any such CPUC requirement.

3.03 GHG Compliance Costs.

(a) Direct GHG Compliance Costs. During the Term, Buyer shall reimburse Seller for any Direct GHG Compliance Costs, other than GHG Emissions Allowances, which are separately addressed in the sections below, attributable to the Generating Facility for GHG emissions associated with the Power Product, within forty-five (45) days of Buyer's receipt from Seller of reasonable documentation, in form and substance acceptable to Buyer, establishing that:

(i) Seller is actually liable for the Direct GHG Compliance Costs for GHG emissions attributed to the Power Product;

(ii) Direct GHG Compliance Costs were imposed upon Seller by an authorized Governmental Authority with jurisdiction to impose Direct GHG Compliance Costs where the Generating Facility is located, or which otherwise has jurisdiction over Seller or the Generating Facility.

(iii) Buyer is not liable for reimbursement to Seller for Direct GHG Compliance Costs for GHG emissions associated with the Power Product if the GHG emissions for which Seller seeks reimbursement exceed the GHG Emissions Cap based on the actual delivered Power Product.

(iv) The Generating Facility's GHG emissions has been allocated between the useful thermal output, the electricity consumed on-site, and the exported Power Product based on the relative BTU content of the end product consistent with Form CEC-2843, as amended.

(b) GHG Emissions Allowance Costs. Buyer shall bear the cost of GHG Emissions Allowances for GHG emissions attributable to the Generating Facility and associated with the Power Product through either reimbursement, or direct procurement, as indicated at Section 1.08, provided that:

(i) Seller is actually required to procure such GHG Emissions Allowances for GHG emissions attributed to the Power Product;

(ii) Such GHG Emissions Allowances compliance requirements were imposed upon Seller by an authorized Governmental Authority with jurisdiction to impose GHG emissions allowances requirements where the Generating Facility is located, or which otherwise has jurisdiction over Seller or the Generating Facility;

(iii) The Generating Facility's GHG emissions, less any Free Allowance for which the Generating Facility is eligible, shall be allocated between the useful thermal output, the electricity consumed on-site, and the exported Power Product based on the relative BTU content of the end product consistent with Form CEC-2843, as amended;

(iv) Buyer's responsibility for GHG Emissions Allowances is limited to GHG emissions associated with the Power Product for which the Seller or the Generating Facility was not eligible to receive Free Allowances;

(v) Buyer's responsibility for GHG Emissions Allowances will not exceed the GHG Emissions Cap based on the actual delivered Power Product.

(c) Reimbursement of Seller for GHG Emissions Allowances. If Seller has elected to manage its own GHG Emissions Allowances in Section 1.08, then, during the Term, Buyer shall reimburse Seller to the extent of Buyer's responsibility for GHG Emissions Allowances in accordance with Section 3.03(b) ("applicable quantity") within forty-fine (45) days of Buyer's receipt from Seller of documentation, in form and substance acceptable to Buyer, requesting reimbursement. If the CPUC has specified an index for use in determining the price to be paid for GHG Emissions Allowances, in no event shall Buyer's total payment to Seller for the applicable quantity exceed the total payment that would be due to Seller if the applicable quantity were purchased at the index price at the relevant time period.

(d) Buyer's Purchase of GHG Emissions Allowances. If Seller has elected to have Buyer purchase GHG Emissions Allowances for the Generating Facility in Section 1.08, then, during the Term and upon the CPUC's issuance of guidelines on the mechanics of Buyer's obligations to purchase GHG Emissions Allowances pursuant to the AB 1613 Decisions, Buyer shall purchase GHG Emissions Allowances for Seller for the applicable quantity for the remainder of the Term in accordance with and subject to such guidelines, as may be revised from time to time.

(e) This Section 3.03 shall not be applicable during any portion of the Term during which the Monthly Contract Payment is calculated in accordance with Exhibit C (1).

3.04 Site Control.

(a) Within sixty (60) days of the Effective Date and at all times during the Term, Seller shall have Site Control and shall provide Buyer with prompt Notice of any change in the status of Seller's Site Control.

(b) If the Generating Facility is a New Eligible CHP Facility, Seller shall provide Buyer with Notice of the status of its Site Control before commencing construction of the Generating Facility.

3.05 Permits. Seller shall obtain and maintain any and all Permits necessary for the Operation of the Generating Facility and to deliver electric energy from the Generating Facility to the Delivery Point.

3.06 Transmission.

(a) Interconnection Studies. Upon Buyer's request, Seller shall provide to Buyer true and complete copies of all Interconnection Studies received by Seller for the Generating Facility after the date that is twenty-four (24) months before the Effective Date.

(b) Seller's Responsibility. Seller shall, at its sole cost, obtain and maintain all distribution, transmission and interconnection rights and agreements (including all Governmental Authority approvals) required to enable Parallel Operation of the Generating Facility with the Transmission Provider's electric system and the applicable Control Area operator's electric grid and to effect Scheduling of the electric energy from the Generating Facility and transmission and delivery to the Delivery Point.

Except as otherwise provided in its interconnection agreement, the CAISO Tariff, or the Transmission Provider's tariff, rules or regulations, Seller shall pay all Transmission Provider charges or other charges directly caused by, associated with, or allocated to the following:

(i) All required Interconnection Studies, facilities upgrades, and agreements;

(ii) Interconnection of the Generating Facility to the Transmission Provider's electric system;

(iii) Any costs or fees associated with obtaining and maintaining a wholesale distribution access tariff agreement, if applicable; and

(iv) The transmission and delivery of electric energy from the Generating Facility to the Delivery Point.

(c) Acknowledgement. The Parties acknowledge and agree that any other agreement between Seller and Buyer, including any interconnection agreement, is separate and apart from this Agreement and does not modify or add to the Parties' obligations under this Agreement, and that any Party's breach under such other agreement does not excuse such Party's nonperformance under this Agreement, except to the extent that such breach constitutes a Force Majeure under this Agreement.

3.07 CAISO Relationship. Seller shall comply with the applicable requirements of the CAISO Tariff, including securing and maintaining in full force all of the CAISO agreements, certifications and approvals required in order for the Generating Facility to comply with the CAISO Tariff.

(a) If the Generating Facility is PIRP-eligible, then the Generating Facility shall be certified as a PIRP resource by the CAISO.

3.08 Generating Facility Modifications.

(a) Seller is responsible for the design, procurement and construction of all modifications necessary for the Generating Facility to meet the requirements of this Agreement and to comply with any restriction set forth in any Permit.

(b) Seller shall provide thirty (30) days advance Notice to Buyer if there is any modification (other than a routine fluctuation in output or consumption) of the Generating Facility, the Site Host Load or operations related to the Site Host Load changing:

(i) Energy output by five percent (5%) of Expected Term Year Energy Production; or,

(ii) The type of Primary Fuel consumed by the Generating Facility.

(c) Seller acknowledges that nothing in this Section 3.08 excuses Seller from any requirements of the CAISO's interconnection process, or any other applicable interconnection process.

3.09 Metering.

(a) CAISO-Approved Meter. Seller shall, at its own cost, install, maintain and test all CAISO-Approved Meters pursuant to the CAISO Tariff or other applicable metering requirements, and each CAISO-Approved Meter shall have net energy capability as required under Public Utilities Code Section 2840.2(b)(2).

(b) Check Meter. Buyer may, at its sole cost, furnish and install one or more Check Meters, as applicable, on the high voltage side of the substation associated with the Generating

Facility or, if there is not enough space at such substation to install the Check Meter, any other location mutually agreeable to the Parties. More than one Check Meter may be necessary if there is more than one CAISO-Approved Meter. The Check Meter shall be interconnected with Buyer's communication network to permit:

(i) Periodic, remote collection of revenue quality meter data; and

(ii) Back-up real time transmission of operating-quality meter data through the Telemetry System set forth in Section 3.10.

Buyer shall test and recalibrate the Check Meter at least once every Term Year. The Check Meter will be locked or sealed, and the lock or seal shall be broken only by a Buyer representative. Seller has the right to be present whenever such lock or seal is broken. Buyer shall replace the Check Meter battery at least once every thirty-six (36) months; *provided, however*, if the Check Meter battery fails, Buyer shall promptly replace such battery.

(c) Use of Check Meter for Back-Up Purposes.

(i) Buyer shall routinely compare the Check Meter data to the CAISO-Approved Meter data.

(ii) If the deviation between the CAISO-Approved Meter data (after adjusting for any compensation factors introduced by the CAISO into the CAISO Approved Meter) and the Check Meter data for any comparison is greater than 0.3%, Buyer shall provide Notice to Seller of such deviation and the Parties shall mutually arrange for a meter check or recertification of the Check Meter or CAISO-Approved Meter, as applicable.

(iii) Each Party shall bear its own costs for any meter check or recertification.

(iv) Testing procedures and standards for the Check Meter will be the same as for a comparable Buyer-owned meter. Seller shall have the right to have representatives present during all such tests.

(v) For the avoidance of doubt, the Check Meter is intended to be used for back-up purposes in the event of a failure or other malfunction of the CAISO-Approved Meter, and Check Meter data shall only be used to validate the CAISO-Approved Meter data and, in the event of a failure or other malfunction of the CAISO-Approved Meter, in place of the CAISO-Approved Meter until such time that the CAISO-Approved Meter is checked or recertified.

(d) Multiple Points of Metering at a Single Customer Site. Notwithstanding any other provision of this Agreement, Seller, at its sole expense and with the consent of Buyer and in compliance with the tariffs, rules and regulations of Buyer and the CAISO (including the CAISO Tariff), may establish for the Generating Facility more than a single point of metering at the number of locations, at a single customer site, that the Generating Facility interconnects with the CAISO Controlled Grid or Buyer's electrical system. The metered delivery of the Power Product pursuant to this Agreement will be determined as the meter readings for all such metering netted on an individual settlement interval basis.

3.10 Telemetry System. Seller is responsible for designing, furnishing, installing, maintaining and testing a real time Telemetry System in accordance with the CAISO Tariff.

3.11 Provision of Information.

(a) Upon Buyer's reasonable request by written Notice, Seller shall provide to Buyer (to the extent not already in Buyer's possession) within a commercially reasonable amount of time and subject to Section 9.09:

(i) All currently operative agreements with providers of distribution, transmission or interconnection services for the Generating Facility and all amendments thereto;

(ii) Any Permits concerning the Operation or licensing of the Generating Facility, and any applications or filings requesting or pertaining to such Permits;

(iii) Each of the following engineering documents for the Generating Facility:

1) Site plan drawings;

2) Electrical one-line diagrams;

3) Control and data acquisition details and configuration documents;

4) Major electrical equipment specifications;

5) Process flow diagrams;

6) Piping and instrumentation diagrams;

7) General arrangement drawings; and

8) Aerial photographs of the Site, if any;

(iv) Instrument specifications, installation instructions, operating manuals, maintenance procedures and wiring diagrams for the CAISO-Approved Meter(s) and the Telemetry System reasonably requested by Buyer; and

(v) Any currently operative filings, rulings, orders or other pleadings or papers concerning the qualification of the Generating Facility as an Eligible CHP Facility.

(b) If applicable and subject to Section 9.09, as soon as possible, Seller shall provide to Buyer (i) engineering specifications and design drawings for the Telemetry System, and (ii) annual test reports for the CAISO-Approved Meters.

(c) Subject to Section 9.09 and upon Buyer's request, Seller shall make commercially reasonable efforts to provide Buyer with all documentation necessary for Buyer to comply with any discovery or data request for information from the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal.

3.12 Progress Reporting. If the Generating Facility is a New Eligible CHP Facility, Seller shall use commercially reasonable efforts to meet the Milestone Schedule and shall advise Buyer as soon as reasonably practicable of any problems or issues of which Seller is aware which may materially impact its ability to meet the Milestone Schedule. No later than the 10th day of each month until the Term Start Date, Seller shall, in accordance with Exhibit F, prepare and provide to Buyer a written report detailing Seller's progress toward meeting the Milestone Schedule. Seller shall include in such report a list of all letters, notices and Permits to or from any Governmental Authority (and the CAISO) applicable to Seller's effort to meet the Milestone Schedule, and shall provide any such documents as may be reasonably requested on Notice from Buyer.

3.13 Fuel Supply. Seller shall supply all fuel required for the Power Product and any testing of the Generating Facility.

3.14 Operation and Record Keeping. Seller shall:

(a) Operate the Generating Facility in accordance with Prudent Electrical Practices;

(b) Comply with the Forecasting requirements, as set forth in Exhibit G;

(c) Use reasonable efforts to Operate the Generating Facility so that the Power Product conforms with the Forecast provided in accordance with Exhibit G;

(d) Pay all CAISO Charges, as set forth in Exhibit H;

(e) Pay all SDD Adjustments for which Seller is responsible, as set forth in Exhibit I;

(f) Comply with the Planned Outage scheduling procedures, as set forth in Section 1.04;

(g) Comply with the Outage Schedule Submittal Requirements, as set forth in Exhibit N;

(h) Use reasonable efforts to comply with CAISO orders for delivery of the Power Product during an Emergency;

(i) Use reasonable efforts to reschedule any Planned Outage that occurs during an Emergency;

(j) Keep all Operating records required of a CHP Eligible Facility by any applicable CPUC order, as well as any additional information that may be required of a CHP Eligible Facility in order to demonstrate compliance with all applicable California utility industry standards which have been adopted by the CPUC;

(k) Maintain and provide electronically or in hard copy a copy of all relevant daily Operating records to Buyer within twenty (20) days of a request by Notice from Buyer, including:

(i) Real and reactive power production;

(ii) Changes in Operating status;

(iii) Protective apparatus operations; and

(iv) Any unusual conditions found during inspections.

(l) Provide, upon Buyer's request, all reports of actual or forecasted outages that Buyer may reasonably require for the purpose of enabling Buyer to comply with Section 761.3 of the California Public Utilities Code or any Applicable Law mandating the reporting by investor-owned utilities of expected or experienced outages by facilities under contract to supply electric energy;

(m) Pay all Scheduling Fees, as set forth in Exhibit E;

(n) Not participate in the CAISO Station Power Protocol;

(o) If applicable, register with the NERC as the Generating Facility's Generator Owner and Generator Operator if Seller is required to register pursuant to the NERC Registration Criteria;

(p) If applicable, maintain documentation of all procedures applicable to the testing and maintenance of the Generating Facility protective devices as necessary to comply with the NERC Reliability Standards applicable to protection systems for electric generators if Generator Owner or Generator Operator is required to maintain such documentation under the NERC Reliability Standards; and

(q) Maintain data to demonstrate compliance with the Qualifying Facility efficiency monitoring program adopted by Decision ("D.")10-12-035;

(r) At least thirty (30) days before the Term End Date or as soon as practicable before the date of an early termination of this Agreement, (i) submit to the CAISO the name of the Scheduling Coordinator that will replace Buyer, and (ii) cause the Scheduling Coordinator that will replace Buyer to submit a letter to the CAISO accepting the designation as Seller's Scheduling Coordinator.

3.15 Power Product Curtailments at Transmission Provider's or CAISO's Request.

(a) Seller shall promptly curtail the production of the Power Product upon receipt of a curtailment notice or instruction from the Transmission Provider or the CAISO (which may be communicated by Buyer), which notice shall only be provided when it reasonably believes that curtailment of the Power Product is required to comply with (i) the Transmission Provider's maintenance requirements and operating orders, (ii) a CAISO Declared Over-Generation Condition, or (iii) an Emergency.

(b) Notwithstanding Section 3.14(a), except as may be required in order to respond to any Emergency, Buyer shall (i) use reasonable efforts to coordinate the Transmission Provider's curtailment needs with Seller to the extent Buyer can influence such needs, or (ii) request that the Transmission Provider and the CAISO limit the curtailment duration.

{Buyer Comment: This Section is applicable if Seller does not execute a FERC jurisdictional interconnection agreement. If this Section is deleted, replace with "[Intentionally omitted]".}

3.16 Report of Lost Output. To the extent the conditions set forth in Sections 3.16(a) through (d) occur, Seller shall prepare and provide to Buyer, by the fifth (5th) Business Day following the end of each month during the Term, a lost output report. The lost output report shall identify the date, time, duration, cause and amount by which the Metered Energy was reduced below the Seller's Forecast due to:

(a) Planned Outages;

(b) CAISO or Transmission Provider-ordered curtailments;

(c) Force Majeure; or

(d) Forced Outages.

3.17 Eligible CHP Facility Status.

(a) To the extent required by Applicable Law, administration of this Agreement or program eligibility guidelines established by the CEC within thirty (30) Business Days following the Term Start Date or Notice from Buyer, Seller shall provide to Buyer certification from the CEC that the Generating Facility meets the applicable operating and efficiency standards for Eligible CHP Facilities for the applicable year.

(b) Seller shall take all necessary steps, including making or supporting timely filings with the appropriate Governmental Authority in order to maintain certification of the Eligible CHP Facility status of the Generating Facility throughout the Term.

(c) Seller shall provide to Buyer copies of all documentation, including calculations and verifiable supporting data provided to the appropriate Governmental Authority, which demonstrates the compliance of the Generating Facility with the Eligible CHP Facility operating and efficiency standards for the applicable year. Notwithstanding the

foregoing, Seller shall provide Buyer with a copy of its Annual Performance Reporting Forms (CEC Form 2843 or its successor) within 5 days of submission to the CEC.

(d) Seller, unless a public agency, shall take all necessary steps, including making or supporting timely filings with FERC in order to maintain the qualifying facility status of the Generating Facility as required by 18 CFR §292.201, et seq., throughout the Term.

(e) Within 30 Business Days following the end of each year, and within 30 Business Days following the Term End Date, each QF Seller shall provide to Buyer:

(i) Subject to Section 9.09, a completed copy of Buyer's "QF Efficiency Monitoring Program – Cogeneration Data Reporting Form", substantially in the form of Exhibit O, with calculations and verifiable supporting data, which demonstrates the compliance of the Generating Facility with qualifying cogeneration facility operating and efficiency standards set forth in 18 CFR Part 292, Section 292.205 "Criteria for Qualifying Cogeneration Facilities", for the applicable year; and,

(ii) A copy of a FERC order waiving for the Generating Facility the applicable operating and efficiency standards for qualifying cogeneration facilities, as contemplated in 18 CFR Part 292, Section 292.205, "Criteria for Qualifying Cogeneration Facilities", for the applicable year, if Seller has received such order from the FERC.

3.18 Notice of Cessation or Termination of Service Agreements. Seller shall provide Notice to Buyer within one (1) Business Day if there is a termination of, or cessation of service under, any agreement required in order for the Generating Facility to:

(a) Interconnect with the Transmission Provider's electric system;

(b) Transmit and deliver electric energy to the Delivery Point; or

(c) Own and operate any CAISO-Approved Meter.

3.19 Buyer's Access Rights. Upon providing at least five (5) Business Day advance Notice to Seller, or as set forth in any Applicable Law (whichever is later), Buyer has the right to examine the Site, the Generating Facility and the Operating records, provided that Buyer follows Seller's safety policies and procedures that Seller has communicated to Buyer, does not interfere with or hinder Seller's Operations, and agrees to escorted access to the Generating Facility during regular business hours for:

(a) Any purpose reasonably connected with this Agreement;

(b) The exercise of any and all rights of Buyer under Applicable Law or its tariff schedules and rules on file with the CPUC; or

(c) The inspection and testing of any Check Meter, CAISO-Approved Meter or the Telemetry System.

Seller hereby grants Buyer reasonable access to all CAISO-Approved Meters and Check meters for meter readings and any purpose necessary to effectuate this Agreement. Seller shall provide Buyer access to all meter data and data acquisition services both in real-time, and at later times, as Buyer may reasonably request, as necessary to effectuate this Agreement. Seller shall inform buyer of meter quantity changes after becoming aware of, or being informed of, any such changes by the CAISO.

Notwithstanding anything to the contrary set forth in this Section 3.19, in the case of an Emergency which, in Buyer's reasonable discretion, requires Buyer to examine the Site or the Generating Facility, the Notice requirements of this Section 3.19 do not apply.

3.20 Seller Financial Information.

(a) The Parties shall determine, through consultation with their respective independent registered public accounting firms, whether Buyer is required to consolidate Seller's financial statements with Buyer's financial statements for financial accounting purposes under Financial Accounting Standard Boards Interpretation No. 46(R), "Consolidation of Variable Interest Entities" or future guidance issued by accounting profession governance bodies or the SEC that affects Buyer accounting treatment for this Agreement. If, as a result of this review (or subsequent reviews as required), the Parties determine that such consolidation is required for a given period, or in the event the Parties cannot agree on whether consolidation is required, then the Parties agree to the following provisions for such period.

(i) Within thirty (30) days following the end of each year, Seller shall deliver to Buyer in a format mutually agreeable to the Parties: (1) unaudited financial statements together with related footnotes as necessary to comply with GAAP, and (2) a completed annual disclosure checklist with supporting financial schedules necessary for Buyer to prepare its annual filing with the SEC. Buyer will provide to Seller such checklist before the end of each year and include only items considered material to Buyer. If audited financial statements are prepared for the year, Seller shall provide such statements to Buyer within five Business Days after those statements are issued.

(ii) Within twenty (20) days following the end of each calendar quarter, Seller shall deliver to Buyer in a format mutually agreeable to the Parties: (1) an unaudited condensed statement of income for the calendar quarter and year-to-date, (2) an unaudited condensed statement of cash flows for the calendar quarter and year-to-date, (3) an unaudited condensed balance sheet at the end of such calendar quarter, and (4) a completed quarterly disclosure checklist with supporting financial schedules necessary for Buyer to prepare its quarterly filing with the United States Securities and Exchange Commission. Buyer will provide to Seller such checklist before the end of each quarter and include only items considered material to Buyer.

(iii) Seller shall prepare its financial statements to be delivered in accordance with this Section 3.20 in accordance with GAAP.

(iv) Promptly upon Notice from Buyer, Seller shall allow Buyer's internal auditors and independent registered public accounting firm reasonable access to Seller's records and personnel, so that Buyer's internal auditors and independent registered public accounting firm can conduct financial statement audits in accordance with the standards of the Public Company Accounting Oversight Board (United States), as well as internal control audits in accordance with Section 404 of the Sarbanes-Oxley Act of 2002, as applicable. Buyer shall take reasonable steps to ensure that its internal auditors and independent registered public accounting firm (1) treat as confidential any information disclosed to them by Buyer pursuant to this Section 3.20(a)(iv), (2) such information is used solely for purposes of conducting the audits described in this Section 3.20(a)(iv), (3) disclose any information received only to personnel responsible for conducting the audits. Within 30 days of Seller's receipt of Notice from Buyer, Seller shall remediate any material deficiency in Seller's internal controls of financial reporting identified by Buyer or Buyer's independent registered public accounting firm during or as a result of the audits permitted in this Section 3.20(a)(iv), provided that Seller has the right to challenge the appropriateness of any determination of deficiency. All reasonable expenses for the foregoing shall be borne by Buyer.

(v) Within two (2) Business Days following the occurrence of any event affecting Seller which Seller understands, during the Term, would require Buyer to disclose such event in a Form 8-K filing with the SEC, Seller shall provide to Buyer a Notice describing such event in sufficient detail to permit Buyer to make a Form 8-K filing. Such items may include the following:

1) Acquisition or disposition of a material amount of assets outside of the ordinary course of Seller's business;

2) Creation of a material "direct financial obligation" or "off-balance sheet financing arrangement", as such terms are defined in Item 2.03 of the Form 8-K, as amended from time to time;

3) Existence of "material legal proceedings", as defined in Item 103 of Regulation S-K, as amended from time to time; and

4) Entry into, or termination of, a material contract upon which Seller's business is substantially dependent and outside of the ordinary course of Seller's business.

(b) Buyer shall treat Seller's financial statements or other financial information provided under the terms of this Section 3.20 in strict confidence and, accordingly:

(i) Shall utilize such Seller financial information only for purposes of preparing, reviewing or certifying Buyer's or any Buyer parent company financial statements, for making regulatory, tax or other filings required by law in which

Buyer is required to demonstrate or certify its or any parent company's financial condition or to obtain Credit Ratings; and

(ii) Shall make such Seller financial information available only to its officers, directors, employees or auditors who are responsible for preparing, reviewing or certifying Buyer's or any Buyer parent company financial statements, to the SEC and the Public Company Accounting Oversight Board (United States) in connection with any oversight of Buyer's or any Buyer parent company financial statement and to those Persons who are entitled to receive confidential information as identified in Sections 9.09(a)(vi) and 9.09(a)(vii).

3.21 NERC Electric System Reliability Standards.

(a) During the Term, for purposes of complying with any NERC Reliability Standards applicable to the Generating Facility, Seller (or an agent of Seller as agreed to by Buyer in its reasonable discretion) must be registered with the NERC as the Generator Operator and the Generator Owner for the Generating Facility and must perform all Generator Operator Obligations and Generator Owner Obligations except those Generator Operator Obligations that Buyer, in its capacity as Scheduling Coordinator is required to perform under this Agreement or under the CAISO Tariff.

(b) Notwithstanding anything to the contrary set forth in this Section 3.21 and subject to the indemnity obligations set forth in Section 9.03(g), each Party acknowledges that such Party's performance of the Generator Operator Obligations or Generator Owner Obligations may not satisfy the requirements for self-certification or compliance with the NERC Reliability Standards, and that it shall be the sole responsibility of each Party to implement the processes and procedures required by the NERC, the WECC, the CAISO, or a Governmental Authority in order to comply with the NERC Reliability Standards.

(c) Buyer as Scheduling Coordinator will reasonably cooperate with Seller to the extent necessary to enable Seller to comply and for Seller to demonstrate Seller's compliance with the NERC Reliability Standards referenced above. Buyer's cooperation will include providing to Seller, or such other Person as Seller designates in writing, information in Buyer's possession that Buyer as Scheduling Coordinator has provided to the CAISO related to the Generating Facility or actions that Buyer has taken as Scheduling Coordinator related to Seller's compliance with the NERC Reliability Standards referenced above (e.g., Seller's notices and updates provided by Buyer to the CAISO via SLIC). Buyer may, in its reasonable discretion (depending upon the quantity of information requested by Seller and the timeframe established by Seller for compliance), comply with the requirement to provide information set forth in the previous sentence, by making such information available for inspection by Seller or by providing responsive summaries or excerpts of same, so long as the foregoing enables Seller to comply with the NERC Reliability Standards. In addition, Buyer may redact any information or data that is confidential to Buyer from materials or information to be supplied to Seller.

3.22 Allocation of Availability Incentive Payments and Non-Availability Charges. If the Generating Facility is subject to the terms of the Availability Standards, Non-Availability Charges, or

Availability Incentive Payments as defined and provided for by the CAISO Tariff, any Availability Incentive Payments will be for the benefit of Seller and for Seller's account and any Non-Availability Charges will be the responsibility of Seller and for Seller's account.

**** End of Article Three ****

ARTICLE FOUR. BUYER'S OBLIGATIONS

4.01 Obligation to Pay. For Seller's full compensation under this Agreement, during the Term, Buyer shall make a monthly payment (a "Monthly Contract Payment") calculated in accordance with Exhibit C or Exhibit C (1), as determined pursuant to Section 1.05.

4.02 Payment Adjustments.

(a) Buyer shall adjust each Monthly Contract Payment to Seller to account for:

(i) Scheduling Fees owed by Seller to Buyer, as set forth in Exhibit E;

(ii) Any SDD Energy Adjustment or SDD Administrative Charge, as set forth in Exhibit I;

(iii) Any CAISO Charges owed by Seller to Buyer, as set forth in Exhibit H;

(iv) Any payment adjustments (including adjustments to CAISO Charges) provided for under this Agreement;

(v) Any Governmental Charges owed by either Party to the other Party, as set forth in Section 8.02; and

(vi) The agreement of the Parties that Buyer shall have no liability to make any payments to Seller for any electricity deliveries from the Generating Facility in a Term Year that exceed one hundred and twenty percent (120%) of Expected Term Year Energy Production.

(b) During the Term, any payment adjustments will be added to or deducted from a subsequent regular Monthly Contract Payment that is made by Buyer to Seller after the expiration of a 30-day period which begins upon Buyer's receipt of all of the information required in order to calculate the payment adjustment.

(c) After the Term End Date, Buyer shall invoice Seller for any payment adjustments within sixty (60) days of Buyer's receipt of all of the information required in order to calculate the payment adjustment.

4.03 Payment Statement and Payment.

(a) No later than thirty (30) days after the end of each calendar month (or the last day of the month if the month in which the payment statement is being sent is February), or the last Business Day of the month if such 30th day (or 28th or 29th day for February) is not a Business Day, Buyer shall mail to Seller:

(i) A table showing the hourly electric energy quantities for each of the following, in MWh per hour:

1) Seller's Energy Forecast;

2) Seller's Day-Ahead Forecast;

3) Metered Energy;

4) The final Buyer Energy Schedule; and

5) The final Buyer Parent Energy Schedule.

(ii) A statement showing:

1) TOD Period subtotals and overall monthly totals for each of the items set forth in Section 4.03(a)(i);

2) A calculation of the Monthly Contract Payment, as set forth in Exhibit C or Exhibit C (1), as determined pursuant to Section 1.05;

3) A calculation of any payment adjustments pursuant to Section 4.02; and

4) A calculation of the net dollar amount due for the month.

(iii) Buyer's payment to Seller, in accordance with Section 9.15, in the net dollar amount owed to Seller for the month; provided, however, in the event the statement shows a net amount owed to Buyer, Seller shall pay such amount within twenty (20) days of the statement date.

(b) If Buyer determines that a calculation of Metered Energy is incorrect as a result of an inaccurate meter reading or the correction of data by the CAISO in the CAISO's meter-data acquisition and processing system, Buyer shall promptly recompute the Metered Energy quantity for the period of the inaccuracy based on an adjustment of such inaccurate meter reading in accordance with the CAISO Tariff.

Buyer shall then promptly recompute any payment or payment adjustment affected by such inaccuracy. Any amount due from Buyer to Seller or Seller to Buyer, as the case may be, shall be made as an adjustment to the next monthly statement that is calculated after Buyer's recomputation using corrected measurements.

If the recomputation results in a net amount owed to Buyer after offsetting any amounts owing to Seller as shown on the next monthly statement, any such additional amount still owing to Buyer shall be shown as an adjustment on Seller's monthly statement until such amount is fully collected by Buyer.

At Buyer's sole discretion, Buyer may offset any remaining amount owed to Buyer in any subsequent monthly payments to Seller or invoice Seller for such amount, in which case Seller must pay the amount owing to Buyer within twenty (20) days of receipt of such invoice.

(c) Buyer reserves the right to deduct amounts that would otherwise be due to Seller under this Agreement from any amounts owing and unpaid by Seller to Buyer:

(i) Under this Agreement; or

(ii) Arising out of or related to any other agreement, tariff, obligation or liability pertaining to the Generating Facility.

(d) Except as provided in Section 4.03(b) and as otherwise provided in this Section 4.03(d), if, within ninety (90) days of receipt of Buyer's payment statement, Seller does not give Notice to Buyer of an error, then Seller shall be deemed to have waived any error in Buyer's statement, computation and payment and the statement shall be conclusively deemed correct and complete; *provided, however*, that if an error is identified by Seller as a result of settlement, audit or other information provided to Seller by the CAISO after the expiration of the original 90-day period, Seller shall have an additional ninety (90) days from the date on which it receives the information from the CAISO in which to give Notice to Buyer of the error identified by such settlement, audit or other information.

If Seller identifies an error in Seller's favor and Buyer agrees that the identified error occurred, Buyer shall reimburse Seller for the amount of the underpayment caused by the error and add the underpayment to the next monthly statement that is calculated.

If Seller identifies an error in Buyer's favor and Buyer agrees that the identified error occurred, Seller shall reimburse Buyer for the amount of overpayment caused by the error and Buyer shall apply the overpayment to the next monthly statement that is calculated.

If the recomputation results in a net amount still owing to Buyer after applying the overpayment, the next monthly statement shall show a net amount owing to Buyer.

At Buyer's sole discretion, Buyer may apply this net amount owing to Buyer in any subsequent monthly statements to Seller or invoice Seller for such amount, in which case Seller must pay the amount owing to Buyer within twenty (20) days of receipt of such invoice.

The Parties shall negotiate to resolve any disputes regarding claimed errors in a statement. Any disputes which the Parties are unable to resolve through negotiation may be submitted for resolution through the dispute resolution procedure in Article Ten.

(e) Nothing in this Section 4.03 limits a Party's rights under applicable tariffs, other agreements or Applicable Law.

4.04 No Representation by Buyer. Any review by Buyer of the design, engineering, construction, testing and Operation of the Generating Facility is solely for Buyer's information. Buyer makes no representation that:

(a) It has reviewed the financial viability, technical feasibility, operational capability, or long term reliability of the Generating Facility;

(b) The Generating Facility complies with any Applicable Laws; or

(c) The Generating Facility will be able to meet the terms of this Agreement.

Seller shall in no way represent to any third party that any such review by Buyer constitutes any such representation.

4.05 Buyer's Responsibility. Buyer shall, at its sole cost, obtain and maintain all distribution, transmission and interconnection rights and agreements (including all Governmental Authority approvals) required to enable transmission and delivery of electric energy at and after the Delivery Point. Buyer shall pay, in accordance with Applicable Laws and Buyer's tariffs, any costs associated with maintaining its electric system in order to allow delivery of the Power Product from the Delivery Point to the CAISO-Controlled Grid.

4.06 Buyer As Scheduling Coordinator. Buyer shall take all steps necessary to become the Scheduling Coordinator for the Generating Facility during the Term.

**** End of Article Four ****

ARTICLE FIVE. FORCE MAJEURE

5.01 No Default for Force Majeure. Neither Party will be in default in the performance of any of its obligations set forth in this Agreement, except for obligations to pay money, when and to the extent failure of performance is caused by Force Majeure.

5.02 Requirements Applicable to the Claiming Party. If a Party, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Agreement, such Party (the "Claiming Party") shall be excused from whatever performance is affected by the Force Majeure to the extent so affected.

In order to be excused from its performance obligations under this Agreement by reason of Force Majeure:

(a) The Claiming Party, within fourteen (14) days after the initial occurrence of the claimed Force Majeure, must give the other Party Notice describing the particulars of the occurrence; and

(b) The Claiming Party must timely provide evidence reasonably sufficient to establish that the occurrence constitutes Force Majeure as defined in this Agreement.

The suspension of the Claiming Party's performance due to Force Majeure may not be greater in scope or longer in duration than is required by such Force Majeure.

In addition, the Claiming Party shall use diligent efforts to remedy its inability to perform.

This Article Five will not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Claiming Party, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be at the sole discretion of the Claiming Party.

When the Claiming Party is able to resume performance of its obligations under this Agreement, the Claiming Party shall give the other Party prompt Notice to that effect.

5.03 Termination. The non-Claiming Party may terminate this Agreement on Notice, which Notice will be effective five (5) Business Days after such Notice is provided, in the event of Force Majeure which materially interferes with the Claiming Party's ability to perform its obligations under this Agreement and which extends for more than three hundred and sixty-five (365) consecutive days, or for more than a total of three hundred and sixty-five (365) days in any consecutive 540-day period.

**** End of Article Five ****

ARTICLE SIX. EVENTS OF DEFAULT; REMEDIES

6.01 Events of Default. An "Event of Default" means the occurrence of any of the following:

(a) With respect to either Party (a "Defaulting Party"):

(i) Any representation or warranty made by such Party in this Agreement that is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature, if such misrepresentation or breach of warranty is not:

1) Remedied within ten (10) Business Days after Notice from the Non-Defaulting Party to the Defaulting Party; or

2) Capable of a cure, but the Non-Defaulting Party's damages resulting from such misrepresentation or breach of warranty can reasonably be ascertained and the payment of such damages is not made within ten (10) Business Days after a Notice of such damages is provided by the Non-Defaulting Party to the Defaulting Party;

(ii) Except for an obligation to make payment when due, the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default or to the extent excused by a Force Majeure) if such failure is not remedied within thirty (30) days after Notice of such failure is provided by the Non-Defaulting Party to the Defaulting Party, which Notice sets forth in reasonable detail the nature of the Event of Default; *provided, however*, that if the Event of Default is not reasonably capable of being cured within such 30-day cure period, the Defaulting Party shall have such additional time (not to exceed 120 days) as is reasonably necessary to cure such Event of Default, so long as such Defaulting Party promptly commences and diligently pursues such cure;

(iii) A Party fails to make when due any payment (other than amounts disputed in accordance with the terms of this Agreement) due and owing under this Agreement and such failure is not cured within five Business Days after Notice is provided by the Non-Defaulting Party to the Defaulting Party of such failure;

(iv) A Party becomes Bankrupt; or

(v) A Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another Person and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee Person fails to assume all the obligations of such Party under this Agreement to which such Party or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;

(b) With respect to Seller's Guarantor, if any (each event listed below to be deemed an Event of Default with respect to Seller):

(i) Any representation or warranty made by a Guarantor in connection with this Agreement is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature and the misrepresentation or breach of warranty is not remedied within ten (10) Business Days after Notice;

(ii) The failure of a Guarantor to make any payment required or to perform any other material covenant or obligation in any Guaranty Agreement and such failure is not remedied within three (3) Business Days after Notice is provided by the Non-Defaulting Party to the Guarantor;

(iii) A Guarantor becomes Bankrupt and replacement credit support is not provided within three (3) Business Days after Notice;

(iv) The occurrence and continuation of a default, event of default or other similar condition or event under one or more agreements or instruments, individually or collectively, relating to indebtedness for borrowed money in the aggregate amount of not less than the Cross Default Amount, which results in such indebtedness becoming immediately due and payable and replacement credit support is not provided within three (3) Business Days after Notice;

(v) The failure of any Guaranty Agreement to be in full force and effect for purposes of this Agreement (other than in accordance with its terms) and replacement credit support is not provided within three (3) Business Day after Notice; or

(vi) The Guarantor repudiates, disaffirms, disclaims, or rejects, in whole or in part, or challenges the validity of any Guaranty Agreement given to Buyer and replacement credit support is not provided within three (3) Business Days after Notice.

(c) With respect to Seller:

(i) Seller does not own or lease the Generating Facility or otherwise have the authority over the Generating Facility as required in Section 3.04, and Seller has not cured a failure with respect to Section 3.04(a) within thirty (30) days after providing Notice to Buyer in accordance with Section 3.04(a);

(ii) The total quantity of Metered Energy in any Term Year is less than 10% percent the Expected Term Year Energy Production, and Seller fails to demonstrate a legitimate reason for such failure within ten (10) Business Days after Notice from Buyer;

(iii) Except as provided for in Section 3.01(e), Seller (1) conveys, transfers, allocates, designates, awards, reports or otherwise provides any and all of the Product, or any portion thereof, or any benefits derived therefrom, to any party other than

Buyer (except as may relate to transactions in the imbalance market arising from ordinary course deviations between Metered Energy and energy Scheduled to Buyer), or (2) starts up or Operates the Generating Facility per instruction of or for the benefit of any third party (except in order to satisfy the Site Host Load, or as required by other Applicable Laws);

(iv) Seller intentionally or knowingly delivers, Schedules, or attempts to deliver or Schedule at the Delivery Point for sale under this Agreement electric energy that was not generated by the Generating Facility;

(v) Seller removes from the Site equipment upon which the As-Available Contract Capacity has been based, except for the purposes of replacement, refurbishment, repair, repowering or maintenance, and such equipment is not returned within five (5) Business Days after Notice from Buyer to Seller;

(vi) Termination of, or cessation of service under, any agreement necessary for the interconnection of the Generating Facility to the Transmission Provider's electric system for transmission and delivery of the electric energy from the Generating Facility to the Delivery Point, or for metering the Metered Energy, and such service is not reinstated, or alternative arrangements implemented, within one hundred and twenty (120) days after such termination or cessation;

(vii) Seller fails to provide any financial statements or other information within the timeframe and in the manner set forth in Section 3.20, and such failure is not remedied within ten (10) days after Notice from Buyer to Seller;

(viii) Seller fails to remediate any material deficiency in internal controls over financial reporting in accordance with Section 3.20;

(ix) Seller fails to take all reasonable actions and execute all documents or instruments that are reasonable and necessary to effectuate the use of the Related Products for Buyer's benefit throughout the Term as specified in Section 3.01, if such failure is not remedied within ten (10) days after Notice of such failure is provided by Buyer to Seller, which Notice sets forth in reasonable detail the nature of the Event of Default; *provided, however*, that if the Event of Default is not reasonably capable of being cured within such 10-day cure period, Seller shall have such additional time (not to exceed 120 days) as is reasonably necessary to cure such Event of Default, so long as Seller promptly commences and diligently pursues such cure;

(x) The occurrence and continuation of a default, event of default or other similar condition or event under any loan agreement with any Lender, or under any other related agreement or instrument with or for the benefit of any Lender, which results in any indebtedness under those agreements or instruments becoming immediately due and payable; provided, however, if Seller, Buyer and a Lender have entered into a Collateral Assignment Agreement with substantially the provisions set forth in Section 9.05, and the terms of such Collateral Assignment

Agreement conflict or are inconsistent with this Section 6.01(c)(x), the provisions of the Collateral Assignment Agreement control;

(xi) If any failure by Seller to comply with the CAISO Tariff materially impacts Buyer's ability to comply with this Agreement, the CAISO Tariff or other Applicable Laws, and such failure by Seller (including any consequences suffered by Buyer) is not cured within thirty (30) days after Notice from Buyer to Seller;

(xii) If Seller materially modifies the Generating Facility without Buyer's prior written consent;

(xiii) Seller fails to satisfy the creditworthiness and collateral requirements in Sections 2 and 3 of Exhibit D and such failure is not cured within five (5) Business Days after Notice is provided by Buyer to Seller of such failure;

(xiv) The stock or equity ownership interest in Seller has been pledged or assigned as collateral or otherwise to any party other than Lender;

(xv) Seller fails to post and maintain the Development Security pursuant to Section 4(b) of Exhibit D and such failure is not cured within five Business Days after Notice of such failure;

(xvi) Seller fails to maintain its status as an Eligible CHP Facility during the Term; or

(xvii) If Seller fails to satisfy all of the conditions set forth in Section 2.01 before the Term Start Date, and such failure is not cured within 30 Business Days after Notice from Buyer to Seller.

6.02 Early Termination. There shall be no opportunity to cure a default other than as specifically provided in Section 6.01. If this Agreement is terminated pursuant to Section 2.02(b), then Buyer or the Non-Defaulting Party, as applicable, will have the right to:

(a) Designate by Notice to the Defaulting Party a date, no later than twenty (20) days after the Notice is effective, for the early termination of this Agreement (an "Early Termination Date");

(b) Immediately suspend performance under this Agreement; and

(c) Pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), except to the extent that such remedies are limited by the terms of this Agreement.

6.03 Termination Payment. As soon as practicable after an Early Termination Date is declared, the Non-Defaulting Party shall provide Notice to the Defaulting Party of the sum of all amounts owed by the Defaulting Party under this Agreement, including Forward Settlement Amounts, less any amounts owed by the Non-Defaulting Party to the Defaulting Party under this Agreement (the "Termination Payment"). The Notice shall include a written statement, setting forth, in reasonable detail, the calculation of such Termination Payment together with appropriate supporting documentation. If the Generating Facility is a New Eligible CHP Facility, no Forward Settlement Amount is assessed for any Termination Payment due to Buyer as the Non-Defaulting Party by Seller as the Defaulting Party if this Agreement is terminated before the Term Start Date.

If the Termination Payment is positive, the Defaulting Party shall pay such amount to the Non-Defaulting Party within ten (10) Business Days after the Notice is provided. If the Termination Payment is negative (i.e., the Non-Defaulting Party owes the Defaulting Party more than the Defaulting Party owes the Non-Defaulting Party), then the Non-Defaulting Party shall pay such amount to the Defaulting Party within 10 Business Days after the Notice is provided.

The Parties shall negotiate to resolve any disputes regarding the calculation of the Termination Payment. Any disputes which the Parties are unable to resolve through negotiation may be submitted for resolution through the dispute resolution procedure in Article Ten.

**** End of Article Six ****

ARTICLE SEVEN. LIMITATIONS OF LIABILITIES

EXCEPT AS SET FORTH IN THIS ARTICLE SEVEN, THERE ARE NO WARRANTIES BY EITHER PARTY UNDER THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES IS THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY IS LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE.

IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, THE OBLIGOR'S LIABILITY IS LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES IS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

THE VALUE OF ANY PRODUCTION TAX CREDITS DETERMINED ON AN AFTER-TAX BASIS, LOST DUE TO BUYER'S DEFAULT (WHICH SELLER HAS NOT BEEN ABLE TO MITIGATE AFTER USE OF REASONABLE EFFORTS) IF ANY, SHALL BE DEEMED DIRECT DAMAGES.

THE VALUE OF ANY INVESTMENT TAX CREDITS DETERMINED ON AN AFTER-TAX BASIS, LOST DUE TO BUYER'S DEFAULT (WHICH SELLER HAS NOT BEEN ABLE TO MITIGATE AFTER USE OF REASONABLE EFFORTS) IF ANY, SHALL BE DEEMED DIRECT DAMAGES.

UNLESS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, INCLUDING THE PROVISIONS OF SECTION 9.03, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED IN THIS ARTICLE SEVEN ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THIS AGREEMENT ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER THIS AGREEMENT CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

NOTHING IN THIS ARTICLE SEVEN PREVENTS, OR IS INTENDED TO PREVENT BUYER FROM PROCEEDING AGAINST OR EXERCISING ITS RIGHTS WITH RESPECT TO ANY SECURED INTEREST IN COLLATERAL.

**** End of Article Seven ****

ARTICLE EIGHT. GOVERNMENTAL CHARGES

8.01 Cooperation to Minimize Tax Liabilities. Each Party shall use diligent efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties to minimize all taxes, so long as neither Party is materially adversely affected by such efforts.

8.02 Governmental Charges. Seller shall pay or cause to be paid all taxes imposed by any Governmental Authority on or with respect to the Generating Facility, Monthly Contract Payments made by Buyer to Seller, or the Power Product before the Delivery Point, including ad valorem taxes and other taxes attributable to the Generating Facility, the Site or land rights or interests in the Site or the Generating Facility ("Governmental Charges").

Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the Power Product at and after the Delivery Point.

If Seller is required by Applicable Laws to remit or pay Governmental Charges which are Buyer's responsibility under this Agreement, Buyer shall promptly reimburse Seller for such Governmental Charges.

If Buyer is required by Applicable Law or regulation to remit or pay Governmental Charges which are Seller's responsibility under this Agreement, Buyer may deduct such amounts from payments to Seller made pursuant to Article Four.

If Buyer elects not to deduct such amounts from Seller's payments, Seller shall promptly reimburse Buyer for such amounts upon Notice from Buyer of the amount to be reimbursed.

Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under Applicable Laws.

8.03 Providing Information to Taxing Governmental Authorities. To the extent required by Applicable Law and subject to Section 9.09(b), each Party shall provide information concerning the Generating Facility to any requesting taxing Governmental Authority.

**** End of Article Eight ****

ARTICLE NINE. MISCELLANEOUS

9.01 Representations and Warranties. On the Effective Date, each Party represents, warrants, and covenants to the other Party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) It has or will timely acquire all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Laws;

(d) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any Equitable Defenses;

(e) There is not pending, or to its knowledge threatened against it or, in the case of Seller, any of its Affiliates, any legal proceeding that could materially adversely affect its ability to perform under this Agreement;

(f) No Event of Default with respect to it has occurred and is continuing and no such event or circumstance will occur as a result of its entering into or performing its obligations under this Agreement;

(g) It is acting for its own account, and its decision to enter into this Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of the other Party and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement;

(h) It has not relied on any promises, representations, statements or information of any kind whatsoever that are not contained in this Agreement in deciding to enter into this Agreement; and

(i) It has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to provide or receive the Power Product as contemplated by this Agreement.

9.02 Additional Representations, Warranties, and Covenants by Seller. Seller represents, warrants and covenants to Buyer that:

(a) It will have Site Control as of the earlier of (i) the Term Start Date or (ii) any period before the Term Start Date to the extent necessary for Seller to perform its obligations under this Agreement and, in each case, will maintain Site Control throughout the Term;

(b) During the Term, it or its subcontractors will own or lease and Operate the Generating Facility unless otherwise agreed to by the Parties;

(c) It will deliver the Product to Buyer free and clear of all liens, security interests, Claims and encumbrances or any interest therein or thereto by any Person throughout the Term;

(d) It will hold throughout the Term the rights to all of the Product, subject to the terms of this Agreement;

(e) During the Term, it does not, and will not (1) convey, transfer, allocate, designate, award, report or otherwise provides any or all of the Product, or any portion thereof, or any benefits derived therefrom, to any party other than Buyer, or (2) start-up or Operate the Generating Facility per instruction of or for the benefit of any third party (except in order to satisfy the Site Host Load, or as required by other Applicable Laws);

(f) During the Term, the Generating Facility qualifies as an Eligible CHP Facility;

(g) The Generating Facility meets all applicable greenhouse gas emissions standards, as such standards may change from time to time during the Term; and

(h) As of the Effective Date, there is not pending, or to its knowledge threatened against it or any of its Affiliates, any legal proceeding that could materially adversely affect its ability to perform under this Agreement;

9.03 Indemnity.

(a) Each Party as indemnitor shall defend, save harmless and indemnify the other Party and the directors, officers, employees, and agents of such other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect, or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including reasonable attorneys' fees) for injury or death to Persons, including employees of either Party, and physical damage to property including property of either Party arising out of or in connection with the negligence or willful misconduct of the indemnitor relating to its obligations under this Agreement.

This indemnity applies notwithstanding the active or passive negligence of the indemnitee. However, neither Party is indemnified under this Agreement for its loss, liability, damage, claim, cost, charge, demand or expense to the extent resulting from its negligence or willful misconduct.

(b) Each Party releases and shall defend, save harmless and indemnify the other Party from any and all loss, liability, damage, claim, cost, charge, demand or expense arising out of or in connection with any breach made by the indemnifying Party of its representations, warranties and covenants in Section 9.01 and Section 9.02.

(c) The provisions of this Section 9.03 may 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.

(d) Notwithstanding anything to the contrary in this Agreement, if Seller fails to comply with the provisions of Sections 3.20(a)(v) or 9.10, Seller shall, at its own cost, defend, save harmless and indemnify Buyer, its directors, officers, employees, and agents, assigns, and successors in interest, from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including any direct, indirect, or consequential loss, damage, claim, cost, charge, demand, or expense, including reasonable attorneys' fees and other costs of litigation), resulting from injury or death to any person or damage to any property, including the personnel or property of Buyer, to the extent that Buyer would have been protected had Seller complied with all of the provisions of Sections 3.20(a)(v) and 9.10.

The inclusion of this Section 9.03(d) is not intended to create any express or implied right in Seller to elect not to provide the insurance required under Section 9.10.

(e) Each Party shall defend, save harmless and indemnify the other Party against any Governmental Charges for which such indemnifying Party is responsible under Article Eight.

(f) Seller shall defend, save harmless and indemnify Buyer against any penalty imposed upon Buyer as a result of Seller's failure to fulfill its obligations regarding Resource Adequacy Benefits as set forth in Sections 3.01 and 3.02.

(g) Seller is solely responsible for any NERC Standards Non-Compliance Penalties arising from or relating to Seller's failure to perform the Generator Operator Obligations or the Generator Owner Obligations for which Seller is responsible, in accordance with Section 3.21, and will indemnify, defend and hold Buyer harmless from and against all liabilities, damages, Claims, losses, and reasonable costs and expenses (which shall include reasonable costs and expenses of outside or in-house counsel) incurred by Buyer arising from or relating to Seller's actions or inactions that result in NERC Standards Non-Compliance Penalties or an attempt by any Governmental Authority, Person to assess such NERC Standards Non-Compliance Penalties against Buyer. Buyer will indemnify, defend and hold Seller harmless from and against all liabilities, damages, Claims, losses and reasonable costs and expenses (which shall include reasonable costs of outside and in-house counsel) incurred by Seller for any NERC Standards Non-Compliance Penalties to the extent they are due to Buyer's negligence or willful misconduct in performing its role as Seller's Scheduling Coordinator during the Term.

(h) All indemnity rights will survive the termination of this Agreement for twelve (12) months.

9.04 Assignment. Neither Party may assign this Agreement or its rights under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Any direct or indirect change of control of either Party (whether voluntary or by operation of law) will be deemed an assignment and will require the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding anything to the contrary in this Section 9.04, Seller may, without the consent of Buyer (and without relieving itself from liability hereunder):

(a) Transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements in accordance with Section 9.05; and

(b) Transfer or assign this Agreement to an Affiliate of Seller which Affiliate's creditworthiness is equal to or higher than that of Seller.

9.05 Consent to Collateral Assignment. Subject to the provisions of this Section 9.05, Seller has the right to assign this Agreement as collateral to a Lender for any financing or refinancing of the Generating Facility, including a Sale-Leaseback Transaction or Equity Investment and, in connection therewith, Buyer shall in good faith work with Seller and Lender to agree upon a consent to a collateral assignment of this Agreement or to a Sale-Leaseback Transaction or Equity Investment, as applicable ("Collateral Assignment Agreement").

The Collateral Assignment Agreement shall be in form and substance reasonably agreed to by Buyer, Seller and Lender, and shall include, among others, the following provisions (together with such other commercially reasonable provisions required by any Lender that are reasonably acceptable to Buyer):

(a) Buyer shall give, to the Person(s) to be specified by Lender in the Collateral Assignment Agreement, simultaneously with the Notice to Seller and before exercising its right to terminate this Agreement, written Notice of any event or circumstance known to Buyer which would, if not cured within the applicable cure period specified in Article Six, constitute an Event of Default (an "Incipient Event of Default");

(b) Lender shall have the right to cure an Incipient Event of Default or an Event of Default by Seller in accordance with the same provisions of this Agreement as apply to Seller;

(c) Following an Event of Default by Seller under this Agreement, Buyer may require Seller to (although Lender may, but shall have no obligation, subject to 9.05(g)) provide to Buyer a report concerning:

(i) The status of efforts by Seller or Lender to develop a plan to cure the Event of Default;

(ii) Impediments to the cure plan or its development;

(iii) If a cure plan has been adopted, the status of the cure plan's implementation (including any modifications to the plan as well as the expected timeframe within which any cure is expected to be implemented); and

(iv) Any other information which Buyer may reasonably require related to the development, implementation and timetable of the cure plan;

(d) Seller or Lender shall provide the report to Buyer within 10 Business Days after Notice from Buyer requesting the report. Buyer shall have no further right to require the report with respect to a particular Event of Default after that Event of Default has been cured;

(e) Lender shall have the right to cure an Event of Default or Incipient Event of Default on behalf of Seller, only if Lender sends a written notice to Buyer before the end of any cure period indicating Lender's intention to cure. Lender may remedy or cure the Event of Default or Incipient Event of Default within the cure period under this Agreement. Such cure period for Lender shall be extended for each day Buyer does not provide the Notice to Lender referred to in Section 9.05(a). In addition, such cure period may, in Buyer's reasonable discretion, be extended by no more than an additional one hundred and eighty (180) days. If possession of the Generating Facility is necessary to cure such Incipient Event of Default or Event of Default, Lender has commenced foreclosure proceedings within sixty (60) days after receipt of such Notice from Buyer, and Lender is making diligent and consistent efforts to complete such foreclosure, take possession of the Generating Facility and promptly cure the Incipient Event of Default or Event of Default, Lender or its designee(s) or assignee(s) will be allowed a reasonable period of time to complete such foreclosure proceedings, take possession of the Generating Facility and cure such Incipient Event of Default or Event of Default, not to exceed one hundred and eighty (180) days after Lender's commencement of foreclosure. Additionally, if Lender is prohibited from curing any Incipient Event of Default or Event of Default by any process, stay or injunction issued by a Governmental Authority or pursuant to any bankruptcy, insolvency or similar proceedings, then the time period for curing such Incipient Event of Default or Event of Default shall be extended for the period of the prohibition provided that Lender is exercising reasonable diligence in having such process, stay or injunction removed;

(f) Lender shall have the right to consent before any termination of this Agreement which does not arise out of an Event of Default or the end of the Term;

(g) Lender shall receive prior Notice of, and shall have the right to approve material amendments to this Agreement, which approval may not be unreasonably withheld, delayed or conditioned;

(h) In the event Lender, directly or indirectly, takes title to the Generating Facility (including title by foreclosure or deed in lieu of foreclosure), the Person taking title to the Generating Facility shall assume all of Seller's obligations arising under this Agreement and all related agreements (subject to such limits on liability as are mutually agreed to by Seller, Buyer and Lender as set forth in the Collateral Assignment Agreement); *provided, however*, that Lender (or such Person) shall have no liability for any monetary obligations of Seller under this Agreement which are due and owing to Buyer as of the assumption date (but this provision may not be interpreted to limit Buyer's rights to proceed against Seller as a result of an Event of Default) and Lender's (or such Person's) liability to Buyer after such assumption shall be limited to its interest in the Generating Facility; *provided further*, that before such assumption, if Buyer advises Lender (or such Person) that Buyer will require that Lender (or such Person) cure (or cause to be cured) one or more monetary or non-monetary Incipient Event(s) of Default or Event(s) of Default existing as of the date such Person takes title in order to avoid the exercise by Buyer (in its sole discretion) of Buyer's right to terminate this Agreement with respect to such Incipient Event(s) of Default or Event(s) of Default, then Lender (or such Person) at its

option and in its sole discretion may elect to either (i) cause such Incipient Event(s) of Default or Event of Default to be cured, or (ii) not assume this Agreement;

(i) If Lender has assumed this Agreement as provided in Section 9.05(h) and elects to sell or transfer the Generating Facility (after Lender directly or indirectly, takes title to the Generating Facility), or sale of the Generating Facility occurs through the actions of Lender or an agent of or representative of Lender (excluding any foreclosure sale where a third party other than Lender, Seller, an Affiliate of Lender or an Affiliate of Seller is the buyer), then Lender must cause the transferee or buyer to assume all of Seller's obligations arising under this Agreement and all related agreements as a condition of the sale or transfer excluding, however, a foreclosure (unless the transferee or buyer is Lender, Seller, an Affiliate of Lender or an Affiliate of Seller). Lender shall be released from all further obligations under the Agreement and all related documents following such assumption. Such sale or transfer (excluding a foreclosure) may be made only to a Person reasonably acceptable to Buyer; and

(j) If this Agreement is rejected in Seller's Bankruptcy or otherwise terminated in connection therewith and if Lender or its representative or designee, directly or indirectly, takes title to the Generating Facility, then, at the request of either Buyer or Lender, Buyer and Lender (or its designee or representative) shall promptly enter into a new agreement, wherein Buyer shall have substantially the same contractual rights as found in this Agreement. for the term that would have been remaining under this Agreement, provided that Lender's (or its designee's or representative's) liability under such new agreement shall be limited to its interest in the Generating Facility and neither Lender (or its designee or representative) nor Buyer shall have any personal liability to the other for any amounts owing and neither Buyer nor Lender (or its designee or representative) shall have any obligation to cure any defaults under the original Agreement that was rejected in, or otherwise terminated in connection with Seller's Bankruptcy.

9.06 Governing Law and Jury Trial Waiver. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER ARE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

9.07 Notices. All notices, requests, statements or payments shall be made as specified in Exhibit J. Notices (other than Forecasts and Scheduling requests) shall, unless otherwise specified in this Agreement, be in writing and may be delivered by hand delivery, first class United States mail, overnight courier service, electronic transmission or facsimile. Notices provided in accordance with this Section 9.07 are deemed given as follows:

(a) Notice by facsimile, electronic transmission or hand delivery is deemed given at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise are deemed given at the close of business on the next Business Day;

(b) Notice by overnight first class United States mail or overnight courier service is deemed given on the next Business Day after such Notice is sent out;

(c) Notice by first class United States mail is deemed given two (2) Business Days after the postmarked date;

(d) Notices are effective on the date deemed given, unless a different date for the Notice to go into effect is stated in another section of this Agreement;

(e) A Party may change its designated representatives, addresses and other contact information by providing notice of same in accordance herewith; and

(f) All notices, requests, statements or payments for this Generating Facility must reference the identification number set forth on the cover page of this Agreement.

9.08 General.

(a) This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitutes the entire agreement between the Parties relating to its subject matter.

(b) This Agreement will not be construed against any Party as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

(c) Except to the extent provided for in this Agreement, no amendment or modification to this Agreement is enforceable unless reduced to a writing signed by all Parties.

(d) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(e) Waiver by a Party of any default by the other Party will not be construed as a waiver of any other default.

(f) The term "including" when used in this Agreement is by way of example only and will not be considered in any way to be in limitation.

(g) The word "or" when used in this Agreement includes the meaning "and/or" unless the context unambiguously dictates otherwise.

(h) The headings used in this Agreement are for convenience and reference purposes only and will not affect its construction or interpretation. All references to "Articles", "Sections" and "Exhibits" refer to the corresponding Articles, Sections and Exhibits of this Agreement. Unless otherwise specified, all references to "Articles" or "Sections" in Exhibits A through Exhibit O refer to the corresponding Articles and Sections in the main body of this Agreement. Words having well-known technical or industry meanings have such meanings unless otherwise specifically defined in this Agreement.

(i) Where days are not specifically designated as Business Days, they are calendar days. Where years are not specifically designated as Term Years, they are calendar years.

(j) This Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except as shall inure to a successor or permitted assignee.

(k) No provision of this Agreement is intended to contradict or supersede any applicable agreement between the Parties covering transmission, distribution, metering, scheduling or interconnection of electric energy. In the event of an apparent contradiction between this Agreement and any such agreement, the applicable agreement controls.

(l) Whenever this Agreement specifically refers to any law, tariff, government department or agency, regional reliability council, Transmission Provider, or credit rating agency, the Parties agree that the reference also refers to any successor to such law, tariff or organization.

(m) The Parties acknowledge and agree that this Agreement and the transactions contemplated by this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

(n) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, an Adobe Acrobat file or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or by other electronic means will be deemed to be their original signatures for all purposes.

(o) Each Party reserves all rights, claims and defenses with respect to this Agreement, the AB1613 Decisions, and any application for rehearing, petition for modification, petition for declaratory order, or appeal filed with respect to such decisions.

9.09 Confidentiality.

(a) Neither Party shall disclose any Confidential Information to a third party, other than:

(i) To such Party's employees, Lenders, investors, attorneys, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential;

(ii) To potential Lenders with the consent of Buyer, which consent will not be unreasonably withheld; *provided, however*, that disclosure (1) of cash flow and other financial projections to any potential Lender or investor in connection with

a potential loan or tax equity investment; or (2) to potential Lenders or investors with whom Seller has negotiated (but not necessarily executed) a term sheet or other similar written mutual understanding, will not require such consent of Buyer; *provided further*, that in each case such potential Lender or investor has a need to know such information and has agreed to keep such terms confidential;

(iii) To Buyer's Procurement Review Group, as defined in D.02-08-071, subject to a protective order applicable to Buyer's Procurement Review Group;

(iv) With respect to Confidential Information other than nonpublic financial information of Seller supplied to Buyer pursuant to Section 3.20, the CPUC, the CEC or the FERC, under seal for any regulatory purpose, including policymaking, but only provided that the confidentiality protections from the CPUC under Section 583 of the California Public Utilities Code or other statute, order or rule offering comparable confidentiality protection are in place before the communication of such Confidential Information;

(v) In order to comply with any Applicable Law or any exchange, Control Area or CAISO rule, or order issued by a court or entity with competent jurisdiction over the disclosing party, other than to those entities set forth in Section 9.09(a)(vi);

(vi) In order to comply with any Applicable Law, including applicable regulation, rule, subpoena, or order of the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal, or any discovery or data request of the CPUC; and

(vii) To representatives of a Party's credit ratings agencies who have a need to review the terms and conditions of this Agreement for the purpose of assisting the Party in evaluating this Agreement for credit rating purposes or with respect to the potential impact of this Agreement on the Party's financial reporting obligations, in each case subject to confidentiality restrictions no less stringent than as set forth in this Agreement.

(b) In connection with requirements, requests or orders to produce documents or information in the circumstances provided in Sections 8.03 and 9.09(a)(vi) (all to be considered a "Disclosure Order") each Party shall, to the extent practicable, use reasonable efforts to (i) notify the other Party before disclosing the confidential information, and (ii) prevent or limit such disclosure. After using such reasonable efforts, the disclosing party may not be (x) prohibited from complying with a Disclosure Order, or (y) liable to the other Party for monetary or other damages incurred in connection with the disclosure of any terms or conditions of this Agreement which are the subject of such Disclosure Order.

(c) Except as provided in clause (y) of Section 9.09(b), the Parties are entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, the confidentiality obligations set forth in this Section 9.09.

(d) This Section 9.09 shall remain in effect for three (3) years following the termination of this Agreement.

9.10 Insurance.

(a) Seller shall, at its own expense and at all times from the Effective Date until the Term End Date, maintain in effect the following insurance policies and minimum limits of coverage (and such additional coverage as may be required by Applicable Law), in each case with insurance companies authorized to do business in California having an A.M. Best's Insurance Rating of A minus: VII or better:

(i) Workers' compensation insurance, with statutory limits as required by California;

(ii) Employer's liability insurance, with at least the following limits: (1) bodily injury by accident - $1,000,000 each accident; (2) bodily injury by disease - $1,000,000 policy limit; and (3) bodily injury by disease - $1,000,000 each employee;

(iii) Commercial general liability insurance, written on an "occurrence" (not a claims-made) basis, covering all operations by or on behalf of Seller arising out of or connected with this Agreement. This commercial general liability insurance must (1) bear a combined single limit per occurrence and annual aggregate of not less than $1,000,000, exclusive of defense costs, for all coverages, (2) contain standard cross-liability or severability of interest provisions, and (3) contain no explosion, collapse, or underground exclusion.

(iv) Commercial automobile liability insurance, covering bodily injury and property damage with a combined single limit of not less than $1,000,000 per occurrence. This commercial automobile liability insurance must cover liability arising out of the use of all owned, non-owned and hired automobiles.

(v) Excess liability insurance, written on an "occurrence" (not claims-made) basis and providing coverage excess of the underlying employer's liability, commercial general liability and commercial automobile liability insurance, on terms at least as broad as the underlying coverage with limits of not less than $4,000,000 per occurrence and in the annual aggregate.

(b) The insurance required in this Section 9.10 applies as primary insurance to, without a right of contribution from, any other insurance maintained by or afforded to Buyer, its subsidiaries and parent company, and their respective officers, directors, shareholders, agents, and employees, despite of any provision in Seller's insurance to the contrary. Carriers furnishing the required insurance must waive all rights of recovery from or subrogation against Buyer, its subsidiaries and parent company, and their respective officers, directors, shareholders, agents, employees and insurers. The insurance required in Section 9.10(a) must name Buyer, its subsidiaries and parent company, and their respective officers, directors, shareholders, agents and employees additional insureds with respect to all third party liabilities arising out of Seller's construction, use or

ownership of the Generating Facility. The insurance required in this Section 9.10 may be provided by any combination of Seller's primary and excess liability policies.

(c) Within 30 days of the Effective Date, and within a reasonable time after coverage is renewed or replaced, Seller shall furnish to the Buyer certificates of insurance in forms reasonably acceptable to Buyer, establishing that Seller's policies provide the coverage and limits of insurance required under this Section 9.10 and that these policies will be in full force and effect as of the Effective Date, continuing until the end of the Term. Seller's insurance obtained in accordance with this Section 9.10 may only be terminated, expire or materially altered upon 30 days' prior Notice to Buyer.

(d) If any of the required insurance coverages contain aggregate limits applying to other operations of Seller outside of this Agreement, and such limits are diminished by any incident, occurrence, claim, settlement or judgment against such insurance, Seller shall take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

(e) If Seller fails to comply with any of the provisions of this Section 9.10, Seller shall, among other things and without restricting Buyer's remedies under the law or otherwise, at its own cost, defend, indemnify and hold harmless Buyer, its subsidiaries and parent company, and their respective officers, directors, shareholders, agents, and employees, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damage to any property to the extent that Buyer would have been protected had Seller complied with all of the provisions of this Section. Nothing in this Section 9.10(e) affects or diminishes Seller's obligation to indemnify SCE under any other section of this Agreement.

9.11 Nondedication. Notwithstanding any other provisions of this Agreement, neither Party dedicates any of the rights that are or may be derived from this Agreement or any part of its facilities involved in the performance of this Agreement to the public or to the service provided under this Agreement, and such service shall cease upon termination of this Agreement.

9.12 Mobile Sierra. Notwithstanding any provision of this Agreement, neither Party will seek, nor will they support any third party in seeking, to prospectively or retroactively revise the rates, terms, or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206, or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties.

Further, absent the prior agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party, a non-Party or the FERC acting *sua sponte* shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 US 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 US 348 (1956).

9.13 Seller Ownership and Control of Generating Facility. Seller agrees, that, in accordance with FERC Order No. 697, upon request of Buyer, Seller shall submit a letter of concurrence in

support of an affirmative statement by Buyer that the contractual arrangement set forth in this Agreement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that the contractual arrangement set forth in this Agreement conveys ownership or control of generation capacity from Seller to Buyer.

9.14 Simple Interest Payments. Except as specifically provided in this Agreement, any outstanding and past due amounts owing and unpaid by either Party under the terms of this Agreement shall be eligible to receive a Simple Interest Payment calculated using the Interest Rate for the number of days between the date due and the date paid.

9.15 Payments. Payments to be made under this Agreement shall be made, at Seller's option, by check or electronic wire funds transfer.

9.16 Provisional Relief. The Parties acknowledge and agree that irreparable damage would occur if certain provisions of this Agreement are not performed in accordance with the terms hereof, that money damages would not be a sufficient remedy for any breach of such provisions of this Agreement, and that the Parties shall be entitled, without the requirement of posting a bond or the other security, to seek a preliminary injunction, temporary restraining order, or other provisional relief as a remedy for a breach of Sections 3.01, 3.02, 3.04, 9.09 and Section 4(e) of Exhibit D in any court of competent jurisdiction, notwithstanding the obligation to submit all other disputes (including all Claims for monetary damages under this Agreement) to arbitration pursuant to Section 10.01. The Parties further acknowledge and agree that the results of such arbitration may be rendered ineffectual without such provisional relief.

Such a request for provisional relief does not waive a Party's right to seek other remedies for the breach of the provisions specified above in accordance with Section 10.01, notwithstanding any prohibition against claim-splitting or other similar doctrine. The other remedies that may be sought include specific performance and injunctive or other equitable relief, plus any other remedy specified in this Agreement for such breach of the provision, or if this Agreement does not specify a remedy for such breach, all other remedies available at law or equity to the Parties for such breach.

**** End of Article Nine ****

ARTICLE TEN. DISPUTE RESOLUTION

10.01 Dispute Resolution. Other than requests for provisional relief under Section 9.16, any and all disputes, Claims or controversies arising out of, relating to, concerning, or pertaining to the terms of this Agreement, or to either Party's performance or failure of performance under this Agreement ("Disputes"), which Disputes the Parties have been unable to resolve by informal methods, will first be submitted to mediation in accordance with the procedures described in Section 10.02, and if the Dispute is not resolved through mediation, then for final and binding arbitration in accordance with the procedures described in Section 10.03.

10.02 Mediation. Either Party may initiate mediation by providing Notice to the other Party of a written request for mediation, setting forth a description of the Dispute and the relief requested.

The Parties will cooperate with one another in selecting the mediator ("Mediator") from the panel of neutrals from JAMS or any other mutually acceptable non-JAMS Mediator, and in scheduling the time and place of the mediation. Such selection and scheduling will be completed within forty-five (45) days after Notice of the request for mediation.

Unless otherwise agreed to by the Parties, the mediation will not be scheduled for a date that is greater than one hundred and twenty (120) days from the date of Notice of the request for mediation.

The Parties covenant that they will participate in the mediation, and that they will share equally in its costs (other than each Party's individual attorneys' fees and costs related to the Party's participation in the mediation, which fees and costs will be borne by such Party).

All offers, promises, conduct and statements, whether oral or written, made in connection with or during the mediation by either of the Parties, their agents, representatives, employees, experts and attorneys, and by the Mediator or any of the Mediator's agents, representatives and employees, will not be subject to discovery and will be confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding between or involving the Parties, or either of them; *provided, however*, that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

10.03 Arbitration. Either Party may initiate binding arbitration with respect to the matters first submitted to mediation in accordance with Section 10.02 by providing Notice of a demand for binding arbitration before a single, neutral arbitrator (the "Arbitrator") at any time following the unsuccessful conclusion of the mediation provided for in Section 10.02.

The Parties will cooperate with one another in selecting the Arbitrator within sixty (60) days after Notice of the demand for arbitration and will further cooperate in scheduling the arbitration to commence no later than one hundred and eighty (180) days from the date of Notice of the demand. If the Parties are unable to agree upon a mutually acceptable Arbitrator, the Arbitrator will be appointed as provided for in California Code of Civil Procedure Section 1281.6. To be qualified as an Arbitrator, each candidate must be a retired judge of a trial court of any state or federal court, or retired justice of any appellate or supreme court.

Unless otherwise agreed to by the Parties, the individual acting as the Mediator will be disqualified from serving as the Arbitrator in the dispute, although the Arbitrator may be another member of the JAMS panel of neutrals or such other panel of neutrals from which the Parties have agreed to select the Mediator.

Upon Notice of a Party's demand for binding arbitration, such Dispute submitted to arbitration, including the determination of the scope or applicability of this Agreement to arbitrate, will be determined by binding arbitration before the Arbitrator, in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

Except as provided for in this Section 10.03, the arbitration will be conducted by the Arbitrator in accordance with the rules and procedures for arbitration of complex business disputes for the organization with which the Arbitrator is associated. Absent the existence of such rules and procedures, the arbitration will be conducted in accordance with the California Arbitration Act, California Code of Civil Procedure Section 1280 et seq. and California procedural law (including the Code of Civil Procedure, Civil Code, Evidence Code and Rules of Court, but excluding local rules).

Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, the place of the arbitration will be in San Francisco, California, and discovery will be limited as follows:

(a) Before discovery commences, the Parties shall exchange an initial disclosure of all documents and percipient witnesses which they intend to rely upon or use at any arbitration proceeding (except for documents and witnesses to be used solely for impeachment);

(b) The initial disclosure will occur within thirty (30) days after the initial conference with the Arbitrator or at such time as the Arbitrator may order;

(c) Discovery may commence at any time after the Parties' initial disclosure;

(d) The Parties will not be permitted to propound any interrogatories or requests for admissions;

(e) Discovery will be limited to twenty-five (25) document requests (with no subparts), three lay witness depositions, and three expert witness depositions (unless the Arbitrator holds otherwise following a showing by the Party seeking the additional documents or depositions that the documents or depositions are critical for a fair resolution of the Dispute or that a Party has improperly withheld documents);

(f) Each Party is allowed a maximum of three expert witnesses, excluding rebuttal experts;

(g) Within sixty (60) days after the initial disclosure, or at such other time as the Arbitrator may order, the Parties shall exchange a list of all experts upon which they intend to rely at the arbitration proceeding;

(h) Within thirty (30) days after the initial expert disclosure, the Parties may designate a maximum of two rebuttal experts;

(i) Unless the Parties agree otherwise, all direct testimony will be in form of affidavits or declarations under penalty of perjury; and

(j) Each Party shall make available for cross-examination at the arbitration hearing its witnesses whose direct testimony has been so submitted.

Subject to Article Seven, the Arbitrator will have the authority to grant any form of equitable or legal relief a Party might recover in a court action. The Parties acknowledge and agree that irreparable damage would occur in the event certain provisions of this Agreement are not performed in accordance with the terms hereof, that money damages would not be a sufficient remedy for any breach of such provisions of this Agreement, and that the Parties shall be entitled, without the requirement of posting a bond or other security, to specific performance and injunctive or other equitable relief as a remedy for a breach of Sections 3.01, 3.02, 3.04, 9.09 or Section 4(e) of Exhibit D.

Judgment on the award may be entered in any court having jurisdiction.

The Arbitrator must, in any award, allocate all of the costs of the binding arbitration (other than each Party's individual attorneys' fees and costs related to the Party's participation in the arbitration, which fees and costs will be borne by such Party), including the fees of the Arbitrator and any expert witnesses, against the Party who did not prevail.

Until such award is made, however, the Parties will share equally in paying the costs of the arbitration.

**** End of Article Ten ****

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

[SELLER'S NAME],

a [Seller's business registration]

By:_____

Name:_____

Title:_____

[BUYER'S NAME],

a California corporation

By:_____

Name:_____

Title:_____

EXHIBIT A
Definitions

For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Exhibit A:

"AB 1613 Decisions" means the decisions issued in R.08-06-024.

"Act" has the meaning set forth in Recital A.

"Affiliate" means, with respect to a Party, any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such Party. For purposes of this Agreement, "control" means the direct or indirect ownership of 50% or more of the outstanding capital stock or other equity interests having ordinary voting power.

"Agreement" has the meaning set forth in the Preamble.

"Ambient Conditions" means reductions in capacity due to that status of, or variations in, Site Host Load or ambient weather conditions.

"Applicable Laws" means all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to either or both of the Parties, the Generating Facility or the terms of this Agreement.

"Arbitrator" has the meaning set forth in Article Ten.

"As-Available Contract Capacity" means the electric energy generating capacity that Seller provides on an as-available basis for the Power Product, as set forth in Section 1.02(c).

"Availability Standards" means the standard set forth in the CAISO Tariff setting forth criteria for determining if a Resource Adequacy Resource is subject to Non-Availability Charges or Availability Incentive Payments (each as defined in the CAISO Tariff), under the CAISO Tariff.

"Average Higher Heating Value MPR Heat Rate" means the heat rate equal to 6,924 Btu/kWh, or 6.924 mmbtu/MWh, per CPUC Resolution E-4298, which heat rate will be modified in this Agreement if there is any modification thereto by the CPUC or other authorized Governmental Authority.

"Bankrupt" means with respect to any Person, such Person:

(a) Files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it (which petition is not dismissed within ninety (90) days);

(b) Makes an assignment or any general arrangement for the benefit of creditors;

(c) Otherwise becomes bankrupt or insolvent (however evidenced);

(d) Has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or

(e) Is generally unable to pay its debts as they fall due.

"Business Day" means any day except a Saturday, Sunday, the Friday after the United States Thanksgiving holiday, or a Federal Reserve Bank holiday that begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice or payment or performing a specified action.

"Buyer" has the meaning set forth in the Preamble.

"Buyer Tariffs" means the entire body of effective rates, fees, rentals, charges, and rules collectively of PG&E, including title page, preliminary statement, service area maps, rate schedules, list of contracts and deviations, rules, and sample forms.

"Buyer Energy Schedule" means the schedule of electric energy that Buyer submits to the CAISO for electric energy produced by the Generating Facility.

"Buyer Parent Energy Schedule" means the schedule of electric energy that Buyer submits to the CAISO for electric energy delivered to the CAISO for the CAISO Global Resource ID associated with the Generating Facility.

"Buyer Projected Energy Forecast" has the meaning set forth in Section 2(a) of Exhibit E.

"CAISO" means the California Independent System Operator Corporation or successor entity that dispatches certain generating units, supplies certain loads and controls the transmission facilities of entities that (a) own, operate and maintain transmission lines and associated facilities or have entitlements to use certain transmission lines and associated facilities, and (b) have transferred to the CAISO or its successor entity operational control of such facilities or entitlements.

"CAISO-Approved Meter" means any revenue quality, electric energy measurement meter furnished by Seller, that (a) is designed, manufactured and installed in accordance with the CAISO's metering requirements, or, to the extent that the CAISO's metering requirements do not apply, Prudent Electrical Practices, and (b) includes all of the associated metering transformers and related appurtenances that are required in order to measure the net electric energy output from the Generating Facility.

"CAISO-Approved Quantity" means the total quantity of electric energy that Buyer Schedules with the CAISO and the CAISO approves in its final schedule, which is published in accordance with the CAISO Tariff.

"CAISO Charges" means the debits, costs, fees, penalties, sanctions, interest or similar charges, including imbalance energy charges, that are directly assigned by the CAISO to the CAISO Global Resource ID for the Generating Facility for, or attributable to, Scheduling, Availability Standards or deliveries from the Generating Facility under this Agreement.

"CAISO Charges Invoice" has the meaning set forth in Section 5 of Exhibit E.

"CAISO Controlled Grid" has the meaning set forth in the CAISO Tariff.

"CAISO Declared Over-Generation Condition" means a CAISO declared condition on the CAISO Controlled Grid where the sum of the desired generation output of all of Scheduling Coordinators in the Control Area, absent mitigation, would be greater than the system load.

"CAISO Forced Outage Report" means a complete copy of a forced outage report in a form reasonably acceptable to Buyer which includes detailed information regarding the event, including the affected Generating Unit, outage start date and time, estimation of outage duration, MW unavailable and summary of work to be performed.

"CAISO Global Resource ID" means the number or name assigned by the CAISO to the CAISO-Approved Meter.

"CAISO Revenues" means the credits, fees, payments, revenues, interest or similar benefits, including imbalance energy payments, that are directly assigned by the CAISO to the CAISO Global Resource ID for the Generating Facility for, or attributable to, Scheduling or deliveries from the Generating Facility under this Agreement.

"CAISO Station Power Protocol" means the CAISO protocol that the CAISO filed with the FERC in Docket ER05-849, including all revisions, amendments and successor protocols that would allow a generating facility to self-supply its Station Power (as defined in the CAISO Tariff) by any means other than permitted netting, when permitted netting allows netting of generator output with Station Power load that is electrically connected to the generator at the same time when the generator is on-line.

"CAISO Tariff" means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time to time and approved by the FERC.

"CARB" means the California Air Resources Board.

"Capacity Attributes" means any and all current or future defined characteristics, certificates, tag, credits, ancillary service attributes, or accounting constructs, howsoever entitled, other than Resource Adequacy Benefits, attributed to or associated with the electricity generating capability of the Generating Facility.

"CEC" means the California Energy Commission, or any successor entity.

"Check Meter" means the Buyer revenue-quality meter section or meter(s), which Buyer may furnish at its discretion, as set forth in Section 3.09(b) and will include those devices normally supplied by Buyer or Seller under the applicable utility electric service requirements.

"CHP" means combined heat and power.

"Claiming Party" has the meaning set forth in Section 5.02.

"Claims" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed before or after the termination of this Agreement.

"Collateral Assignment Agreement" has the meaning set forth in Section 9.05.

"Confidential Information" means all oral or written communications exchanged between the Parties on or after the Effective Date relating to the implementation of this Agreement, including information related to Seller's compliance with operating and efficiency standards applicable to an Eligible CHP Facility. Confidential Information does not include (i) information which is in the public domain as of the Effective Date or which comes into the public domain after the Effective Date from a source other than from the other Party, (ii) information which either Party can demonstrate in writing was already known to such Party on a non-confidential basis before the Effective Date, (iii) information which comes to a Party from a bona fide third-party source not under an obligation of confidentiality, or (iv) information which is independently developed by a Party without use of or reference to Confidential Information or information containing Confidential Information.

"Control Area" means the electric power system (or combination of electric power systems) under the operational control of the CAISO or any other electric power system under the operational control of another organization vested with authority comparable to that of the CAISO.

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions, legal expenses and other similar third party transaction costs and expenses reasonably incurred by such Party in entering into any new arrangement which replaces this Agreement.

"CPUC" means the California Public Utilities Commission, or any successor entity.

"Credit Rating" means with respect to any Person, on the relevant date of determination, the respective ratings then assigned to such Person's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P or Moody's. If no rating is assigned to such Person's unsecured, senior long-term debt or deposit obligation by either S&P or Moody's, then "Credit Rating" shall mean the general corporate credit rating or long-term issuer rating assigned to the Person by S&P or Moody's, as the case may be.

"Cross Default Amount" is the amount set forth in Section 1.06(f).

"Daily Delay Liquidated Damages" has the meaning set forth in Section 4(c)(ii) of Exhibit D.

"Day-Ahead" has the meaning set forth in the CAISO Tariff.

"Decision" means CPUC Decision D. 07-09-040.

"Defaulting Party" has the meaning set forth in Section 6.01(a).

"Delivery Point" has the meaning set forth in Section 1.03.

"Development Security" has the meaning set forth in Section 4(b)(i) of Exhibit D.

"Direct GHG Compliance Costs" mean any taxes, charges or fees imposed by an authorized Governmental authority with jurisdiction over the Seller or the Generating Facility, and levied directly on the Generating Facility for GHG emissions attributable to its Operations.

"Disclosure Order" has the meaning set forth in Section 9.09(b).

"Dispute" has the meaning set forth in Section 10.01.

"Early Termination Date" has the meaning set forth in Section 6.02(a).

"Effective Date" has the meaning set forth in the Preamble.

"Eligible CHP Facility" means a facility, as defined by Public Utilities Code Section 2840.2, subdivisions (a) and (b) that, (1) meets the guidelines established by the California Energy Commission pursuant to Public Utilities Code §2843 and, (2) meets the requirements of 18 Code of Federal Regulations §292.201, et seq., unless Seller is a public agency exempt from FERC jurisdiction under 16 United States Code ("USC") §824(f).

"Emergency" means an actual or imminent condition or situation which:

(a) Is defined and declared by the CAISO or Transmission Provider;

(b) Jeopardizes the integrity or reliability of the CAISO Controlled Grid or Transmission Provider's electric system;

(c) Requires automatic or immediate manual action to prevent or limit loss of load or generation supply; or

(d) Poses a threat to public safety.

"Equitable Defense" means any Bankruptcy or other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain same may be pending.

"Equity Investment" means an acquisition by a Lender of an ownership interest, in the form of stock, membership or partnership interest, in Seller or the immediate parent of Seller under which Seller retains the right to act in all matters relating to the control and Operation of the Site and the Generating Facility for the Term, subject to Lender's rights to enforce its ownership interest in Seller or the immediate parent of Seller, as applicable, in the event of a default by Seller or the immediate parent of Seller under Lender's equity acquisition agreement or the partnership agreement, operating agreement, or other agreement governing the relationship between the equity owners of the Generating Facility.

"Event of Default" has the meaning set forth in Section 6.01.

"Existing Eligible CHP Facility" means an Eligible CHP Facility that first commenced Operation on or after January 1, 2008 but before the Effective Date.

"Expected Term Year Energy Production" means the Metered Energy quantity expected to be produced by the Generating Facility during each Term Year, as set forth in Section 1.02(d).

"Federal Funds Effective Rate" means the rate for that day opposite the caption "Federal Funds (effective)" as set forth in the weekly statistical release as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

"FERC" means the Federal Energy Regulatory Commission, or any successor entity.

"Financial Incentives" means any and all financial incentives, benefits or credits associated with the Generating Facility, or the ownership or Operation thereof, or the electrical or thermal output of the Generating Facility, including any production or investment tax credits, real or personal property tax credits or sales or use tax credits, but not including any Green Attributes, Capacity Attributes or Resource Adequacy Benefits.

"Firm Operation Date" means the date that is six months after the Term Start Date.

"Force Majeure" means any event or circumstance to the extent beyond the control of, and not the result of the negligence of, or caused by, the Party seeking to have its performance obligation excused thereby, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome.
Force Majeure does not include:

(a) A failure of performance of any other Person, including any Person providing electric transmission service or fuel transportation to the Generating Facility, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure event;

(b) Failure to timely apply for or obtain Permits or other credits required to Operate the Generating Facility;

(c) Breakage or malfunction of equipment (except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure); or

(d) A lack of fuel of an inherently intermittent nature such as wind, water, solar radiation or waste gas or waste derived fuel.

"Forced Outage" has the meaning set forth in the CAISO Tariff.

"Forecast" means the hourly forecast of (a) the total electric energy production of the Generating Facility (in MWh) when the Generating Facility is not PIRP-eligible net of the Site Host Load and Station Use, or (b) the available total generation capacity of the Generating Facility (in MW) when the Generating Facility is PIRP-eligible net of the Site Host Load and Station Use.

"Forward Settlement Amount" means the Non-Defaulting Party's Costs and Losses on the one hand, netted against its Gains, on the other. If the Non-Defaulting Party's Gains exceed its Costs and Losses, then the Forward Settlement Amount shall be zero dollars. If the Non-Defaulting Party's Costs and Losses exceed its Gains, then the Forward Settlement Amount shall be an amount owing to the Defaulting Party. The Forward Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

"Free Allowance" means any GHG Emissions Allowance freely allocated to Seller or the Generating Facility by CARB or an authorized Governmental Authority (or any entity authorized by such Governmental Authority).

"GAAP" means generally accepted accounting principles for financial reporting in the United States, consistently applied.

"Gains" means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), as of the Early Termination Date resulting from the termination of this Agreement, expressed in dollars and determined in a commercially reasonable manner.

"Generating Facility" means the Generating Unit(s) comprising Seller's power plant, as more particularly described in Section 1.02 and Exhibit B, including all other materials, equipment, systems, structures, features and improvements necessary to produce electric energy and thermal energy, excluding the Site, land rights and interests in land.

"Generating Unit" means one or more generating equipment combinations typically consisting of prime mover(s), electric generator(s), electric transformer(s), steam generator(s) and air emission control devices.

"Generation Operations Center" means the location of Buyer's real-time operations personnel.

"Generator Operator" means the Person that Operates the Generating Facility and performs the functions of supplying energy and interconnected operations services within the meaning of the NERC Registration Criteria.

"Generator Operator Obligations" means the obligations of a Generator Operator as set forth in all applicable NERC Reliability Standards.

"Generator Owner" means the Person that owns the Generating Facility and has registered with the NERC as the Person responsible for complying with all NERC Reliability Standards applicable to the owner of the Generating Facility.

"Generator Owner Obligations" means the obligations of a Generator Owner as set forth in all applicable NERC Reliability Standards.

"GHG" is an abbreviation for "greenhouse gas" which means emissions released into the atmosphere of carbon dioxide (CO2), nitrous oxide (N2O) and methane (CH4), which are produced as the result of combustion or transport of fossil fuels. Other greenhouse gases may include hydrofluorocarbons (HFCs), perfluorocarbons (PFCs) and sulfur hexafluoride (SF6), which are generated in a variety of industrial processes. Greenhouse gases may be defined or expressed in terms of a metric ton of CO2-equivalent, in order to allow comparison between the different effects of gases on the environment; provided, however, that the definition of the term "Greenhouse Gas", as set forth in the immediately preceding sentence, shall be deemed revised to include any update or other change to such term by the CARB or any other Governmental Authority

"GHG Emissions Allowance" means a limited tradable authorization (whether in the form of a credit, allowance, or other similar right), allocated to, issued to or purchased by, Seller, the Site Host or a

Related Entity of Seller, which respect to the Generating Facility, to emit one MT of GHG, in accordance with a cap-and-trade program in California for the regulation of GHG, as established by CARB (and/or by a different Governmental Authority pursuant to federal or state legislation), and as applied to the GHG emitted by the Generating Facility.

"GHG Emissions Cap" means the product of (a) the rate for tonnes of CO2 per MMBtu of natural gas, 0.0531 tonnes/mmbtu, times (b) the Average Higher Heating Value MPR Heat Rate in mmbtu/MWh.

"GHG EPS" means the Greenhouse Gas Emissions Performance Standard set forth in CPUC D.07-01-039 and in subsequent CPUC rulings implementing D.07-01-039, as well as revisions to these standards set forth in any subsequent CPUC-established precondition to the execution of this Agreement.

"Governmental Authority" means (a) any federal, state, local, municipal or other government, (b) any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or (c) any court or governmental tribunal.

"Governmental Charges" has the meaning as set forth in Section 8.02.

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

(1) Any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants;

(2) Any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;

(3) The reporting rights to these avoided emissions, such as Green Tag Reporting Rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy.

Green Attributes do not include:

(i) Any energy, capacity, reliability or other power attributes from the Project,

(ii) Production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation,

(iii) Fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or

(iv) Emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"Guarantor" means that certain guarantor of Seller set forth in Section 1.06(d).

"Guaranty Agreement" means a guaranty agreement substantially in the form of Exhibit K.

"High-Value Area" means a "Local Resource Adequacy" area based on the most recent CAISO Local Capacity Requirement Study adopted by the CPUC, as defined in Exhibit C, Section 6.

"Holidays" means "NERC Holidays" as defined in Exhibit C, Section 5. "Time of Delivery Periods and Allocation Factors."

"Host Site" means the site at which the Site Host Load is consumed, including real property, facilities and equipment owned or operated by the Site Host or its Affiliates located at such site.

"Hour-Ahead Scheduling Deadline" means 30 minutes before the deadline established by the CAISO for the submission of schedules for the applicable hour.

"IFM" (i.e., the Integrated Forward Market) has the meaning set forth in the CAISO Tariff.

"Incipient Event of Default" has the meaning set forth in Section 9.05(a).

"Interconnection Study or Interconnection Studies" means a study or studies prepared by or on behalf of the Transmission Provider or the CAISO to evaluate the impact of the interconnection of the Generating Facility to the Transmission Provider's electric system or the applicable Control Area operator's electric grid.

"Interest Rate" means an annual rate equal to the rate published in The Wall Street Journal as the "Prime Rate" (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due plus two percentage points; provided, however, that in no event shall the Interest Rate exceed the maximum interest rate permitted by Applicable Laws.

"JAMS" means the Judicial Arbitration and Mediation Services, Inc. or any successor entity.

"kW" means a kilowatt (1,000 watts) of electric capacity or power output.

"kWh" means a kilowatt-hour (1,000 watt-hours) of electric energy.

"Lease" means one or more agreements whereby Seller leases the Site(s) described in Section 1.02 and Exhibit B from a third party, the term of which lease begins on or before the Term Start Date and extends at least through the Term End Date.

"Lender" means any third-party institution or entity or successor in interest or assignee that either (i) purchases the Generating Facility and then leases it to Seller under a Sale-Leaseback Transaction, or (ii) provides development, bridge, construction, or permanent debt or tax equity financing or refinancing (including an Equity Investment) for the Generating Facility to Seller or credit support in connection with this Agreement.

"Letter of Credit" means an irrevocable, nontransferable standby letter of credit provided by Seller and issued by a U.S. commercial bank or a U.S. branch of a foreign bank with such bank having a Credit Rating of at least "A-" from S&P and "A3" from Moody's, substantially in the form of Exhibit L. All costs to establish and maintain the Letter of Credit shall be borne by Seller.

"Letter of Credit Default" means with respect to a Letter of Credit, the occurrence of any of the following events:

(a) The issuer of such Letter of Credit fails to maintain a Credit Rating of at least "A-" by S&P and "A3" by Moody's;

(b) The issuer of the Letter of Credit fails to comply with or perform its obligations under such Letter of Credit;

(c) The issuer of such Letter of Credit disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Letter of Credit;

(d) Such Letter of Credit fails or ceases to be in full force and effect at any time;

(e) Seller fails to provide an extended or replacement Letter of Credit within 20 Business Days before such Letter of Credit expires or terminates; or

(f) The issuer of such Letter of Credit becomes Bankrupt;

provided, however, that no Letter of Credit Default shall occur or be continuing in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to a Party in accordance with the terms of this Agreement.

"Location Bonus" is described in Section 6 of Exhibit C.

"Losses" means, with respect to any Party, an amount equal to the present value of the economic loss to it if any (exclusive of Costs), as of the Early Termination Date, resulting from the termination of this Agreement, expressed in dollars and determined in a commercially reasonable manner.

"Market Price" means the real-time price for Uninstructed Imbalance Energy (as defined in the CAISO Tariff) or any successor price for short-term imbalance energy, as such price or successor price is defined in the CAISO Tariff, that would apply to the Generating Facility, which values are, as of the Effective Date, posted by the CAISO on its website. The values used in this Agreement will be those appearing on the CAISO website on the third Business Day of the calendar month following the month for which such prices are being applied.

"Mediator" has the meaning set forth in Section 10.02.

"Metered Amounts" means the quantity of electric energy, expressed in kWh, as recorded by (i) the CAISO-Approved Meter(s), which quantity may include compensation factors introduced by the CAISO into the CAISO-Approved Meter(s), or (ii) Check Meter(s), as applicable.

"Metered Energy" means the total electric energy, expressed in kWh, measured by any or all of the CAISO-Approved Meters or Check Meters, as applicable, at the Generating Facility for the specified Metering Interval, after adjusting for any compensation factors introduced by the CAISO into the CAISO-approved meter.

"Metering Interval" means the smallest measurement time period over which data are recorded by the CAISO-Approved Meters or Check Meters.

"Milestone Schedule" means Seller's milestone schedule, the form of which is attached to this Agreement as Exhibit M.

"Monthly Contract Payment" has the meaning set forth in Section 4.01.

"Monthly Scheduling Fee" is described in Section 4(b) of Exhibit E.

"Moody's" means Moody's Investor Services, Inc.

"MW" means a megawatt (1,000,000 watts) of electric capacity or power output.

"MWh" means a megawatt-hour (1,000,000 watt-hours) of electric energy or power output.

"NERC" means the North American Electric Reliability Corporation, or any successor entity.

"NERC Registration Criteria" means the most recent NERC Statement of Compliance Registry Criteria, which is available on NERC's website.

"NERC Reliability Standards" means those reliability standards applicable to the Generating Facility, or to the Generator Owner or the Generator Operator with respect to the Generating Facility, that are adopted by the NERC and approved by the applicable regulatory authorities, which are available on NERC's website.

"NERC Standards Non-Compliance Penalties" means any and all monetary fines, penalties, damages, interest or assessments by the NERC, the CAISO, the WECC, a Governmental Authority or any Person acting at the direction of a Governmental Authority arising from or relating to a failure to perform the obligations of Generator Operator or Generator Owner as set forth in the NERC Reliability Standards.

"New Eligible CHP Facility" means an Eligible CHP Facility that commences Operation after the Effective Date.

"Non-Defaulting Party" has the meaning set forth in Section 6.02.

"Non-Peak Hours" means the hours specified in the definitions of "Shoulder" and "Night" TOD Periods in Exhibit C, "5. Time of Delivery Periods and Allocations Factors" or Exhibit C (1), "4. Time of Delivery Periods," as determined pursuant to Section 1.05.

"Notice" means notices, requests, statements or payments provided in accordance with Section 9.07 and Exhibit J.

"OMAR" means the Operational Metering Analysis and Reporting System operated and maintained by the CAISO as the repository of settlement-quality meter data or its successor.

"Operate", "Operating", and "Operation" mean to provide (or the provision of) all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in order to produce the Power Product in accordance with Prudent Electrical Practices.

"Outage" has the meaning set forth in the CAISO Tariff.

"Outage Schedule" has the meaning set forth in Section 2(a) of Exhibit N.

"Outage Schedule Submittal Requirements" describes the obligations of Seller to submit maintenance and planned outage schedules (as defined in the CAISO Tariff under WECC rules) to Buyer 24 months in advance, as set forth in Exhibit N.

"Parallel Operation" means the Generating Facility's electrical apparatus is connected to the Transmission Provider's system and the circuit breaker at the point of common coupling is closed. The Generating Facility may be producing electric energy or consuming electric energy at such time.

"Party or Parties" has the meaning set forth in the Preamble.

"Peak Months" means June, July, August and September.

"Performance Assurance" means collateral (in the amount of the Performance Assurance Amount) for Seller's performance under this Agreement in the form of cash, Letter(s) of Credit, or other security acceptable to Buyer.

"Performance Assurance Amount" has the meaning set forth in Section 1.06(b).

"Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the CAISO, in order to develop, construct, Operate, maintain, improve, refurbish or retire the Generating Facility or to Forecast or deliver the electric energy produced by the Generating Facility to Buyer.

"Person or Persons" means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Authority.

"Physical Trade" has the meaning set forth in the CAISO Tariff.

"PIRP" (i.e., Participating Intermittent Resource Program) means the CAISO's intermittent resource program initially established pursuant to Amendment No. 42 of the CAISO Tariff in Docket No. ER02-922-000, or any successor program that Buyer determines accomplishes a similar purpose.

"Planned Outage" means a disconnection, separation or reduction in the capacity of the Generating Facility which is not the result of a Forced Outage.

"PNode" has the meaning set forth in the CAISO Tariff.

"Power Product" means (a) the As-Available Contract Capacity and (b) all electric energy produced by the Generating Facility, net of all Station Use and any and all of the Site Host Load.

"Power Rating" means the electrical power output value indicated on the generating equipment nameplate.

"Primary Fuel" means the fuel or combination of fuels that are provided for in the Permits applicable to the Generating Facility.

"Product" means the Power Product and the Related Products.

"Project" means the Generating Facility.

"Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time a decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety.

Prudent Electrical Practices includes, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with the manufacturer's warranties, restrictions in this Agreement, and the requirement of Governmental Authorities, WECC standards, the CAISO and Applicable Laws. Prudent Electrical Practices shall include taking reasonable steps to ensure that:

(a) Equipment, materials, resources and supplies, including spare parts inventories, are available to meet the Generating Facility's needs;

(b) Sufficient operating personnel are available at all times and are adequately experienced, trained and licensed as necessary to Operate the Generating Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Generating Facility and Emergencies whether caused by events on or off the Site;

(c) Preventative, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Generating Facility, and are performed by knowledgeable, trained and experienced personnel utilizing proper equipment and tools;

(d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;

(e) Equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public or the Transmission Provider's electric system, or contrary to environmental laws, permits or regulations or without regard to defined limitations, such as flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and

(f) Equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generation operations in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.

"PPT" means Prevailing Pacific Time, which is the Pacific Daylight time when California observes Daylight Savings Time and Pacific Standard Time otherwise.

"PURPA" means the Public Utility Regulatory Policies Act of 1978, Public Law, 95-617, codified at 16 United States Code ("USC") §824a-3, as amended from time to time.

"Qualifying Facility" means an electric energy generating facility that complies with the qualifying facility definition established by PURPA and any FERC decisions, orders, and rules implementing PURPA, as amended from time to time, including 18 Code of Federal Regulations ("CFR") Part 292.201, et seq., unless the Qualifying Facility is a public agency exempt from FERC jurisdiction under 16 USC §824(f).

"Real-Time Forced Outage" means a Forced Outage which occurs only after 5:00 p.m. PPT on the day before the Trading Day.

"Related Products" means (i) with respect to Resource Adequacy Benefits that portion of the Resource Adequacy Benefits that are in excess of those Resource Adequacy Benefits used by Seller or by a Site Host, both in connection with the Host Site, to meet a known and established, at the point in time when the Resource Adequacy Benefits are to be used, Resource Adequacy obligation under any Resource Adequacy Ruling, and (ii) any Green Attributes, Capacity Attributes and all other attributes associated with the electric energy or capacity of the Generating Facility (but not including any Financial Incentives) that are in excess of those Green Attributes, Capacity Attributes or other attributes used, or retained for future use, by Seller or a Site Host, both in connection with the Host Site, to meet a known and established, at the point in time when the relevant attribute(s) are to be used or retained, obligation under Applicable Law.

"Renewable Energy Credit" has the meaning set forth in Public Utilities Code Section 399.12(e)(2), as may be amended from time to time or as further defined or supplemented by Applicable Law.

"Resource Adequacy" means the procurement obligation of load serving entities, including Buyer, as such obligations are described in Resource Adequacy Rulings, as those obligations may be altered from time to time in the CPUC Resource Adequacy Rulemakings (R.) 04-04-003 and (R.) 05-12-013 or by any successor proceeding, and all other Resource Adequacy obligations established by any other entity, including the CAISO.

"Resource Adequacy Benefits" means the rights and privileges attached to the Generating Facility that satisfy any Person's Resource Adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Generating Facility.

"Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-024, 06-07-031 and any subsequent CPUC ruling or decision, or any other Resource Adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such CPUC decisions, rulings, laws, rules or regulations may be amended or modified from time to time during the Term.

"Responsible Officer" means the chief financial officer, treasurer or any assistant treasurer of a Party or its Guarantor or any employee of a Party or its Guarantor designated by any of the foregoing officers.

"S&P" means the Standard & Poor's Rating Group.

"Sale-Leaseback Transaction" means a transaction in which Seller (i) sells the Generating Facility to a Lender providing tax equity financing to Seller and then (ii) leases the Generating Facility back from the Lender under an agreement authorizing Seller to act on behalf of the Lender in all matters relating to the control and Operation of the Site and the Generating Facility for the Term, subject to Lender's right to terminate the lease in the event of a default by Seller as set forth in the agreement between Seller and Lender.

"Schedule" means the action of the Scheduling Coordinator, or its designated representatives, of notifying, requesting, and confirming to the CAISO, the CAISO-Approved Quantity of electric energy.

"Scheduled Amount" means the Day-Ahead Schedule comprised of the quantity (in MWh) of electric energy expected to be produced by the Generating Facility that is scheduled from Seller or Seller's Scheduling Coordinator to Buyer in a Physical Trade in the IFM.

"Scheduling Coordinator" means the Buyer as certified by the CAISO for the purposes of undertaking the functions specified in Exhibit E.

"Scheduling Fee" means the Monthly Scheduling Fee and the SC Set-Up Fee.

"SC Set-Up Fee" is described in Section 4(a) of Exhibit E.

"SC Replacement Date" has the meaning set forth in Section 7 of Exhibit E.

"SEC" means the United States Securities and Exchange Commission, or any successor entity.

"Security Interest" has the meaning set forth in Section 3 of Exhibit D.

"Seller" has the meaning set forth in the Preamble.

"Seller's Day-Ahead Forecast" means the most recently update Forecast submitted by 5:00 p.m. PPT on the day before the Trading Day.

"Seller's Energy Forecast" means Seller's most recently updated Forecast submitted in accordance with Exhibit G.

"Seller's Final Energy Forecast" means Seller's energy Forecast as may be updated for Forced Outages that occur after the Hour Ahead Scheduling Deadline, but not for Ambient Conditions.

"Settlement Agreement" means that particular agreement dated October 8, 2010 which resolved certain issues pending in Rulemakings 99-11-022, 04-04-003 and 04-04-025 and was approved by CPUC decision D.10-12-035.

"Settlement Effective Date" means November 23, 2011, the date on which the Settlement Agreement became effective.

"Settlement Interval" has meaning set forth in the CAISO Tariff.

"Simple Interest Payment" means a dollar amount calculated by multiplying the:

(a) Dollar amount on which the Simple Interest Payment is based; by

(b) Federal Funds Effective Rate or Interest Rate as applicable; by

(c) The result of dividing the number of days in the calculation period by 360.

"Site" means the real property on which the Generating Facility is located, as further described in Section 1.02(b) and Exhibit B.

"Site Control" means that Seller (a) owns the Site, (b) is the lessee of the Site under a Lease, (c) is the holder of a right-of-way grant or similar instrument with respect to the Site, or (d) is managing partner or other Person authorized to act in all matters relating to the control and Operation of the Site and Generating Facility.

"Site Host" means the Person or Persons purchasing or otherwise using the Site Host Load or thermal energy output from the Generating Facility.

"Site Host Load" means the electric energy and capacity produced by or associated with the Generating Facility that serves electrical loads (that are not Station Use) of Seller or one or more third parties conducted pursuant to California Public Utilities Code Section 218(b).

"SLIC" means Scheduling and Logging system for the CAISO.

"SRAC" means the full short run avoided operating costs that are the basis of Buyer's published electric energy prices, as well as the methodology describing, among other things, payment for GHG compliance costs and GHG charges, and certain reporting requirements with respect thereto, as approved by the CPUC in the Settlement Agreement, and as may be revised by the CPUC from time to time. Section 10 of the Settlement Agreement sets forth SRAC as in effect on the Settlement Effective Date.

"Station Use" means electric energy produced by the Generating Facility that is:

(a) Used within the Generating Facility to power the lights, motors, control systems and other electrical loads that are necessary for operation; and

(b) Consumed as losses within the low voltage, electrical distribution system of the Generating Facility including:

i. The Generating Facility's, or, if applicable, each Generating Unit's [____]kV electric voltage step-up transformer; and

ii. The portion of the electric bus work that:

1. Connects the high voltage side of the Generating Facility's, or, if applicable, each Generating Unit's electric voltage step-up transformer to the [Substation name]; and

2. Is located on the Generating Facility side of the measurement points for the CAISO-Approved Meters.

"Telemetry System" means a system of electronic components that interconnects the CAISO and the Generating Facility in accordance with the CAISO's applicable requirements as set forth in Section 3.10.

"Term" has the meaning set forth in Section 1.01.

"Term End Date" has the meaning set forth in Section 1.01.

"Termination Payment" has the meaning set forth in Section 6.03.

"Term Start Date" has the meaning set forth in Section 1.01.

"Term Year" means a 12-month period beginning on the first day of the Term and each successive 12-month period thereafter.

"TOD Period" means the time of delivery period used to calculate the Monthly Contract Payment set forth in Exhibit C or Exhibit C (1), as determined by Section 1.05.

"Trading Day" means the day in which Day-Ahead trading occurs in accordance with the WECC Preschedule Calendar (as found on the WECC's website).

"Transmission Provider" means any Person responsible for the interconnection of the Generating Facility with the interconnecting utility's electrical system or the CAISO Controlled Grid or transmitting the Metered Energy on behalf of Buyer from the Delivery Point to the CAISO-controlled grid.

"Uninstructed Deviation GMC Rate" means the administrative grid management charge applied by the CAISO to Uninstructed Deviations (as defined in the CAISO Tariff) using the absolute value for the Uninstructed Deviations by Settlement Interval.

"Uninstructed Deviation Penalty" means the penalty set forth in the CAISO Tariff.

"Web Client" has the meaning set forth in Section 2(a) of Exhibit N.

"WECC" means the Western Electricity Coordinating Council, the regional reliability council for the western United States, northwestern Mexico, and southwestern Canada, or any successor entity.

**** End of Exhibit A ****

ID# [Number], [Seller's Name]

EXHIBIT B
Generating Facility and Site Description

1. Generating Facility Description.

{Buyer Comment: Provide description of the Generating Facility equipment, systems, control systems and features, including a site plan drawing and a one-line diagram, and the generator nameplate(s).}

2. Site Description.

{Buyer Comment: Provide a legal description of the Site, including the Site map.}

**** End of Exhibit B ****

ID# [Number], [Seller's Name]

EXHIBIT C

Monthly Contract Payment Calculation

These Price Inputs are based upon the 2011 Market Price Referent (MPR)

This Exhibit C establishes the avoided cost price adopted and implemented by the CPUC in CPUC Decision 09-12-042 (as modified by CPUC Decisions 10-04-055, 10-12-055, and 11-04-033).

1. Monthly Contract Payment

Each Monthly Contract Payment is calculated on a calendar month basis in dollars as follows:

TOD Period payment 1st TOD Period +
TOD Period payment 2nd TOD Period +
TOD Period payment 3rd TOD Period +
Location Bonus

All TOD Period Payments shall be calculated as set forth in Section 2 of this Exhibit C.

The "1st TOD Period," "2nd TOD Period," and "3rd TOD Period" subscripts refer to the three TOD Periods that apply for the applicable calculation month, as set forth in Section 5 of this Exhibit C.

The Location Bonus, if applicable, shall be calculated as set forth in Section 6 of this Exhibit C.

2. TOD Period Payment Calculation

Each monthly TOD Period Payment is calculated in dollars using the terms defined below as follows:

(Fixed price component + Variable price component) * TOD Factor *
metered kWh exported during the TOD Period during the month

Once 120% of the Expected Term Year Net Energy Production is achieved, no further payments will be calculated for the remaining TOD Periods within any remaining months of the current Term Year.

3. Fixed Price Component

The Fixed Price Component of the Monthly Contract Payment for all TOD Periods shall be the amount in the following table for the year of the Term Start Date. The fixed price component does not escalate during the term of the Agreement.

Year	$/kwh
2012	0.02000
2013	0.02033
2014	0.02068
2015	0.02104
2016	0.02140

Year	$/kwh
2017	0.02142
2018	0.02145
2019	0.02147
2020	0.02149
2021	0.02151
2022	0.02153
2023	0.02155

4. Variable Price Component Calculation

The Variable Price Component is calculated in dollars as follows:

[(Monthly bidweek gas price + Intrastate gas transportation rate)/1,000,000* Heat Rate] + Variable O&M

(a) Monthly bidweek gas price shall be calculated as the average of monthly bidweek gas price indices at PG&E Citygate as reported in Gas Daily, Natural Gas Intelligence, and Natural Gas Weekly

(b) Intrastate gas transportation rate shall be the tariffed intrastate gas transportation rate for large electric generators as published in the PG&E Gas Tariffs G-EG and G-SUR.

(c) Heat Rate, pursuant to D. 09-12-042, shall be equal to:

6,924 Btu/kWh

(d) Variable O&M shall be the amount in the following table for the year in which the payment is being calculated. For years after 2023, Variable O&M shall be the 2023 payment multiplied by 1.02, compounded for each year beyond 2023.

Variable O&M	
Year	$/kwh
2012	0.00311
2013	0.00316
2014	0.00322
2015	0.00329
2016	0.00335
2017	0.00342
2018	0.00349
2019	0.00356
2020	0.00364
2021	0.00371
2022	0.00377
2023	0.00384

5. Time of Delivery Periods and Allocation Factors.

TOD Periods. The time of delivery periods ("TOD Periods") specified below shall be referenced by the following designations:

	TOD PERIOD		
Monthly Period	**1. Super-Peak**	**2. Shoulder**	**3. Night**
A. June – September	A1	A2	A3
B. Oct. – Dec., Jan. & Feb.	B1	B2	B3
C. Mar. – May	C1	C2	C3

Monthly Period Definitions. The Monthly Periods are defined as follows:

A. June – September;

B. October, November, December, January and February; and

C. March - May.

TOD Period Definitions. The TOD Periods are defined as follows:

1. **Super-Peak** (5x8) = hours ending 13 – 20 (Pacific Prevailing Time (PPT)) Monday – Friday (*except* NERC Holidays) in the applicable Monthly Period.

2. **Shoulder** = hours ending 7 – 12, 21 and 22 PPT Monday – Friday (*except* NERC Holidays); and hours ending 7 – 22 PPT Saturday, Sunday and all NERC Holidays in the applicable Monthly Period.

3. **Night** (7x8) = hours ending 1 - 6, 23 and 24 PPT all days (including NERC Holidays) in the applicable Monthly Period.

"NERC Holidays" mean the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day, occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the fourth (4th) Thursday in November. New Year's Day, Independence Day, and Christmas Day occur on the same date each year, but in the event any of these holidays occur on a Sunday, the "NERC Holiday" is celebrated on the Monday immediately following that Sunday; and if any of these holidays occur on a Saturday, the "NERC Holiday" remains on that Saturday. Notwithstanding anything to the contrary in this paragraph, NERC Holidays shall be calculated as "Shoulder" hours for all non-"Night" hours and any remaining hours shall be calculated as "Night" hours.

TOD Factors. In accordance with all other terms of this Exhibit C, the following Time of Delivery Factors ("TOD Factors") shall be used in the TOD Period Payment Calculation for each of the specified TOD Periods in which Energy is delivered:

TOD FACTORS FOR EACH TOD PERIOD			
Period	**1. Super-Peak**	**2. Shoulder**	**3. Night**
A. June – September	2.38	1.12	0.59
B. Oct. – Dec.; Jan. & Feb.	1.10	0.94	0.66
C. Mar. – May	1.22	0.90	0.61

6. Location Bonus.

If the Generating Facility is located in a "High-Value Area" as set forth below, each Monthly Contract Payment for the entire Term shall receive a Location Bonus calculated as follows:

Location Bonus = Sum of monthly TOD Periodn Payments * 0.10

The Generating Facility shall be deemed to be located in a High-Value Area if it is interconnected to Buyer's electric system at a location which, in the year of the Effective Date, is identified pursuant to CPUC D. 09-12-042 (as modified by other AB 1613 Decisions) as a "Local Resource Adequacy" area based on the most recent CAISO Local Capacity Requirement Study adopted by the CPUC.

**** End of Exhibit C****

Exhibit C (1)

Monthly Contract Payment Calculation

1. Monthly Contract Payment

Each Monthly Contract Payment is calculated on a calendar month basis in dollars as follows:

TOD Period Energy Payment $_{\text{1st TOD Period}}$ +
TOD Period Energy Payment $_{\text{2nd TOD Period}}$ +
TOD Period Energy Payment $_{\text{3rd TOD Period}}$ +
TOD Period Energy Payment $_{\text{4th TOD Period}}$ +
TOD Period Capacity Payment $_{\text{1st TOD Period}}$ +
TOD Period Capacity Payment $_{\text{2nd TOD Period}}$ +
TOD Period Capacity Payment $_{\text{3rd TOD Period}}$ +
TOD Period Capacity Payment $_{\text{4th TOD Period}}$

All TOD Period Energy Payments shall be calculated as set forth in Section 2 of this Exhibit C (1).

All TOD Period Capacity Payments shall be calculated as set forth in Section 3 of this Exhibit C (1).

The "1st TOD Period," "2nd TOD Period," "3rd TOD Period" and "4th TOD Period" subscripts refer to the four TOD Periods that apply for the calculation month, as set forth in Section 4 of this Exhibit C (1).

2. TOD Period Energy Payment Calculation.

(a) Each monthly TOD Period Energy Payment is calculated as follows:

$$\text{TOD PERIOD ENERGY PAYMENT, in dollars} = \sum_{FirstHour}^{LastHour} [(EP\text{-}LA) \times APE + LA \times MA]$$

Where:

EP = TOD Period Energy Price, stated in Section 2(b) of this Exhibit C (1), in dollars per kWh.

APE = The sum of the Allowed Payment Energy from the Generating Facility for each hour of the TOD Period, in kWh, as determined in accordance with Section 2(c) of this Exhibit C (1).

LA = Hourly Location Adjustment price, as set forth in SRAC.

MA = Metered Amounts for each hour of the applicable TOD Period, in kWh. Metered Amounts for any hour is equal to the sum of Metered Amounts for all Metering Intervals in that hour.

First Hour = First hour of the applicable TOD Period.

Last Hour = Last hour of the applicable TOD Period.

Once 120% of the Expected Term Year Net Energy Production is achieved, no additional hourly energy payments will be calculated for the remaining TOD Periods within any remaining months of the current Term Year.

(b) Factor "EP" in Section 2(a) of this Exhibit C (1). The TOD Period Energy Price, in dollars per kWh, for any TOD Period shall be calculated pursuant to and as determined by the methodology set forth in SRAC.

(c) Factor "APE" in Section 2(a) of this Exhibit C (1). The Allowed Payment Energy for each hour of each TOD Period of any month is calculated as follows:

APE = The sum of the Metered Energy when Buyer is Scheduling Coordinator or Scheduled Amounts when Buyer is not Scheduling Coordinator from the Generating Facility for each hour of the TOD Period, in kWh.

3. TOD Period Capacity Payment Calculation.

(a) Each monthly TOD Period Capacity Payment is calculated on a calendar month basis as follows:

TOD PERIOD CAPACITY PAYMENT in dollars = ACP x CAF

Where:

ACP = As-Available Capacity Payment for the TOD Period, as determined in accordance with Section 3(b) of this Exhibit C (1), in dollars per year.

CAF = The CPUC approved Capacity Payment Allocation Factor for the TOD Period in the year, based upon the formula adopted by the CPUC in D.01-03-067 and D.97-03-017. For purposes of this Agreement, the CPUC approved Capacity Payment Allocation Factors are as provided in the table below, allocated to each month of the season based on the proportion of the month's hours in the TOD Period to the season's hours in TOD Period, and may be updated per subsequent CPUC decision:

Capacity Payment Allocation Factors		
Season	*TOD Period*	*Factor*
Summer	Peak	0.7619
	Partial Peak	.0238
	Off Peak	.0002
	Super Off Peak	0.00000
Winter	Peak	N/A
	Partial Peak	0.2125
	Off Peak	0.0015
	Super Off Peak	0.00000

(b) Factor "ACP" in Section 3(a) of this Exhibit C (1). The As-Available Capacity Payment shall be calculated pursuant to the following formula:

AS-AVAILABLE CAPACITY PAYMENT, in dollars

= AAC x AACP

Where:

AAC = As-Available Capacity for the TOD Period, as determined in accordance with Section 3(c) of this Exhibit C (1), in kWh per hour.

AACP= The As-Available Capacity Price adopted by the CPUC in the Decision for the applicable year as set forth in the following table:

As-Available Capacity Price	
Year	*Price $/kW-yr*
2010	39.39
2011	41.22
2012	43.09
2013	45.00
2014	46.97
2015	48.98
2016	51.05
2017	53.16
2018	55.33
2019	57.56
2020	59.83
2021	62.17
2022	64.57
2023	67.02
2024	69.53
2025	72.11
2026	74.76
2027	77.46
2028	80.24

(c) Factor "AAC" in Section 3(b) of this Exhibit C (1). The As-Available Capacity for each TOD Period of each month is calculated as follows:

AS-AVAILABLE CAPACITY, in kWh per hour = MAC

Where:

MAC = The Maximum Allowed Capacity for the TOD Period as determined in Section 3(d) in this Exhibit C (1), in kWh per hour.

(d) Factor "MAC" in Section 3(c) of this Exhibit C (1). The Maximum Allowed Capacity for each monthly TOD Period is calculated as follows:

MAXIMUM ALLOWED CAPACITY, in kWh per hour = LE / PH

Where:

LE = The sum of the Limited TOD Energy from the Generating Facility for all hours of the TOD Period, as determined in Section 3(e) of this Exhibit C (1), in kWh.

PH = The total number of hours in the TOD Period (period hours).

(e) Factor "LE" in Section 3(d) of this Exhibit C (1). The Limited TOD Energy for each TOD Period of any month is calculated as follows:

$$\text{LIMITED TOD ENERGY, in kWh} = \sum_{FirstHour}^{LastHour} (E)_{\text{Hour}}$$

Where:

E = The lesser of: (i) Metered Energy for the applicable hour, in kWh; and (ii) Allowed Hourly Energy, as determined in Section 3(f) of this Exhibit C (1), in kWh.

First Hour = First hour of the applicable TOD Period.

Last Hour = Last hour of the applicable TOD Period.

Metered Energy for any hour is equal to the sum of Metered Energy for all Metering Intervals in that hour.

(f) Factor "E" in Section 3(e) of this Exhibit C (1). The Allowed Hourly Energy is calculated as follows:
ALLOWED HOURLY ENERGY in kWh = 1 hour x CC

Where:

CC = The Contract Capacity, as set forth in Section 1.02(c), in kW.

4. Time of Delivery Periods.

SEASON AND TIME PERIOD			
Time Period	**Period A – Summer May 1 - October 31**	**Period B - Winter November 1 - April 30**	**Applicable Days**
Peak	Noon - 6:00 p.m.	NA	Weekdays except Holidays
Partial-Peak	8:30 a.m. – Noon	8:30 a.m. - 9:30 p.m.	Weekdays except Holidays
	6:00 p.m. - 9:30 p.m.		Weekdays except Holidays
Off-Peak	9:30 p.m. - 1:00 a.m.	9:30 p.m. - 1:00 a.m.	Weekdays except Holidays
	5:00 a.m. - 8:30 a.m.	5:00 a.m. - 8:30 a.m.	Weekdays except Holidays
	5:00 a.m. - 1:00 a.m.	5:00 a.m. - 1:00 a.m.	Weekends & Holidays
Super Off-Peak	1:00 a.m. - 5:00 a.m.	1:00 a.m. - 5:00 a.m.	All Days

*** End of Exhibit C (1) ***

EXHIBIT D
Credit and Collateral Requirements

1. Financial Information.

(a) If requested by Buyer, Seller shall deliver to Buyer the following financial statements, which in all cases shall be for the most recent accounting period and prepared in accordance with GAAP:

(i) Within one hundred and twenty (120) days following the end of each fiscal year, a copy of Seller's annual report containing audited consolidated financial statements (income statement, balance sheet, statement of cash flows and statement of retained earnings and all accompanying notes) for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year; and

(ii) Within sixty (60) days after the end of each of its first three fiscal quarters of each fiscal year, a copy of Seller's quarterly report containing consolidated financial statements (income statement, balance sheet, statement of cash flows and statement of retained earnings and all accompanying notes) for such fiscal quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous fiscal year;

provided, however, that if Seller is not an SEC reporting company or if the financial statements required under Sections 1(a)(i) or (ii) of this Exhibit D are not audited financial statements, a Responsible Officer of Seller will certify such financial statements as being in accordance with all Applicable Laws, prepared in accordance with GAAP and fairly stated in all material respects (subject to normal year-end audit adjustments for the quarterly financial statements); *provided further*, that such information must be provided only to those employees of Buyer that need to know such information for financial risk management purposes and may not be disclosed to third parties except as permitted under Section 9.09.

(b) For purposes of the requirement set forth in Section 1(a) of this Exhibit D:

(i) If Seller's or its Guarantor's financial statements are publicly available electronically on the website of Seller, its Guarantor or the SEC, then Seller is deemed to have met this requirement; and

(ii) Should any such financial statements not be available on a timely basis due to a delay in preparation or certification, such delay is not an Event of Default so long as Seller diligently pursues the preparation, certification and delivery of the statements.

2. Performance Assurance.

(a) Posting Performance Assurance. On or before the Term Start Date, Seller shall post Performance Assurance with Buyer and shall maintain the Performance Assurance

Amount at all times on and after the Term Start Date until such time as Seller has satisfied all monetary obligations which survive any termination of this Agreement, not to exceed three hundred and sixty-five (365) days following the Term End Date.

The Performance Assurance Amount shall be either in the form of cash or Letter of Credit acceptable to Buyer; *provided, however*, that if, as of the Term Start Date, Seller has posted the Development Security in the form of cash or a Letter of Credit and Buyer has either not returned the Development Security to Seller or given Seller Notice, in accordance with this Exhibit D, of its determination regarding the disposition of the Development Security by such date, then Seller may withhold the portion of the Performance Assurance Amount equal to the Development Security or any portion thereof held by Buyer until three Business Days following the later of Seller's receipt or forfeiture of the Development Security or any portion thereof pursuant to Section 4(c) or (e) of this Exhibit D, after which Seller shall be obligated to post the full Performance Assurance Amount.

In lieu of cash or a Letter of Credit, Buyer may accept a Guaranty Agreement, in accordance with Section 2(c) of this Exhibit D, from a Guarantor acceptable to Buyer, to satisfy Seller's Performance Assurance obligation.

(b) Letters of Credit. Performance Assurance provided in the form of a Letter of Credit is subject to the following provisions:

(i) Each Letter of Credit must be maintained for the benefit of Buyer;

(ii) Seller shall:

(1) Renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit;

(2) If the bank that issued an outstanding Letter of Credit has indicated its intent not to renew such Letter of Credit, provide alternative Performance Assurance acceptable to Buyer at least thirty (30) days before the expiration of the outstanding Letter of Credit or within five (5) Business Days of such indication by the bank, whichever is later; and

(3) If the bank issuing a Letter of Credit fails to honor Buyer's properly documented request to draw on an outstanding Letter of Credit, provide alternative Performance Assurance acceptable to Buyer within three Business Day after such refusal;

(iii) Upon, or at any time after, the occurrence of a Letter of Credit Default, Seller shall provide to Buyer either a substitute Letter of Credit or alternative Performance Assurance acceptable to Buyer, in each case on or before the third Business Day after the occurrence thereof (or the fifth Business Day after the occurrence thereof if only Section a) in the definition of "Letter of Credit Default" in Exhibit A applies); and

(iv) Upon the occurrence and continuation of an Event of Default by Seller, or if an Early Termination Date has occurred or been designated as a result of an Event of Default by Seller for which there exist any unsatisfied payment obligations, then Buyer may draw on any undrawn portion of any outstanding Letter of Credit by submitting to the bank issuing such Letter of Credit one or more certificates specifying that such Event of Default or Early Termination Date has occurred and is continuing.

Cash proceeds received by Buyer from drawing upon the Letter of Credit shall be deemed Performance Assurance as security for Seller's obligations to Buyer and Buyer shall have the rights and remedies set forth in Section 3 of this Exhibit D with respect to such cash proceeds.

Notwithstanding Buyer's receipt of cash proceeds of a drawing under the Letter of Credit, Seller shall remain liable for any (1) failure to provide or maintain sufficient Performance Assurance, or (2) any amounts owing to Buyer and remaining unpaid after the application of the amounts so drawn by Buyer.

(v) In all cases, the costs and expenses of establishing, renewing, substituting, canceling, and increasing the amount of a Letter of Credit shall be borne by Seller.

(c) Guaranty Agreement. If Seller's Performance Assurance obligation is satisfied by a Guaranty Agreement, such agreement shall be in the form of Exhibit K executed by the Guarantor identified in Section 1.06(d) or other party, in each case acceptable to Buyer and meeting the Credit Rating requirements for the Guarantor set forth immediately below. The Guarantor shall maintain a Credit Rating of at least:

(i) "BBB-" from S&P and "Baa3" from Moody's, if it is rated by both S&P and Moody's; or

(ii) "BBB-" from S&P or "Baa3" from Moody's if it is rated by either S&P or Moody's but not by both.

If at any time the Guarantor fails to maintain such Credit Ratings, Seller shall provide to Buyer Performance Assurance in the form of cash or a Letter of Credit, or a replacement Guaranty Agreement from a party acceptable to Buyer, within five Business Days of such failure by the Guarantor.

3. First Priority Security Interest in Cash or Cash Equivalent Collateral. To secure its obligations under this Agreement, and until released as provided herein, Seller grants to Buyer a present and continuing first-priority security interest ("Security Interest") in, and lien on (and right to net against), and assignment of the Development Security (if applicable), Performance Assurance, any other cash collateral and cash equivalent collateral posted pursuant to Sections 2 and 4 of this Exhibit D and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller agrees to take such action as Buyer reasonably requires in order to perfect Buyer's Security

Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence of, and during the continuation of, an Event of Default caused by Seller or an Early Termination Date resulting from an Event of Default caused by Seller, Buyer may do any one or more of the following:

(a) Exercise any of its rights and remedies with respect to all Development Security and Performance Assurance, including any such rights and remedies under law then in effect;

(b) Draw on any outstanding Letter of Credit issued for its benefit; and

(c) Liquidate all Development Security and Performance Assurance then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller.

Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller's obligations under this Agreement (Seller shall remain liable for any amounts owing to Buyer after such application), subject to Buyer's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

4. Development Security.

(a) Introduction. Development Security shall be held by Buyer as security for Seller's meeting the Term Start Date. Before the Term Start Date, Seller must deliver to Buyer certificates from a California-licensed professional engineer qualified to make a representation that that Seller has installed the equipment sufficient to provide the As-Available Contract Capacity designated by Seller.

(b) Development Security. Seller shall post such Development Security in accordance with the following terms and conditions:

(i) Seller shall post a development fee (the "Development Security") in the amount of $20 per kW of the As-Available Contract Capacity on or before the 30th day following the Effective Date. The Development Security shall be held by Buyer and shall be in the form of either a cash deposit or a Letter of Credit; and

(ii) If Seller establishes the Development Security by means of a Letter of Credit, such Letter of Credit shall be substantially in the form of Exhibit L.

(c) Forfeiture of Development Security for Failure to Commence Term by the Term Start Date; Extension of the Term Start Date.

(i) Failure to Meet the Term Start Date. Subject to Seller's right to extend the Term Start Date as provided in Section 4(c)(ii) of this Exhibit D or as a result of a Force Majeure as to which Seller is the Claiming Party (subject to Section 5.03), if the Term does not commence on or before the Term Start Date, Buyer may retain the entire Development Security (if applicable) and, if not already terminated, terminate this Agreement, and neither Party shall have liability for

damages for failure to deliver or purchase the Product after the effective date of such termination.

(ii) Daily Delay Liquidated Damages to Extend Term Start Date. Subject to limitations set forth in Section 1.01(b), Seller may elect to delay the Term Start Date by paying to Buyer liquidated damages in an amount equal to one percent of the Development Security per day for each day (or portion thereof) from and including the original Term Start Date to and excluding the actual Term Start Date ("Daily Delay Liquidated Damages").

To extend the Term Start Date, Seller must, at the earliest possible time, but no later than 6:00 a.m. on the first day of the proposed extension, provide Buyer with Notice of its election to extend the Term Start Date along with its estimate of the duration of the extension and its payment of Daily Delay Liquidated Damages for the full estimated Term Start Date extension period.

Seller may further extend the Term Start Date beyond the original Term Start Date extension period subject to the same terms applicable to the original Term Start Date extension.

The Daily Delay Liquidated Damages payments applicable to days included in any Term Start Date extension shall be nonrefundable and are in addition to and not to be considered part of the Development Security.

Seller shall be entitled to a refund (without interest) of any estimated Daily Delay Liquidated Damages payments paid by Seller which exceed the amount required to cover the number of days by which the Term Start Date was actually extended.

In no event may Seller extend the Term Start Date for more than a total of 180 days by the payment of Daily Delay Liquidated Damages.

(d) Full Return of Development Security. The Development Security shall be returned to Seller in accordance with the following procedure:

(i) Subject to Seller commencing the Term by the Term Start Date, as the Term Start Date may have been extended in accordance with Section 4(c)(ii) of this Exhibit D or as a result of a Force Majeure as to which Seller is the Claiming Party (subject to Section 5.03), Seller demonstrates the As-Available Contract Capacity on or before the Firm Operation Date by delivering to Buyer certificates from a California-licensed professional engineer qualified to make a representation that Seller has installed the equipment sufficient to provide the entire As-Available Contract Capacity designated by Seller.

(e) Deficient Installation of As-Available Contract Capacity; Partial Forfeiture and Partial Return of the Development Security. If, on or before the Firm Operation Date, Seller does not demonstrate any portion of the As-Available Contract Capacity or only demonstrates a portion of the As-Available Contract Capacity by delivering to Buyer certificates from a California-licensed professional engineer qualified to make a

representation setting forth the As-Available Contract Capacity, then Seller will only be entitled to a return of the portion of the Development Security posted by Seller equal to the product of $20 per kW times the kilowatts of As-Available Contract Capacity which Seller has demonstrated, if any.

Seller shall forfeit and Buyer shall be entitled to retain the balance of the Development Security.

In addition, as of the Firm Operation Date, the Performance Assurance Amount for the Performance Assurance required to be posted and maintained pursuant to Section 2 of this Exhibit D shall be calculated using the adjusted As-Available Contract Capacity, and any amount of Performance Assurance in excess of that required for the adjusted As-Available Contract Capacity shall be returned to Seller.

(f) Seller shall provide Notice to Buyer of its request for a refund of the Development Security.

5. Interest Payments on Cash Deposits.

(a) Buyer shall make monthly Simple Interest Payments, calculated using the Federal Funds Effective Rate, to Seller on cash amounts posted for the Development Security and Performance Assurance.

(b) Upon receipt of a monthly invoice that sets forth the calculation of the Simple Interest Payment amount due, Buyer shall make payment thereof on or before the third Business Day of the first month after the last month to which the invoice relates, so long as such date is after the day on which such invoice is received; ***provided, however***, that:

(i) No Event of Default has occurred and is continuing with respect to Seller; and

(ii) No Early Termination Date for which any unsatisfied payment obligation of Seller exists, has occurred or has been designated as the result of an Event of Default by Seller.

(c) On or after the occurrence of an Event of Default by Seller or an Early Termination Date as a result of an Event of Default by Seller, Buyer shall retain any such Simple Interest Payment amount as an additional Development Security amount or a Performance Assurance amount hereunder until:

(i) In the case of an Early Termination Date, the obligations of Seller under this Agreement have been satisfied; or

(ii) In the case of an Event of Default, for so long as such Event of Default is continuing.

**** End of Exhibit D ****

EXHIBIT E
Scheduling Coordinator Services

1. Designation of Buyer as Scheduling Coordinator.

   (a) At least thirty (30) days before the Term Start Date, Seller shall take all actions and execute and deliver to Buyer and the CAISO all documents necessary to authorize or designate Buyer as Scheduling Coordinator with the CAISO effective as of the Term Start Date.

   (b) During the Term, Seller may not authorize or designate any other party to act as Scheduling Coordinator, nor shall Seller perform for its own benefit the duties of Scheduling Coordinator.

   (c) Buyer shall submit bids and schedules to the CAISO in accordance with the CAISO Tariff and the Eligible CHP Facility's Participating Generator Agreement.

   (d) Buyer shall submit all required notices and updates regarding each Generating Unit's or the Generating Facility's status, as applicable, to the CAISO in accordance with the CAISO procedures.

   (e) Seller is not entitled to any Monthly Capacity Payment until Buyer is fully authorized as Scheduling Coordinator for the Generating Facility; *provided, however*, that Buyer may not take, or not refrain from taking, any action if the result would be to delay such authorization.

2. Buyer's Scheduling Responsibilities. Pursuant to the CAISO Tariff, Buyer shall be responsible for the following:

   (a) Using the Forecast submitted by Seller to Buyer pursuant to Exhibit G, including updated Forecasts to the extent reasonably practicable, to forecast Seller's expected generation using Buyer's forecasting model ("Buyer Projected Energy Forecast") in any given hour;

   (b) Adjusting Buyer Projected Energy Forecast for forecasted electric energy line losses in accordance with the amount of electric energy Seller is expected to deliver to the Delivery Point;

   (c) Submitting the adjusted Forecasts to the CAISO as Scheduling Coordinator Schedules (as defined in the CAISO Tariff); and

   (d) Receiving notification of the final Schedules from the CAISO.

3. Notices. As Scheduling Coordinator, Buyer shall submit all notices and updates required under the CAISO Tariff and Applicable Laws regarding each Generating Unit's or the Generating Facility's status, as applicable, to the CAISO, including all SLIC Outage requests, SLIC Forced Outages, or CAISO Forced Outage Reports.

4. Scheduling Fees. In accordance with Section 4.02, Buyer shall invoice to Seller and Seller shall pay to Buyer the following Scheduling Fees:

   (a) SC Set-Up Fee. The SC Set-Up Fee is equal to the costs Buyer incurs as a result of the Generating Units or the Generating Facility registration, as applicable, as well as installation, configuration, and testing of all equipment and software necessary, in Buyer's sole discretion, to Schedule the Generating Unit or the Generating Facility, as applicable, in accordance with the CAISO Tariff. Buyer's invoice to Seller shall provide a detailed accounting of all costs and charges encompassed in the SC Set-Up Fee, including separate line items for registration charges, equipment costs, software costs, and labor costs (including hourly rate if applicable) itemized for registration, equipment installation, configuration, testing and software related charges. Buyer estimates that the SC Set-up Fee for this Agreement will equal $[___].

   (b) Monthly Scheduling Fee. The Monthly Scheduling Fee will be as forth in the following table.

As-Available Contract Capacity (kW)	Monthly Scheduling Fee
Less than 10,000	$2,500
10,000 – 20,000	$5,000

5. CAISO Settlements. As Scheduling Coordinator, Buyer shall be responsible for all settlement functions with the CAISO related to the Generating Units or the Generating Facility, as applicable. Seller shall cooperate with Buyer in Buyer's performance of any settlement functions, and Seller shall promptly deliver to Buyer, or provide Buyer access to, all Generating Unit or the Generating Facility, as applicable, data necessary for CAISO settlements and any correspondence or communications with CAISO related to the Generating Units or the Generating Facility, as applicable, including any invoices or settlement data, in the mutually agreed upon format reasonably requested by Buyer.

   Buyer shall render a separate invoice to Seller for all CAISO Charges ("CAISO Charges Invoice") for which Seller is responsible under this Agreement as described in Exhibit H, in accordance with the applicable billing and payment methodologies utilized for the specific CAISO Charge as set forth in the CAISO Tariff. CAISO Charges Invoices shall be rendered after final settlement information becomes available from the CAISO that identifies any CAISO Charges. At Seller's request, Buyer shall provide Seller with an invoice detailing all Generating Facility CAISO Charges by individual CAISO Charge codes or types used by CAISO to identify individual CAISO Charges including a copy of all supplemental and/or supporting documentation provided by the CAISO to Buyer in the settlement process.

   Seller shall pay the amount of CAISO Charges Invoices on or before the later of the 20th day of each month, or tenth day after receipt of the CAISO Charges Invoice or, if such day is not a Business Day, then on the next Business Day. If Seller fails to pay a CAISO Charges Invoice within such timeframe, Buyer may offset any amounts owing to it for these CAISO Charges Invoices as set forth in Section 4.02.

6. Disputes and Adjustments of CAISO Invoices. The Parties agree that all CAISO Charges Invoices are subject to the CAISO Tariff and may be adjusted by the CAISO, or disputed by Buyer, as Scheduling Coordinator, in accordance with the CAISO Tariff. The Parties agree that all CAISO Charges Invoices are subject to dispute between the Parties in accordance with this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the obligations under this Exhibit E with respect to the payment of CAISO Charges Invoices, or the adjustment of such CAISO Charges Invoices, shall survive the expiration or termination of this Agreement for a period of three hundred and sixty-five (365) days beyond the time period which CAISO may adjust, modify or change any previously issued invoice, or any charges or revenues set forth on such invoice pursuant to the CAISO Tariff.

7. Termination of Buyer as Scheduling Coordinator. At least 30 days before the expiration of the Term or as soon as an Early Termination Date is declared (regardless of which Party declared it), the Parties will take all actions necessary to terminate the designation of Buyer as Scheduling Coordinator as of 11:59 p.m. on the final date of the Term ("SC Replacement Date"). Such actions include the following: (a) Seller shall (i) submit to the CAISO a designation of a new Scheduling Coordinator to replace Buyer effective as of the SC Replacement Date and (ii) cause its newly designated Scheduling Coordinator to submit a letter to the CAISO accepting the designation; and (b) Buyer shall submit a letter to the CAISO resigning as Scheduling Coordinator effective as of the SC Replacement Date.

**** End of Exhibit E ****

EXHIBIT F
Milestone Progress Reporting Form

1. Introduction. This Exhibit F is only applicable if the Generating Facility is a New Eligible CHP Facility. Seller shall prepare a written milestone progress report as set forth in Section 3.12 on its progress relative to the:

   (a) Installation of the CAISO-Approved Meters and Telemetry System;

   (b) Installation of the Telemetry System as required by the CAISO Tariff; and

   (c) Work on other agreements with the CAISO and the Transmission Provider.

2. Format. The report must be sent via e-mail in the form of a single Adobe Acrobat file or facsimile to Buyer's Contract Administrator, as noted in Exhibit J, on the fifth Business Day of each month. Each such milestone progress report must include the following items:

   (a) Cover page;

   (b) Brief Generating Facility description;

   (c) Site plan of the Generation Facility;

   (d) Description of any planned changes to the Generating Facility and Site Description in Exhibit B;

   (e) Bar chart schedule showing progress on achieving the Milestone Schedule;

   (f) PERT or GANT chart showing critical path schedule of major items and activities;

   (g) Summary of activities during the previous month;

   (h) Forecast of activities scheduled for the current month;

   (i) Written description about the progress relative to the Milestone Schedule;

   (j) List of issues that could potentially impact the Milestone Schedule;

   (k) Enumeration and schedule of any support or actions requested of Buyer;

   (l) Progress and schedule of all material agreements, contracts, Permits, approvals, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages; and

   (m) List of items required under Section 3.11.

**** End of Exhibit F ****

EXHIBIT G

Seller's Forecasting Submittal and Accuracy Requirements

1. General Requirements. The Parties shall abide by the Forecasting requirements and procedures described below and shall agree upon reasonable changes to these requirements and procedures from time to time as necessary to:

   (a) Comply with the CAISO Tariff;

   (b) Accommodate changes to their respective generation technology and organizational structure; and

   (c) Address changes in the Operating and Scheduling procedures of Seller, Buyer and the CAISO, including automated Forecast and outage submissions.

2. Seller's Forecasting Submittal Requirements for all Generating Facilities.

   (a) 30-Day Forecast.

   In the case of a New Eligible CHP Facility, no later than 30 days before the Term Start Date (or, in the case of a New Eligible CHP Facility no later than 30 days before the commencement of Parallel Operation), Seller shall provide Buyer with a Forecast for the 30-day period commencing on the start of the Term (or, if applicable, Parallel Operation) using the Web Client.

   In the case of a New Eligible CHP Facility, if, after submitting the Forecast pursuant to this Section 2(a), if Seller learns that Parallel Operation will occur on a date and time other than that reflected on the Forecast, Seller shall provide an updated Forecast reflecting the new Parallel Operation date at the earliest practicable time but no later than 5:00 p.m. PPT on the Wednesday before the new Parallel Operation date, if Seller has learned of the new Parallel Operation date by that time, but in no event less than three Business Days before the new Parallel Operation date.

   If the Web Client becomes unavailable, Seller shall provide Buyer with the Forecast by e-mail or by telephoning Buyer's Generation Operations Center, at the e-mail address or telephone number(s) listed in Exhibit J.

   The Forecast, and any updated Forecasts provided pursuant to this Section 2, shall:

   (i) Not include any anticipated or expected electric energy losses between the CAISO-Approved Meter and the Delivery Point; and

   (ii) Limit hour-to-hour Forecast changes to no less than 250 kWh during any period when the Web Client is unavailable. Seller shall have no restriction on hour-to-hour Forecast changes when the Web Client is available.

   (b) Weekly Update to 30-Day Forecast. Commencing on or before 5:00 p.m. PPT of the Wednesday before the first week covered by the Forecast provided pursuant to Section

2(a) of this Exhibit G, and on or before 5:00 p.m. PPT every Wednesday thereafter until the Term End Date, Seller shall update the Forecast for the 30-day period commencing on the Sunday following the weekly Wednesday Forecast update submission. Seller shall use the Web Client, if available, to supply this weekly update or, if the Web Client is not available, Seller shall provide Buyer with the weekly Forecast update by e-mailing or telephoning Buyer's Generation Operations Center, at the e-mail address or telephone number(s) listed in Exhibit J.

(c) Further Update to 30-Day Forecast. As soon as reasonably practicable, Seller shall provide Forecast updates related to Buyer's Scheduled daily, hourly and real-time deliveries from the Generating Facility for any cause, including changes in Site ambient conditions, a Forced Outage, and a Real-Time Forced Outage, which results in a material change to the Generating Facility's deliveries (whether in part or in whole). This updated Forecast pursuant to this Exhibit G must be submitted to Buyer via the Web Client by no later than:

(i) 5:00 p.m. PPT on the day before the Trading Day impacted by the change, if the change is known to Seller at that time;

(ii) The Hour-Ahead Scheduling Deadline, if the change is known to Seller at that time; or

(iii) If the change is not known to Seller by the timeframes indicated in (i) or (ii) immediately above, no later than 20 minutes after Seller becomes aware of the event which caused the expected energy production change, with notification also by phone to Seller's Real Time Scheduling Desk.

Seller's updated Forecast must contain the following information:

(w) The beginning date and time of the event resulting in the availability of the Generating Facility and expected energy production change;

(x) The expected ending date and time of the event:

(y) The expected energy production, in MWh; and

(z) Any other information required by the CAISO as communicated to Seller by Buyer.

**** End of Exhibit G ****

ID# [Number], [Seller's Name]

EXHIBIT H
CAISO Charges

Buyer, as Scheduling Coordinator for the Generating Facility, shall pay all CAISO Charges and receive all CAISO Revenues; *provided, however*, if at any time after the Term Start Date:

1. The CAISO implements or has implemented any sanction or penalty related to Scheduling, outage reporting or generator Operation, and any such sanctions or penalties are imposed on the Generating Facility or to Buyer as Scheduling Coordinator for the Generating Facility due solely to the actions or inactions of Seller, then such sanctions or penalties will be Seller's responsibility;

2. Seller or any third party dispatches any portion of the As-Available Contract Capacity for the benefit of any party other than Buyer or a Site host in respect of the Host Site, then Seller shall indemnify, defend, and hold Buyer harmless against any CAISO Charges; or,

3. There is a CAISO or Transmission Provider declared Emergency and Seller fails to meet Seller's obligations associated with any CAISO or Transmission Provider instruction or request (as may be communicated by Buyer as Scheduling Coordinator), as the case may be, to: (a) curtail output, or (b) reschedule a Planned Outage set to occur during an Emergency, then, in each case, Seller shall indemnify, defend, and hold Buyer harmless against any CAISO Charges associated with the failure to respond to such Emergency.

4. If the Generating Facility is PIRP eligible and is not certified as a PIRP resource for any reason, then Seller shall indemnify, defend, and hold Buyer harmless against all CAISO Charges associated with the energy generated and delivered from the Generating Facility.

5. Buyer as Seller's Scheduling Coordinator is subject to either Non-Availability Charges or Availability Incentive Payments, or both, during a month within the Resource Adequacy compliance year, as defined by CAISO Tariff, then any such charges or payments shall be offset and the net value shall be entered into Seller's Account for the applicable month pursuant to Section 3.22.

If any of Sections 1 through 4 of this Exhibit H apply and the Generating Facility is subject to an Uninstructed Deviation Penalty, Seller will not be required to pay the SDD Energy Adjustment and, instead, shall be responsible for all applicable Uninstructed Deviation Penalty charges for the Generating Facility.

**** End of Exhibit H ****

EXHIBIT I

Scheduling and Delivery Deviation Adjustments

Seller or Buyer, as the case may be, shall be responsible for the following Scheduling and Delivery Deviation ("SDD") Adjustments with respect to the Generating Facility:

1. SDD Energy Adjustment. An Adjustment will be calculated for each Settlement Interval in a month if the Metered Energy is either (a) less than the Performance Tolerance Band Lower Limit in any Settlement Interval or (b) greater than the Performance Tolerance Band Upper Limit in any Settlement Interval. When the SDD Energy Adjustment is negative, Seller shall make a payment to Buyer and when the SDD Energy Adjustment is positive, Seller shall receive a credit from Buyer. The SDD Energy Adjustment is calculated as follows:

   If A < D, then SDD Energy Adjustment= (D – A) x (EP – P)

   or

   If A > E, then SDD Energy Adjustment = (A – E) x (P – EP)

   Otherwise, the SDD Energy Adjustment = 0

   where:

   A = Metered Energy for the Settlement Interval;

   B = Seller's Final Energy Forecast based on the hourly forecasts made pursuant to Exhibit G corresponding to the Settlement Interval;

   C = Performance Tolerance Band =

   Three percent of the Seller's Final Energy Forecast divided by the number of Settlement Intervals in such hour;

   D = Performance Tolerance Band Lower Limit = (B – C);

   E = Performance Tolerance Band Upper Limit = (B + C);

   EP = TOD Period Payment divided by Metered Energy applicable to the Settlement Interval specified in Exhibit C or TOD Period Energy Price applicable to the Settlement Interval specified in Section 2 (b) of Exhibit C (1); and

   P = Market Price for the Generator's PNode as published by the CAISO on OASIS for the Settlement Interval.

2. SDD Administrative Charge. Seller shall make a payment to Buyer (the "SDD Administrative Charge") for each Settlement Interval in a month if Metered Energy (i) exceeds the Performance Tolerance Band Upper Limit or (ii) is less than the Performance Tolerance Band Lower Limit, in any Settlement Interval. The SDD Administrative Charge is calculated as follows:

   If A > (B + C) or A < (B – C), then:

   SDD Administrative Charge = (Absolute Value (B – A) – C) x Uninstructed Deviation GMC Rate.

   Otherwise, the SDD Administrative Charge = 0.

**** End of Exhibit I ****

ID# [Number], [Seller's Name]

EXHIBIT J
Notice List

[SELLER'S NAME]	[BUYER'S NAME]
All Notices are deemed provided in accordance with Section 9.07 if made to the address, facsimile numbers or e-mail addresses provided below:	All Notices are deemed provided in accordance with Section 9.07 if made to the address, facsimile numbers or e-mail addresses provided below:
Contract Sponsor: Attn: Street: City: Phone: Facsimile: E-mail:	
Reference Numbers: Duns: Federal Tax ID Number:	
Contract Administration: Attn: Phone: Facsimile: E-mail:	
Forecasting: Attn: Control Room Phone: Facsimile: E-mail:	
Day-Ahead Forecasting: Phone: Facsimile: E-mail:	
Real-Time Forecasting: Phone: Facsimile: E-mail:	
Payment Statements: Attn: Phone: Facsimile: E-mail:	

CAISO Charges and CAISO Sanctions: Attn: Phone: Facsimile: E-mail:	
Payments: Attn: Phone: Facsimile: E-mail:	
Wire Transfer: BNK: ABA: ACCT:	
Credit and Collections: Attn: Phone: Facsimile: E-mail:	
With additional Notices of an Event of Default or Potential Event of Default to: Attn: Phone: Facsimile: E-mail:	
Guarantor: Attn: Phone: Facsimile: E-mail:	
Lender: Attn: Phone: Facsimile: E-mail:	

**** End of Exhibit J ****

EXHIBIT K
Form of Guaranty Agreement

1. Guaranty. For valuable consideration, *[Guarantor's legal name]*, *[legal status]* ("Guarantor") guarantees payment to *[Buyer's legal name]*, a California corporation ("Beneficiary"), its successors and assigns, of all amounts owed to Beneficiary by *[Seller's legal name]*, *[legal status]* ("Principal") under that certain Power Purchase and Sale Agreement between Beneficiary and Principal dated *[date]*, as amended from time to time ("Agreement") (said amounts are hereinafter referred to as the "Obligations").

   Initially capitalized words that are used but not otherwise defined in this agreement ("Guaranty") shall have the meanings given them in the Agreement.

   Upon the failure or refusal by Principal to pay all or any portion of the Obligations, the Beneficiary may make a demand upon the Guarantor.

   Such demand shall be in writing and shall state the amount Principal has failed to pay and an explanation of why such payment is due, that all cure periods have expired, and with a specific statement that Beneficiary is calling upon Guarantor to pay under this Guaranty.

   Guarantor shall promptly, but in no event less than ten Business Days following demand by Beneficiary, pay such Obligations in immediately available funds.

   The obligations of Guarantor hereunder are not subject to any counterclaim, setoff, withholding, or deduction unless required by applicable law.

   A payment demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations.

2. Guaranty Limit. Subject to Paragraph 13, the liability of Guarantor hereunder may not exceed $_____ in the aggregate, which amount shall include all interest that has accrued on any amount owed hereunder.

3. Guaranty Absolute. Guarantor agrees that its obligations under this Guaranty are irrevocable, absolute, independent and unconditional and is not affected by any circumstance which constitutes a legal or equitable discharge of a guarantor. In furtherance of the foregoing and without limiting the generality thereof, Guarantor agrees as follows:

   (a) The liability of Guarantor under this Guaranty is a continuing guaranty of payment and not of collectability, and is not conditional or contingent upon the genuineness, validity, regularity or enforceability of the Agreement or the pursuit by Beneficiary of any remedies which it now has or may hereafter have under the Agreement;

   (b) Beneficiary may enforce this Guaranty upon the occurrence of a default by Principal under the Agreement notwithstanding the existence of a dispute between Beneficiary and Principal with respect to the existence of the default;

(c) The obligations of Guarantor under this Guaranty are independent of the obligations of Principal under the Agreement and a separate action or actions may be brought and prosecuted against Guarantor whether or not any action is brought against Principal or any other guarantors and whether or not Principal is joined in any such action or actions;

(d) Beneficiary may, at its election, foreclose on any security held by Beneficiary, whether or not the means of foreclosure is commercially reasonable, or exercise any other right or remedy available to Beneficiary without affecting or impairing in any way the liability of Guarantor under this Guaranty, except to the extent the amount(s) owed to Beneficiary by Principal have been paid; and

(e) Guarantor shall continue to be liable under this Guaranty and the provisions hereof shall remain in full force and effect notwithstanding:

(i) Any modification, amendment, supplement, extension, agreement or stipulation between Principal and Beneficiary or their respective successors and assigns, with respect to the Agreement or the obligations encompassed thereby;

(ii) Beneficiary's waiver of or failure to enforce any of the terms, covenants or conditions contained in the Agreement;

(iii) Any release of Principal or any other guarantor from any liability with respect to the Obligations or any portion thereof;

(iv) Any release, compromise or subordination of any real or personal property then held by Beneficiary as security for the performance of the Obligations or any portion thereof, or any substitution with respect thereto;

(v) Without in any way limiting the generality of the foregoing, if Beneficiary is awarded a judgment in any suit brought to enforce a portion of the Obligations, such judgment is not deemed to release Guarantor from its covenant to pay that portion of the Obligations which is not the subject of such suit;

(vi) Beneficiary's acceptance and/or enforcement of, or failure to enforce, any other guaranties or any portion of this Guaranty;

(vii) Beneficiary's exercise of any other rights available to it under the Agreement;

(viii) Beneficiary's consent to the change, reorganization or termination of the corporate structure or existence of the Principal and to any corresponding restructuring of the Obligations;

(ix) Any failure to perfect or continue perfection of a security interest in any collateral that secures the Obligations;

(x) [Intentionally omitted;] and

(xi) Any other act or thing or omission, or delay to do any other act or thing that might in any manner or to any extent vary the risk of Guarantor as an obligor with respect to the Obligations.

(f) Guarantor agrees that upon a demand for payment under this Guaranty in accordance with Section 1 hereof, Guarantor shall pay such Obligations as are included in such demand notwithstanding any defenses, setoffs or counterclaims that Principal may allege or assert against Beneficiary with respect to the Obligations, including, without limitation, statute of frauds, statute of limitations and accord and satisfaction; provided that Guarantor reserves the right to assert any defenses, setoffs or counterclaims that Principal may allege or assert against Beneficiary (except for such defenses, setoffs or counterclaims as are expressly waived under other provisions of this Guaranty) in a subsequent action for recoupment, restitution or reimbursement.

4. Termination; Reinstatement.

(a) The term of this Guaranty is continuous until the date on which the Obligations have been performed or paid in full.

(b) This Guaranty shall be reinstated if at any time following the termination of this Guaranty, any payment by Guarantor under this Guaranty or pursuant hereto is rescinded or must otherwise be returned by the Beneficiary or other person upon the insolvency, bankruptcy, reorganization, dissolution or liquidation of Principal, Guarantor or otherwise, and is so rescinded or returned to the party or parties making such payment, all as though such payment had not been made.

If all or any portion of the Obligations are paid by Principal, the obligations of Guarantor hereunder shall continue and remain in full force and effect or be reinstated, as the case may be, in the event that all or any part of such payment(s) are rescinded or recovered directly or indirectly from Beneficiary as a preference, fraudulent transfer or otherwise, and any such payments which are so rescinded or recovered shall constitute Obligations for all purposes under this Guaranty.

5. Bankruptcy; Post-Petition Interest.

(a) So long as any Obligations remain outstanding, Guarantor may not, without the prior written consent of Beneficiary, commence or join with any other person in commencing any bankruptcy, reorganization or insolvency proceedings of or against Principal.

The obligations of Guarantor under this Guaranty may not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of the Principal or by any defense which Principal may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding.

(b) Any interest on any portion of the Obligations which accrues after the commencement of any such proceeding (or, if interest on any portion of the Obligations ceases to accrue by operation of law by reason of the commencement of said proceeding, such interest as would have accrued on such portion of the Obligations if said proceedings had not been commenced) shall be included in the Obligations.

Guarantor will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or similar person to pay Beneficiary, or allow the claim of Beneficiary in respect of, any such interest accruing after the date on which such proceeding is commenced.

6. Subrogation. Guarantor shall be subrogated to all rights of the Beneficiary against Principal with respect to any amounts paid by the Guarantor pursuant to the Guaranty, provided that Guarantor postpones the exercise of such rights until all Obligations have been irrevocably paid in full to the Beneficiary.

If any amount is paid to Guarantor on account of such subrogation, reimbursement, contribution or indemnity rights at any time when all the Obligations guaranteed hereunder have not been indefeasibly paid in full, Guarantor shall hold such amount in trust for the benefit of Beneficiary (provided that no fiduciary duty shall be deemed to arise in connection herewith) and shall promptly pay such amount to Beneficiary.

7. [Intentionally omitted.]

8. Waivers of Guarantor.

(a) [Intentionally omitted.]

(b) Guarantor waives any right to require Beneficiary to proceed against or exhaust any security held from Principal or any other party acting under a separate agreement.

(c) Guarantor waives all of the rights and defenses described in subdivision (a) of Section 2856 of the California Civil Code, including any rights and defenses that are or may become available to the Guarantor by reason of Sections 2787 to 2855 thereof, inclusive. Without limiting the generality of the foregoing waiver:

(i) The guarantor waives all rights and defenses that the guarantor may have because the debtor's debt is secured by real property.

This means, among other things:

a. The creditor may collect from the guarantor without first foreclosing on any real or personal property collateral pledged by the debtor.

b. If the creditor forecloses on any real property collateral pledged by the debtor:

(1) The amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.

(2) The creditor may collect from the guarantor even if the creditor, by foreclosing on the real property collateral, has destroyed any right the guarantor may have to collect from the debtor.

This is an unconditional and irrevocable waiver of any rights and defenses the guarantor may have because the debtor's debt is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure.

(ii) The guarantor waives all rights and defenses arising out of an election of remedies by the creditor, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed the guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the Code of Civil Procedure or otherwise.

(d) Guarantor assumes all responsibility for keeping itself informed of Principal's financial condition and all other factors affecting the risks and liability assumed by Guarantor hereunder, and Beneficiary shall have no duty to advise Guarantor of information known to it regarding such risks.

(e) Guarantor waives any defense arising by reason of the incapacity, lack of authority or any disability of the Principal, failure of consideration or any defense based on or arising out of the lack of validity or enforceability of the Obligations;

(f) Guarantor waives any defense based upon Beneficiary's errors or omissions in the administration of the Obligations;

(g) Guarantor waives its right to raise any defenses based upon promptness, diligence, and any requirement that Beneficiary protect, secure, perfect or insure any security interest or lien or any property subject thereto;

(h) Guarantor waives its right to raise any principles of law, statutory or otherwise, that limit the liability of or exonerate guarantors, provide any legal or equitable discharge of Guarantor's obligations hereunder, or which may conflict with the terms of this Guaranty;

(i) Other than demand for payment, the Guarantor expressly waives all notices between the Beneficiary and the Principal including without limitation all notices with respect to the Agreement and this Guaranty, notice of acceptance of this Guaranty, any notice of credits extended and sales made by the Beneficiary to Principal, any information regarding Principal's financial condition, and all other notices whatsoever; and

(j) Guarantor waives filing of claims with a court in the event of the insolvency or bankruptcy of the Principal.

9. No Waiver of Rights by Beneficiary. No right or power of Beneficiary under this Guaranty shall be deemed to have been waived by any act or conduct on the part of Beneficiary, or by any neglect to exercise a right or power, or by any delay in doing so, and every right or power of Beneficiary hereunder shall continue in full force and effect until specifically waived or released in a written document executed by Beneficiary.

10. Assignment, Successors and Assigns. This Guaranty shall be binding upon Guarantor, its successors and assigns, and shall inure to the benefit of, and be enforceable by, the Beneficiary and its successors, assigns and creditors. The Beneficiary shall have the right to assign this Guaranty to any person or entity without the prior consent of the Guarantor; *provided*, *however*, that no such assignment shall be binding upon the Guarantor until it receives written notice of such assignment from the Beneficiary.

    The Guarantor shall have no right to assign this Guaranty or its obligations hereunder without the prior written consent of the Beneficiary.

11. Representations of Guarantor. Guarantor represents and warrants that:

    (a) It is a corporation duly organized, validly existing and in good standing in all necessary jurisdictions and has full power and authority to execute, deliver and perform this Guaranty;

    (b) It has taken all necessary actions to execute, deliver and perform this Guaranty;

    (c) This Guaranty constitutes the legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws effecting creditors' rights generally and to general equitable principles;

    (d) Execution, delivery and performance by Guarantor of this Guaranty does not conflict with, violate or create a default under any of its governing documents, any agreement or instruments to which it is a party or to which any of its assets is subject or any applicable law, rule, regulation, order or judgment of any Governmental Authority; and

    (e) All consents, approvals and authorizations of governmental authorities required in connection with Guarantor's execution, delivery and performance of this Guaranty have been duly and validly obtained and remain in full force and effect.

12. Financial Statements. If requested by Beneficiary, Guarantor shall deliver the following financial statements, which in all cases shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles:

    (a) Within one hundred-twenty (120) days following the end of each fiscal year that any Obligations are outstanding, a copy of its annual report containing its audited consolidated financial statements (income statement, balance sheet, statement of cash flows and statement of retained earnings and all accompanying notes) for such fiscal year, setting forth in each case in comparative form the figures for the previous year; and

(b) Within sixty (60) days after the end of each of its first three fiscal quarters of each fiscal year that any Obligations are outstanding, a copy of its quarterly report containing its consolidated financial statements (income statement, balance sheet, statement of cash flows and statement of retained earnings and all accompanying notes) for such fiscal quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year and: (i) certified in accordance with all applicable laws and regulations, including without limitation all applicable Securities and Exchange Commission ("SEC") rules and regulations, if Guarantor is an SEC reporting company; or (ii) certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year end audit adjustments) if Guarantor is not an SEC reporting company.

(c) For the purposes of the requirement in this Paragraph 12, if Guarantor's financial statements are publicly available electronically on the website of Guarantor or the SEC, then Guarantor shall be deemed to have met this requirement.

13. Attorneys' Fees. In addition to the amounts for which payment is guaranteed hereunder, Guarantor agrees to pay reasonable attorneys' fees and all other costs and expenses incurred by Beneficiary in enforcing this Guaranty or in any action or proceeding arising out of or relating to this Guaranty. Any costs for which Guarantor becomes liable pursuant to this Paragraph 13 is not subject to, and does not count toward, the guaranty limit set forth in Paragraph 2 above.

14. Governing Law. This Guaranty is made under and shall be governed in all respects by the laws of the State of California, without regard to conflict of law principles. If any provision of this Guaranty is held invalid under the laws of California, this Guaranty shall be construed as though the invalid provision has been deleted, and the rights and obligations of the parties shall be construed accordingly.

15. Construction. All parties to this Guaranty are represented by legal counsel. The terms of this Guaranty and the language used in this Guaranty shall be deemed to be the terms and language chosen by the parties hereto to express their mutual intent. This Guaranty shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under this Guaranty. No rule of strict construction will be applied against any party.

16. Amendment; Severability. Neither this Guaranty nor any of the terms hereof may be terminated, amended, supplemented or modified, except by an instrument in writing executed by an authorized representative of each of Guarantor and Beneficiary.

If any provision in or obligation under this Guaranty is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, is not in any way be affected or impaired thereby.

17. Third Party Rights. This Guaranty may not be construed to create any rights in any parties other than Guarantor and Beneficiary and their respective successors and permitted assigns.

18. Notices. Any demand for payment, notice, request, instruction, correspondence or other document to be given hereunder by any party to another shall be made by facsimile to the person and at the address for notices specified below.

Beneficiary:	*[Buyer]* *[Street]* *[City, State Zip]* Attn: Phone: Facsimile:
with a copy to:	*[Name]* *[Street]* *[City, State Zip]* Attn: Phone: Facsimile:
Guarantor:	*[Guarantor]* *[Street]* *[City, State Zip]* Attn: Phone: Facsimile:
Principal:	*[Principal]* *[Street]* *[City, State Zip]* Attn: Phone: Facsimile:

Such notice shall be effective upon confirmation of the actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next Business Day after receipt if receipt is outside of the recipient's normal business hours. Either party may periodically change any address to which notice is to be given it by providing notice of such change as provided herein.

ID# [Number], [Seller's Name]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of _____, ____.

_____*[legal name]*___

By: _____

Name: _____

Title: _____

*** *End of Exhibit K* ***

EXHIBIT L
Form of Letter of Credit

IRREVOCABLE NONTRANSFERABLE STANDBY
LETTER OF CREDIT

Reference Number:

Transaction Date:

BENEFICIARY:

_____
_____
_____
_____

Ladies and Gentlemen:

_____ (the "Bank") establishes this Irrevocable Nontransferable Standby Letter of Credit ("Letter of Credit") in favor of _____, a California corporation (the "Beneficiary"), for the account of _____, a _____ corporation, also known as ID# ___ (the "Applicant"), for the amount of XXX AND XX/100 Dollars ($_____) (the "Available Amount"), effective immediately and expiring at 5:00 p.m., California time, on _____ (the "Expiration Date").

This Letter of Credit shall be of no further force or effect upon the close of business on _____ or, if such day is not a Business Day (as hereinafter defined), on the next preceding Business Day.

For the purposes hereof, "Business Day" shall mean any day on which commercial banks are not authorized or required to close in California.

Subject to the terms and conditions herein, funds under this Letter of Credit are available to Beneficiary by presentation in compliance on or before 5:00 p.m. California time, on or before the Expiration Date of the following:

1. The original of this Letter of Credit and all amendments (or photocopy of the original for partial drawings); and

2. The Drawing Certificate issued in the form of Attachment A attached hereto and which forms an integral part hereof, duly completed and purportedly bearing the signature of an authorized representative of the Beneficiary.

ID# [Number], [Seller's Name]

Notwithstanding the foregoing, any drawing hereunder may be requested by transmitting the requisite documents as described above to the Bank by facsimile at _____ or such other number as specified from time to time by the Bank.

The facsimile transmittal shall be deemed delivered when received. Drawings made by facsimile transmittal are deemed to be the operative instrument without the need of originally signed documents.

Partial drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance;

provided that, the Available Amount shall be reduced by the amount of each such drawing.

This Letter of Credit is not transferable or assignable. Any purported transfer or assignment shall be void and of no force or effect.

Banking charges shall be the sole responsibility of the Applicant.

This Letter of Credit sets forth in full our obligations and such obligations may not in any way be modified, amended, amplified or limited by reference to any documents, instruments or agreements referred to herein, except only the attachment referred to herein; and any such reference may not be deemed to incorporate by reference any document, instrument or agreement except for such attachment.

The Bank engages with the Beneficiary that Beneficiary's drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the Bank on or before the Expiration Date.

Except so far as otherwise stated, this Letter of Credit is subject to the International Standby Practices ISP98 (also known as ICC Publication No. 590), or revision currently in effect (the "ISP"). As to matters not covered by the ISP, the laws of the State of California, without regard to the principles of conflicts of laws thereunder, shall govern all matters with respect to this Letter of Credit.

AUTHORIZED SIGNATURE for Issuer

Name:_____

Title:_____

ATTACHMENT A
Drawing Certificate

TO *[ISSUING BANK NAME]*

IRREVOCABLE NON-TRANSFERABLE STANDBY LETTER OF CREDIT

No. _____

DRAWING CERTIFICATE

Bank

Bank Address

Subject: Irrevocable Non-transferable Standby Letter of Credit

Reference Number:

The undersigned _____, an authorized representative of _____ (the "Beneficiary"), certifies to *[Issuing Bank Name]* (the "Bank"), and _____ (the "Applicant"), with reference to Irrevocable Nontransferable Standby Letter of Credit No. {_____}, dated _____, (the "Letter of Credit"), issued by the Bank in favor of the Beneficiary, as follows as of the date hereof:

1. The Beneficiary is entitled to draw under the Letter of Credit an amount equal to $_____, for the following reason(s) [check applicable provision]:

   [ ]A. An Event of Default, as defined in that certain Power Purchase and Sale Agreement between Applicant and Beneficiary, dated as of *[Date of Execution]* (the "Agreement"), with respect to the Applicant has occurred and is continuing.

   [ ]B. An Early Termination Date (as defined in the Agreement) has occurred or been designated as a result of an Event of Default (as defined in the Agreement) with respect to the Applicant for which there exist any unsatisfied payment obligations.

   [ ]C. The Letter of Credit will expire in fewer than 30 days from the date hereof, and Applicant has not provided Beneficiary alternative Performance Assurance (as defined in the Agreement) acceptable to Beneficiary.

   [ ]D. The Bank has heretofore provided written notice to the Beneficiary of the Bank's intent not to renew the Letter of Credit following the present Expiration Date thereof ("Notice of Non-renewal"), and Applicant has failed to provide the Beneficiary with a replacement letter of credit satisfactory to Beneficiary in its sole discretion within 30 days following the date of the Notice of Non-renewal.

[ ]E. The Beneficiary is entitled to retain the entire Development Security (i) as a result of Applicant's failure to commence the Term by the Term Start Date, or (ii) the Agreement has terminated due to an Event of Default by Applicant before the Term Start Date.

[ ]F. The Beneficiary is entitled to retain a portion of the Development Security equal to the product of $20 per kW of As-Available Contract Capacity that Seller failed to demonstrate times the kilowatts of As-Available Contract Capacity which Seller failed to demonstrate.

2. Based upon the foregoing, the Beneficiary makes demand under the Letter of Credit for payment of U.S. DOLLARS AND ____/100ths (U.S.$_____), which amount does not exceed (i) the amount set forth in paragraph 1 above, and (ii) the Available Amount under the Letter of Credit as of the date hereof.

3. Funds paid pursuant to the provisions of the Letter of Credit shall be wire transferred to the Beneficiary in accordance with the following instructions:

Unless otherwise provided herein, capitalized terms which are used and not defined herein shall have the meaning given each such term in the Letter of Credit.

IN WITNESS WHEREOF, this Certificate has been duly executed and delivered on behalf of the Beneficiary by its authorized representative as of this ____ day of _____, _____.

Beneficiary: [BENEFICIARY NAME]

By: _____

Name:_____

Title:_____

**** End of Exhibit L ****

ID# [Number], [Seller's Name]

EXHIBIT M
Seller's Milestone Schedule

No.	*Target Date*	*Milestones*

**** End of Exhibit M ****

EXHIBIT N
Outage Schedule Submittal Requirements

1. General Requirements.

The Parties shall abide by the Outage Schedule Submittal Requirements described below and shall agree upon reasonable changes to these requirements and procedures from time to time, as necessary to:

(a) Comply with the CAISO Tariff;

(b) Accommodate changes to their respective generation technology and organizational structure; and

(c) Address changes in the Operating and Scheduling procedures of Seller, Buyer and the CAISO, including automated forecast and outage submissions.

2. Seller's Availability Forecasting Submittal Requirements for all Generating Facilities.

Seller shall submit maintenance and Planned Outage schedules in accordance with the following schedule:

(a) No later than January 1st, April 1st, July 1st and October 1st of each Term Year, and at least 60 days before Parallel Operation, Seller shall submit to Buyer its schedule of proposed Planned Outages ("Outage Schedule") for the subsequent twenty four-month period using a Buyer-provided web-based system or an e-mail address designated by Buyer ("Web Client") only if web-based system is not available.

(b) Seller shall provide the following information for each proposed Planned Outage:

(i) Start date and time;

(ii) End date and time; and

(iii) Capacity online, in MW, during the Planned Outage in addition to the information required by the CAISO, as indicated by the Buyer-provided web-based system.

(c) Within 20 Business Days after Buyer's receipt of an Outage Schedule, Buyer shall notify Seller in writing of any request for changes to the Outage Schedule, and Seller shall, consistent with Prudent Electrical Practices, accommodate Buyer's requests regarding the timing of any Planned Outage.

(d) Seller shall cooperate with Buyer to arrange and coordinate all Outage Schedules with the CAISO.

(e) In the event a condition occurs at the Generating Facility which causes Seller to revise its Planned Outages, Seller shall provide Notice to Buyer, using the Web Client, of such change

(including, an estimate of the length of such Planned Outage) as required in the CAISO Tariff after the condition causing the change becomes known to Seller.

(f) Seller shall promptly prepare and provide to Buyer upon request, using the Web Client, all reports of actual or forecasted outages that Buyer may reasonably require for the purpose of enabling Buyer to comply with Section 761.3 of the California Public Utilities Code or any Applicable Law mandating the reporting by investor owned utilities of expected or experienced outages by electric energy generating facilities under contract to supply electric energy.

**** End of Exhibit N ***

EXHIBIT O

QF Efficiency Monitoring Program – Cogeneration Data Reporting Form

[Buyer's address]
Buyer's telephone number and email address]

[PrevYear]

I. Name and Address of Project

Name:
Street:
City: _____ State: _____ Zip Code: _____

ID No.: _____ Generation Nameplate (KW): _____

II. In Operation: Yes ☐ No ☐

III. Can your facility dump your thermal output directly to the environment? ☐Yes ☐No

IV. Ownership

	Name	Address	Ownership (%)	Utility	
1				Y	N
2				Y	N
3				Y	N
4				Y	N
5				Y	N

V. [PrevYear] Monthly Operating Data

- Indicate the unit of measure used for your useful thermal output if other than mBTUs:
  BTUs _____ Therms _____ mmBTUs _____
- If Energy Input is natural gas, use the Lower Heating Value (LHV) as supplied by Gas Supplier.

	Useful Power Output (kWh)	Energy Input (Therms)	Useful Thermal Output (mBtu)
JAN			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Yearly Total			

**** End of Exhibit O ***

Electric Sample Form 79-1121 Sheet 1

Power Purchase and Sale Agreement - Contract for Eligible CHP Facilities With Net Output of Not Greater Than 5 MW

Please Refer to Attached Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:
☐ XXXX
☐ XXXX
☐ XXXX
☐ XXXX
☐ _____

REFERENCE:
_____
_____
_____
_____
_____

POWER PURCHASE AND SALE AGREEMENT

CONTRACT FOR ELIGIBLE CHP FACILITIES WITH NET OUTPUT OF NOT GREATER THAN 5 MW

PREAMBLE

This Power Purchase and Sale Agreement (this "Agreement") by and between [Buyer's name], a California corporation ("Buyer"), and [Seller's name], a [Seller's form of business entity and state of registration] ("Seller"), is dated as of [Date of execution] (the "Effective Date"). Buyer and Seller are sometimes referred to in this Agreement individually as a "Party" and jointly as the "Parties." Unless the context otherwise specifies or requires, initially capitalized terms used in this Agreement have the meanings set forth in Exhibit A. Exhibits A through G inclusive are hereby incorporated into and made a part of this Agreement.

RECITALS

A. On June 26, 2008, the CPUC opened Rulemaking 08-06-024 to implement Assembly Bill 1613 (codified in California Public Utilities Code Section 2840 et. seq.), which establishes the Waste Heat and Carbon Emissions Reductions Act (the "Act").

B. Buyer is required to offer this Agreement to Seller in order to fulfill its obligations under the Act and the Decisions issued in Rulemaking ("R.") 08-06-024 ("AB 1613 Decisions"), and Seller desires to accept such offer and enter into this Agreement.

The Parties, intending to be legally bound, agree as follows:

{Buyer Comment: If the Term is greater than or equal to five years and if the Generating Facility provides baseload generation, before executing this Agreement, Seller must provide to Buyer documentation evidencing its compliance with the Greenhouse Gas Emissions Performance Standard set forth in D.07-01-039 and in subsequent CPUC rulings implementing D.07-01-039, and with any subsequent CPUC-established precondition to the execution of this Agreement.}

ARTICLE ONE. SPECIAL CONDITIONS

1.01 Term. The term of this Agreement (the "Term") commences on [Date] (the "Term Start Date") and ends on [Date] (the "Term End Date"). The Term Start Date must be on the first day of a calendar month. If the Generating Facility is (a) a New Eligible CHP Facility, the Term Start Date must occur within 18 months of the Effective Date, or (b) an Existing Eligible CHP Facility, the Term Start Date must occur within 6 months of the Effective Date. Subject to the limitation set forth in the immediately preceding sentence, Seller may change the Term Start Date set forth in this Section 1.01 by providing Notice to Buyer at least three months before such Term Start Date. The Term must be no less than one year and no more than 10 years.

1.02 Generating Facility. The name of the Generating Facility is [Generating Facility name], which is [a New Eligible CHP Facility] [an Existing Eligible CHP Facility], and which is further described in Exhibit G.

The Generating Facility is located at [Generating Facility address], which must be located within Buyer's electric service territory. To be eligible for this Agreement, the Generating Facility must be an Eligible CHP Facility that, during the entire Term, (1) satisfies the provisions of AB 1613, as implemented by the CEC's "Final Statement of Reasons" issued in June 2010, and (2) is a Qualifying Facility under PURPA. However, public agency sellers exempt from FERC jurisdiction under 16 United States Code ("USC") §824(f) are not subject to the requirements of 18 CFR §292.201.

1.03 As-Available Contract Capacity; Power Rating. The As-Available Contract Capacity equals [___] kW. (The As-Available Contract Capacity must be no greater than 5 MW.) The Power Rating of the Generating Facility must be no more than 20 MW. Seller has no obligation under this Agreement to produce or deliver firm energy or capacity.

1.04 Site Host Load. The Site Host Load is expected to equal, on average, [___] kW. The amount of electric energy to be used to serve the Site Host Load is expected to equal, on average, [___] kWh per Term Year, which amount may change from time to time; *provided, however*, that Seller shall provide Notice to Buyer at least 30 days, or as soon as otherwise is practicable, before any such change that Seller reasonably anticipates will be greater than 4,380,000 kWh, on an annual basis; and *provided further*, that the As-Available Contract Capacity shall never exceed 5 MW.

1.05 Expected Term Year Energy Production. The Expected Term Year Energy Production for each Term Year equals [___] kWh. The actual energy production of the Generating Facility may change from time to time; *provided, however*, that (a) Seller shall provide Buyer with 30 days advance Notice of any change to the actual energy production that Seller reasonably anticipates will be greater than 4,380,000 kWh, on an annual basis, and (b) the Expected Term Year Energy Production may not exceed the As-Available Contract Capacity at 100% capacity factor applied over the Term Year.

1.06 Delivery Point. The point of delivery of the Power Product is the point where Seller's facilities connect with facilities owned by Buyer (the "Delivery Point"). Seller shall convey to Buyer and Buyer shall accept the Power Product at the Delivery Point. Title to and risk of loss related to the Power Product transfer from Seller to Buyer at the Delivery Point. Buyer shall pay any transmission or distribution costs, exclusive of line losses (if any) and interconnection costs, to deliver the power from the Delivery Point to the point of interconnection between the Buyer's distribution or transmission facilities and the CAISO- Controlled Grid (Interconnection Point); Seller shall be responsible for interconnection costs, including necessary facility upgrades (consistent with Applicable Laws and the Interconnection Agreement) and any line losses from the Delivery Point to the Interconnection Point. Any line losses incurred or avoided from the Delivery Point to the Interconnection Point are determined as part of the interconnection process.

1.07 Power Product Prices.

(a) Monthly Contract Payment for the Power Product shall be calculated in accordance with Exhibit B.

(b) If the Generating Facility is interconnected pursuant to a FERC-jurisdictional interconnection tariff and Seller is not yet able to provide Resource Adequacy Benefits in compliance with applicable CPUC and CAISO Resource Adequacy requirements, pending Seller's provision of such benefits the Monthly Contract Payment for Power Product shall be calculated in accordance with Exhibit B(1).

(c) A Generating Facility subject to paragraph 1.07(b) that becomes able to provide Resource Adequacy Benefits in compliance with applicable CPUC and CAISO Resource Adequacy requirements shall provide Buyer with written notice and reasonable evidence thereof.

(d) Starting on the first day of the calendar month following the date on which notice was given pursuant to subsection 1.07(c), Seller shall be paid the monthly contract price for the Power Product as set forth in Exhibit B.

1.08 Scheduling Coordinator. Buyer is the Scheduling Coordinator under this Agreement. Buyer shall take all steps necessary to be authorized as the Scheduling Coordinator during the Term. Seller shall cooperate with Buyer in good faith to assure that Buyer is authorized as the Scheduling Coordinator during the Term. In accordance with Section 4.01, Buyer shall invoice to Seller and set off against future payments to Seller:

(a) $1,500.00 per month in consideration for Buyer rendering its services to Seller as the Scheduling Coordinator; *provided, however*, that if the As-Available Contract Capacity is less than 1 MW, Seller shall not be required to pay this fee; and

(b) A fee (the "SC Set-Up Fee") equal to the costs Buyer incurs as a result of the Generating Units or the Generating Facility registration, as applicable, as well as installation, configuration, and testing of all equipment and software necessary, in Buyer's sole discretion, to Schedule the Generating Unit or the Generating Facility, as applicable. Buyer's invoice to Seller shall provide a detailed accounting of all costs and charges encompassed in the SC Set-Up Fee. The actual cost will be a simple pass-through to Seller of Buyer's actual costs. Buyer estimates that the SC Set-up Fee for this Agreement will equal $2,000.00 or less.

1.09 GHG Emissions Allowances. Seller elects one of the following: ___(a) __(b), provided however, that this Section 1.09 shall not be applicable when the Monthly Contract Payment is calculated in accordance with Exhibit B (1).

(a) Seller shall manage its own GHG Emissions Allowances and request payment from Buyer in accordance with Section 3.03.

(b) PG&E shall purchase GHG Emissions Allowances on behalf of Seller upon the CPUC's adoption of the necessary procedure. Until such time, Buyer will reimburse Seller per section 1.09(a), above.

1.10 Decertification from AB 1613 Program. In the event of Seller's default pursuant to Section 6.01(b)(vi) due to CEC decertification under the Public Utilities Code 2843, so long as at the time of default, Seller demonstrates qualifying facility status under PURPA and notwithstanding Section 2.02(b), upon termination of this Agreement, Seller's continued conveyance of Power Product and acceptance of payment shall constitute Seller's acceptance of any applicable mandatory must-purchase contract available to qualifying facilities under PURPA. Seller shall be paid the short run avoided cost rate for energy and as-available capacity applicable under such contract at the time of decertification.

ARTICLE TWO. SELLER'S SATISFACTION OF OBLIGATIONS; TERMINATION

2.01 Seller's Satisfaction of Obligations before the Term Start Date. Before the Term Start Date, Seller must demonstrate to Buyer that Seller has satisfied all of the requirements necessary for Seller to Operate the Generating Facility in accordance with the terms of this Agreement (including Section 7.10), Applicable Law, the CAISO Tariff (to the extent applicable), and any other applicable tariff, legal, and regulatory requirements.

2.02 Termination Rights of the Parties.

(a) Termination Rights of Seller. Seller has the right to terminate this Agreement on Notice:

(i) If Seller (or any venture in which Seller is a participant) and the Generating Facility are jointly selected by Buyer in a competitive solicitation. The termination of this Agreement will be effective as of midnight the day before the commencement of any delivery period for any energy, capacity or attributes from the Generating Facility which is selected by Buyer in such competitive solicitation; or

(ii) If Seller's Site Host relocates its business outside the State of California or terminates its business operations in California; provided, however, that if Seller terminates this agreement in accordance with this Section 2.02(a)(ii), Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity, or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one year from the effective date of such termination. The termination of this Agreement becomes effective five Business Days after Seller delivers such Notice.

(b) Event of Default. Except as provided in Section 1.10, in the event of an uncured Event of Default or an Event of Default for which there is no opportunity for cure permitted in this Agreement, the Non-Defaulting Party may, at its option, terminate this Agreement as set forth in Section 6.03 and, if the Non-Defaulting Party is Buyer, then Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one year following the date of such termination.

(c) End of Term. This Agreement terminates at midnight of (i) the Term End Date, or (ii) a termination date agreed to in writing by the Parties.

(d) Rights and Obligations Surviving Termination. The rights and obligations of the Parties that are intended to survive a termination of this Agreement are all such rights and obligations that this Agreement expressly provides survive such termination as well as those rights and obligations arising from either Parties' covenants, agreements, representations or warranties applicable to, or to be performed, at, before or as a result of the termination of this Agreement.

ARTICLE THREE. SELLER'S OBLIGATIONS

3.01 Conveyance of the Product. During the Term, Seller shall provide and convey the Product to Buyer in accordance with the terms of this Agreement, and Buyer shall have the exclusive right to the Product. Seller shall, at its own cost, take all reasonable actions and execute all documents or instruments that are reasonable and necessary to effectuate the use of the Green Attributes, Capacity Attributes and Resource Adequacy Benefits for Buyer's benefit throughout the Term.

3.02 Resource Adequacy. In accordance with Public Utilities Code section 2841(f), Seller grants, pledges, assigns and otherwise commits to Buyer the generating capacity of the Generating Facility to the extent necessary in order for Buyer to count such generating capacity to meet its Resource Adequacy obligations. Seller shall comply with CPUC and CAISO requirements to count towards Resource Adequacy; provided however,

(i) If such requirements could interfere with the Operations of Seller, Seller shall be entitled to challenge such requirements with the CPUC or other relevant agency. Absent a ruling or other action granting a stay, Seller's compliance shall be required pending resolution of the challenge.

(ii) If Seller interconnects the Generating Facility pursuant to a non-FERC-jurisdictional interconnection tariff, Seller shall not be required to provide Resource Adequacy Benefits, and Buyer's total obligation to obtain Resource Adequacy Benefits pursuant to the Resource Adequacy Rulings with respect to the service area of Buyer will be decreased by the Generating Facility's generating capacity, provided that, if the outcome of any CPUC proceeding requires Seller to obtain a deliverability study, Seller shall promptly obtain such deliverability study and provide it to Buyer upon the completion of such deliverability study.

(iii) Following the outcome of the distribution interconnection issues proceeding (R.11-09-011), the Resource Adequacy proceedings (R.09-10-032), and any future CAISO stakeholder process addressing deliverability, a deliverability study may be required for all AB 1613 resources. The CPUC has reserved the right to require appropriate amendments to this Agreement as necessary to address full capacity deliverability issues. The Parties agree to comply with any such CPUC requirement.

3.03 GHG Compliance Costs.

(a) Direct GHG Compliance Costs. During the Term, Buyer shall reimburse Seller for any Direct GHG Compliance Costs, other than GHG Emissions Allowances, which are separately addressed in the sections below, attributable to the Generating Facility for GHG emissions associated with the Power Product, within forty-five (45) days of Buyer's receipt from Seller of reasonable documentation, in form and substance acceptable to Buyer, establishing that:

(i) Seller is actually liable for the Direct GHG Compliance Costs for GHG emissions attributed to the Power Product;

(ii) Direct GHG Compliance Costs were imposed upon Seller by an authorized Governmental Authority with jurisdiction to impose Direct GHG Compliance Costs where the Generating Facility is located, or which otherwise has jurisdiction over Seller or the Generating Facility.

(iii) Buyer is not liable for reimbursement to Seller for Direct GHG Compliance Costs for GHG emissions associated with the Power Product if the GHG emissions for which Seller seeks reimbursement exceed the GHG Emissions Cap and based on the actual delivered Power Product.

(iv) The Generating Facility's GHG emissions has been allocated between the useful thermal output, the electricity consumed on-site, and the exported Power Product based on the relative BTU content of the end product consistent with Form CEC-2843, as amended.

(b) GHG Allowance Costs. Buyer shall bear the cost of GHG Emissions Allowances for GHG emissions attributable to the Generating Facility and associated with the Power Product through either reimbursement, or direct procurement, as indicated at Section 1.08, provided that:

(i) Seller is actually required to procure such GHG Emissions Allowances for GHG emissions attributed to the Power Product;

(ii) Such GHG Emissions Allowances compliance requirements were imposed upon Seller by an authorized Governmental Authority with jurisdiction to impose GHG emissions

allowances requirements where the Generating Facility is located, or which otherwise has jurisdiction over Seller or the Generating Facility;

(iii) The Generating Facility's GHG emissions, less any Free Allowance for which the Generating Facility is eligible, shall be allocated between the useful thermal output, the electricity consumed on-site, and the exported Power Product based on the relative BTU content of the end product consistent with Form CEC-2843, as amended;

(iv) Buyer's responsibility for GHG Emissions Allowances is limited to GHG emissions associated with the Power Product for which the Seller or the Generating Facility was not eligible to receive Free Allowances;

(v) Buyer's responsibility for GHG Emissions Allowances will not exceed the GHG Emissions Cap based on the actual delivered Power Product.

(c) Reimbursement of Seller for GHG Emissions Allowances. If Seller has elected to manage its own GHG Emissions Allowances in Section 1.09, then, during the Term, Buyer shall reimburse Seller to the extent of Buyer's responsibility for GHG Emissions Allowances in accordance with Section 3.03(b) ("applicable quantity") within forty-fine (45) days of Buyer's receipt from Seller of documentation, in form and substance acceptable to Buyer, requesting reimbursement. If the CPUC has specified an index for use in determining the price to be paid for GHG Emissions Allowances, in no event shall Buyer's total payment to Seller for the applicable quantity exceed the total payment that would be due to Seller if the applicable quantity were purchased at the index price at the relevant time period.

(d) Buyer's Purchase of GHG Emissions Allowances. If Seller has elected to have Buyer purchase GHG Emissions Allowances for the Generating Facility in Section 1.09, then, during the Term and upon the CPUC's issuance of guidelines on the mechanics of Buyer's obligations to purchase GHG Emissions Allowances pursuant to the AB 1613 Decisions, Buyer shall purchase GHG Emissions Allowances for Seller for the applicable quantity for the remainder of the Term in accordance with and subject to such guidelines, as may be revised from time to time.

(e) This Section 3.03 shall not be applicable during any portion of the Term during which the Monthly Contract Payment is calculated in accordance with Exhibit B (1).

3.04 Exclusive Rights. Notwithstanding anything to the contrary in this Agreement, as of the Effective Date and until the Term End Date, Seller may not use, provide or convey any of the Product to any Person other than Buyer.

3.05 Site Control. Within 60 days of the Effective Date and until the Term End Date, Seller shall have Site Control.

3.06 Permits. Seller shall obtain and maintain all Permits necessary for the Seller to Operate the Generating Facility and to deliver electric energy from the Generating Facility to the Delivery Point.

3.07 Interconnection. Seller shall, at its own cost, obtain and maintain all interconnection rights and an interconnection agreement and any related Governmental Authority approval(s) required to enable interconnection with Buyer's electric system and Parallel Operation of the Generating Facility.

3.08 CAISO Relationship. Seller shall comply with all applicable provisions of the CAISO Tariff, including securing and maintaining in full force all CAISO agreements, certifications and approvals required in order for the Generating Facility to comply with the CAISO Tariff.

3.09 Generating Facility Modifications. Seller shall provide at least 30 days advance Notice to Buyer before making any material modification to the Generating Facility, which Notice will include a description of any change in actual energy production of the Generating Facility and in the Site Host Load anticipated as a result of the modification. Notwithstanding the foregoing, Seller shall make no modification to the Generating Facility that would prevent Seller from complying with the terms of this Agreement.

3.10 Metering.

(a) CAISO-Approved Meter. Seller shall, at its own cost, install, maintain and test the CAISO-Approved Meter pursuant to the CAISO Tariff or other applicable metering requirements, and each CAISO-Approved Meter shall have net energy capability as required under Public Utilities Code Section 2840.2(b)(2).

(b) Check Meter. Buyer may, at its sole cost, furnish and install one Check Meter on the high voltage side of the substation associated with the Generating Facility or, if there is not enough space at such substation to install the Check Meter, any other location mutually agreeable to the Parties. The Check Meter shall be interconnected with Buyer's communication network to permit (i) periodic, remote collection of revenue quality meter data, and (ii) back-up real time transmission of operating-quality meter data through the Telemetry System. Buyer shall test and recalibrate the Check Meter at least once every Term Year. The Check Meter will be locked or sealed, and the lock or seal may only be broken by a Buyer representative. Seller has the right to be present whenever such lock or seal is broken. Buyer shall replace the Check Meter battery at least once every 36 months; *provided, however*, if the Check Meter battery fails, Buyer shall promptly replace such battery.

(c) Use of Check Meter for Back-Up Purposes. Buyer may compare the Check Meter data to the CAISO-Approved Meter data. If the deviation between the CAISO-Approved Meter data and the Check Meter data (after adjusting for any compensation factors introduced by the CAISO into the CAISO Approved Meter) for any comparison is greater than 0.3%, Buyer shall provide Notice to Seller of such deviation and the Parties shall mutually arrange for a meter check or recertification of the Check Meter or CAISO-Approved Meter, as applicable. Each Party shall bear its own costs for any meter check or recertification. Testing procedures and standards for the Check Meter will be the same as for a comparable Buyer-owned meter. Seller shall have the right to have representatives present during all such tests. For the avoidance of doubt, the Check Meter is intended to be used for back-up purposes in the event of a failure or other malfunction of the CAISO-Approved Meter, and Check Meter data shall only be used to validate the CAISO-Approved Meter data and, in the event of a failure or other malfunction of the CAISO-Approved Meter, in place of the CAISO-Approved Meter until such time that the CAISO-Approved Meter is checked or recertified.

3.11 Provision of Information. Seller shall promptly provide to Buyer all documents reasonably requested by Buyer relating to the Generating Facility (including site plan drawings and single-line diagrams), the administration of this Agreement, or in order for Buyer to comply with any discovery or data request for information from the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal.

3.12 Operation. Seller shall:

(a) Operate the Generating Facility in accordance with Prudent Electrical Practices;

(b) Comply with the requirements set forth in Exhibit C and Exhibit D;

(c) Use its commercially reasonable efforts to Operate the Generating Facility so that the Power Product conforms with the Forecast provided in accordance with Exhibit C;

(d) Pay the CAISO Charges for which it is responsible under Exhibit E;

(e) Use reasonable efforts to respond to any instruction issued by the CAISO or the Transmission Provider or delivered to Seller by Buyer in response to an Emergency;

(f) Maintain and provide electronically or in hard copy a copy of all relevant daily Operating records to Buyer within 20 days of a request by Notice from Buyer, including records showing (i) real and reactive power production, (ii) changes in Operating status, (iii) protective apparatus operations, and (iv) any unusual conditions found during inspections;

(g) Keep all Operating records to the extent required of an Eligible CHP Facility by any applicable CPUC or CEC order;

(h) At least 75 days before the Term End Date or as soon as practicable before the date of an early termination of this Agreement, (i) submit to the CAISO the name of the Scheduling Coordinator that will replace Buyer, and (ii) cause the Scheduling Coordinator that will replace Buyer to submit a letter to the CAISO accepting the designation as Seller's Scheduling Coordinator; and

(i) Comply with all NERC reliability standards and requirements applicable to the generator owner and generator operator of the Generating Facility, if any.

3.13 Fuel Supply. Seller shall supply all fuel required for the Power Product and any testing of the Generating Facility.

3.14 Power Product Curtailments at Request of Scheduling Coordinator, Transmission Provider, or CAISO. Seller shall promptly curtail the production of the Power Product upon receipt of a notice or instruction from Seller's Scheduling Coordinator, the Transmission Provider, or the CAISO; *provided, however*, that Buyer, in its role as Scheduling Coordinator, shall issue such an instruction only when Buyer is expressly directed to curtail production of the Power Product by the CAISO or where Buyer reasonably believes that curtailment of the Power Product is required to comply with (a) its maintenance requirements and operating orders, (b) a CAISO Declared Over-Generation Condition, or (c) an Emergency. Whenever practicable, Buyer will use commercially reasonable efforts to provide Seller reasonable advance notice of the possibility that a reduction or interruption of deliveries may be required.

3.15 Eligible CHP Facility Status.

(a) To the extent required by Applicable Law, administration of this Agreement or program eligibility guidelines established by the CEC within thirty (30) Business Days following the Term Start Date or Notice from Buyer, Seller shall provide to Buyer certification from the CEC that the Generating Facility meets the applicable operating and efficiency standards for Eligible CHP Facilities for the applicable year.

(b) Seller shall take all necessary steps, including making or supporting timely filings with the appropriate Governmental Authority in order to maintain certification of the Eligible CHP Facility status of the Generating Facility throughout the Term.

(c) Seller shall provide to Buyer copies of all documentation, including calculations and verifiable supporting data provided to the appropriate Governmental Authority, which demonstrates the compliance of the Generating Facility with the Eligible CHP Facility operating and efficiency standards for the applicable year. Notwithstanding the foregoing, Seller shall provide Buyer with a copy of its Annual Performance Reporting Forms (CEC Form 2843 or its successor) within 5 days of submission to the CEC.

(d) Seller, unless a public agency, shall take all necessary steps, including making or supporting timely filings with FERC in order to maintain the qualifying facility status of the Generating Facility as required by 18 CFR §292.201, et seq., throughout the Term.

(e) Within 30 Business Days following the end of each year, and within 30 Business Days following the Term End Date, each QF Seller shall provide to Buyer a copy of a FERC order waiving for the Generating Facility the applicable operating and efficiency standards for qualifying cogeneration facilities, as contemplated in 18 CFR Part 292, Section 292.205, "Criteria for Qualifying Cogeneration Facilities", for the applicable year, if Seller has received such order from the FERC.

3.16 Notice of Cessation or Termination of Service Agreements. Seller shall provide Notice to Buyer within one Business Day if there is a termination of, or cessation of service under, any agreement required in order for the Generating Facility to (a) interconnect with the Transmission Provider's electric system, (b) transmit and deliver electric energy to the Delivery Point, or (c) own and operate any CAISO-Approved Meter.

3.17 Buyer's Access Rights. Buyer has the right to examine the Site, the Generating Facility and the Operating records for any purpose connected with this Agreement upon providing Seller with reasonable advance Notice under the circumstances. Seller hereby grants Buyer reasonable access to all CAISO-Approved Meters and Check meters for meter readings and any purpose necessary to effectuate this Agreement. Seller shall provide Buyer access to all meter data and data acquisition services both in real-time, and at later times, as Buyer may reasonably request, as necessary to effectuate this Agreement. Seller shall inform Buyer of meter quantity changes after becoming aware of, or being informed of, any such changes by the CAISO. Seller shall provide instructions to the CAISO granting authorizations or other documentation sufficient to provide Buyer with access to the CAISO-Approved Meter and to Seller's settlement data on OMAR.

3.18 Planned Outages. Seller shall schedule and utilize all planned outages in accordance with the procedures and subject to the limitations set forth in Exhibit D.

3.19 Seller Ownership and Control of Generating Facility. Seller agrees, that, in accordance with FERC Order No. 697, upon request of Buyer, Seller shall submit a letter of concurrence in support of an affirmative statement by Buyer that the contractual arrangement set forth in this Agreement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that the contractual arrangement set forth in this Agreement conveys ownership or control of generation capacity from Seller to Buyer.

3.20 Regulation of Net Output of the Generating Facility. In its sole discretion, Buyer may require that Seller install, at Seller's sole cost, a device or equipment that will disable the Generating Facility from delivering electric energy at a rate greater than 5,000 kWh per hour of Metered Energy. At Buyer's request, Seller

shall install such device before the Term Start Date or within 60 days if Buyer's request is made any time after the Term Start Date. Unless otherwise agreed to by the Parties, Buyer shall own, operate, and maintain such device at Seller's sole cost. Any such device shall be agreed upon by Seller and Buyer and must, in accordance with Prudent Electrical Practices, be suitable to the purpose for which it is installed and meet the Transmission Provider's interconnection requirements.

3.21 Allocation of Availability Incentive Payments and Non-Availability Charges. If the Generating Facility is subject to the terms of the Availability Standards, Non-Availability Charges, or Availability Incentive Payments as defined and provided for by the CAISO Tariff, any Availability Incentive Payments will be for the benefit of Seller and for Seller's account and any Non-Availability Charges will be the responsibility of Seller and for Seller's account.

ARTICLE FOUR. BUYER'S OBLIGATION TO PAY

4.01 Obligation to Pay.

(a) For Seller's full compensation under this Agreement, during the Term, Buyer shall make a monthly payment (a "Monthly Contract Payment") calculated in accordance with Exhibit B or Exhibit B (1), as determined pursuant to Section 1.07 *provided, however*, Buyer is not obligated to issue a payment to Seller until the amount due to Seller pursuant to this Agreement exceeds $5,000.00 after set-offs and adjustments in accordance with this Agreement. Buyer shall adjust each Monthly Contract Payment in accordance with the terms of this Agreement, including making adjustment for the fees set forth in Section 1.08 and any CAISO Charges.

(b) Subject to Section 4.01(a), Buyer shall provide a payment statement within 30 days after the last Business Day of each calendar month, which statement shall include Buyer's payment to Seller and a calculation thereof.

(c) If Buyer determines that a calculation of Metered Energy is incorrect as a result of an inaccurate meter reading or the correction of data by the CAISO, Buyer shall recompute the Metered Energy quantity for the period of the inaccuracy based on an adjustment of such inaccurate meter reading. Buyer shall then recompute any payment or payment adjustment affected by such inaccuracy. Any amount due from Buyer to Seller or Seller to Buyer, as the case may be, shall be made as an adjustment to a subsequent monthly statement that is calculated after Buyer's recomputation using corrected measurements. If the recomputation results in a net amount owed to Buyer after offsetting any amounts owing to Seller as shown on a subsequent monthly statement, any such additional amount still owing to Buyer shall be shown as an adjustment on Seller's statement until such amount is fully collected by Buyer.

(d) Buyer may deduct amounts that would otherwise be due to Seller under this Agreement from any amounts owing and unpaid by Seller to Buyer arising out of or related to any other agreement, tariff, obligation or liability pertaining to the Generating Facility.

(e) Except as otherwise provided for in this Agreement, if, within 90 days of receipt of Buyer's payment statement, Seller does not give Notice to Buyer of an error, then Seller shall be deemed to have waived any error in Buyer's statement, computation and payment and the statement shall be conclusively deemed correct and complete. If Seller timely identifies an error in Seller's favor and Buyer agrees that the identified error occurred, Buyer shall reimburse Seller for the amount of the underpayment caused by the error and add the underpayment to a subsequent monthly statement that is calculated. If Seller identifies an error in Buyer's favor and Buyer agrees that the identified error occurred, Seller shall reimburse Buyer for the amount of overpayment caused by the error and

Buyer shall apply the overpayment to a subsequent statement that is calculated. If the recomputation results in a net amount still owing to Buyer after applying the overpayment, a subsequent statement shall show a net amount owing to Buyer.

(f) Notwithstanding anything to the contrary in this Agreement, if any payment statement shows amounts owed by Seller to Buyer, Buyer may, at its option, apply this net amount owing to Buyer in any subsequent monthly statements to Seller or invoice Seller for such amount, in which case Seller must pay the amount owing to Buyer within 20 days of receipt of such invoice.

(g) Notwithstanding anything to the contrary in this Agreement, for the entire period during which Seller fails to materially comply with any provision set forth in Exhibit C, Seller shall be responsible for all CAISO Charges; *provided, however*, that if Seller complies fully with Exhibit C, Buyer shall pay all CAISO Charges (except those CAISO Charges for which Seller is responsible under Exhibit E) for up to 1 MW of deviation of Seller's Forecast from the Metered Energy, and Seller shall be responsible only for CAISO Charges attributable to such deviations in excess of 1 MW.

ARTICLE FIVE. FORCE MAJEURE

5.01 No Default for Force Majeure. Neither Party will be in default in the performance of any of its obligations set forth in this Agreement, except for obligations to pay money, when and to the extent failure of performance is caused by Force Majeure.

5.02 Requirements Applicable to the Claiming Party. If a Party, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Agreement, such Party (the "Claiming Party") shall be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Agreement by reason of Force Majeure:

(a) The Claiming Party, within 14 days after the initial occurrence of the claimed Force Majeure, must give the other Party Notice describing the particulars of the occurrence; and

(b) The Claiming Party must provide timely evidence reasonably sufficient to establish that the occurrence constitutes Force Majeure as defined in this Agreement.

The suspension of the Claiming Party's performance due to Force Majeure may not be greater in scope or longer in duration than is required by such Force Majeure. In addition, the Claiming Party shall use diligent efforts to remedy its inability to perform. When the Claiming Party is able to resume performance of its obligations under this Agreement, the Claiming Party shall give the other Party prompt Notice to that effect.

5.03 Termination. The non-Claiming Party may terminate this Agreement on at least five (5) Business Days' prior Notice, in the event of Force Majeure which materially interferes with such Party's ability to perform its obligations under this Agreement and which extends for more than 365 consecutive days, or for more than a total of 365 days in any consecutive 540-day period.

ARTICLE SIX. EVENTS OF DEFAULT; REMEDIES

6.01 Events of Default. An "Event of Default" means the occurrence of any of the following:

(a) With respect to either Party (a "Defaulting Party"):

(i) Any representation or warranty made by such Party in this Agreement is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature, if such misrepresentation or breach of warranty is not remedied within 10 Business Days after Notice from the Non-Defaulting Party to the Defaulting Party;

(ii) Except for an obligation to make payment when due, the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default or to the extent excused by a Force Majeure) if such failure is not remedied within 30 days after Notice of such failure is provided by the Non-Defaulting Party to the Defaulting Party, which Notice sets forth in reasonable detail the nature of the Event of Default;

(iii) A Party fails to make when due any payment (other than amounts disputed in accordance with the terms of this Agreement) due and owing under this Agreement and such failure is not cured within five Business Days after Notice is provided by the Non-Defaulting Party to the Defaulting Party of such failure;

(iv) A Party becomes Bankrupt; or

(v) A Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another Person and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee Person fails to assume all the obligations of such Party under this Agreement either by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;

(b) With respect to Seller:

(i) The total quantity of Metered Energy in any Term Year is less than 10% of the Expected Term Year Energy Production;

(ii) Seller delivers, Schedules, or attempts to deliver or Schedule at the Delivery Point for sale under this Agreement, electric energy that was not generated by the Generating Facility;

(iii) The Term Start Date does not occur within 18 months of the Effective Date, if Seller is a New Eligible CHP Facility, or within 6 months of the Effective Date, if Seller is an Existing Eligible CHP Facility; *provided, however*, that this 18-month or 6-month period shall be extended on a day-for-day basis for any delay caused solely by Buyer's failure to perform its obligation(s) under this Agreement or excused solely as a result of Force Majeure as to which Seller is the Claiming Party (subject to Section 5.03), as to which, in either case, Seller has notified Buyer of the new expected Term Start Date;

(iv) Termination of, or cessation of service under, any agreement necessary for the interconnection of the Generating Facility to the Transmission Provider's electric system or for metering the Metered Energy, and such service is not reinstated, or alternative arrangements implemented, within 120 days after such termination or cessation;

(v) Seller materially fails to comply with any provision of Exhibit C and such failure is not cured within 30 days after Notice is provided by Buyer to Seller; or

(vi) Seller fails to maintain its status as an Eligible CHP Facility during the Term.

6.02 Site Host Changes. Notwithstanding Section 6.01 above, with respect to Seller, an Event of Default shall not include (a) cessation of operation by the Site Host, or (b) the inability of Site Host to use the waste heat from the Generating Facility in a manner that is consistent with the requirements of the Act. If the Site Host ceases operation or is unable to use the waste heat from the Generating Facility in a manner that is consistent with the Act for a period of 365 days or more, either Party may terminate this Agreement. If Seller terminates this Agreement pursuant to this Section 6.02, then Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity, or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one following the effective date of such termination.

6.03 Early Termination. There shall be no opportunity to cure a default other than as expressly provided in Section 6.01. If this Agreement is terminated pursuant to Section 2.02(b), then Buyer or the Non-Defaulting Party will have the right to (a) designate by no more than twenty (20) days' Notice to the Defaulting Party a date for the early termination of this Agreement (an "Early Termination Date"), (b) immediately suspend performance under this Agreement, and (c) pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), subject to the terms of this Agreement.

ARTICLE SEVEN. MISCELLANEOUS

7.01 Representations, Warranties and Covenants. On the Effective Date, each Party represents, warrants, and covenants to the other Party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) It has or will timely acquire all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Laws;

(d) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms;

(e) There is not pending, or to its knowledge, threatened against it or, in the case of Seller, any of its Affiliates, any legal proceeding that could materially adversely affect its ability to perform under this Agreement;

(f) It is acting for its own account, and its decision to enter into this Agreement is based on its own judgment, not in reliance upon the advice or recommendations of the other Party and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement; and

(g) It has not relied on any promises, representations, statements or information of any kind that are not contained in this Agreement in deciding to enter into this Agreement.

7.02 Additional Representations, Warranties, and Covenants by Seller. Seller represents, warrants and covenants to Buyer that:

(a) It does not, and will not (i) convey, transfer, allocate, designate, award, report or otherwise provide any or all of the Product, or any portion thereof, or any benefits derived therefrom, to any party other than Buyer, or (ii) start-up or Operate the Generating Facility per instruction of or for the benefit of any third party, except in order to satisfy the Site Host Load, or as required by other Applicable Laws.

(b) Throughout the Term: (i) it or its subcontractors will own or lease and Operate the Generating Facility; (ii) it will deliver the Product to Buyer free and clear of all liens, security interests, Claims and encumbrances or any interest therein or thereto by any Person; (iii) it will hold the rights to all of the Product; (iv) the Generating Facility will maintain its qualification as an Eligible CHP Facility; and (v) the Generating Facility will meet all applicable greenhouse gas emissions standards, as such standards may change from time to time.

(c) As of the Effective Date, there is not pending, or to its knowledge, threatened against it or any of its Affiliates, any legal proceeding that could materially adversely affect its ability to perform under this Agreement

7.03 Indemnity.

(a) Each Party as indemnitor shall defend, save harmless and indemnify the other Party and the directors, officers, employees, and agents of such other Party against and from any and all loss, liability, damage, Claim, cost, charge, demand, or expense (including any direct, indirect, or consequential loss, liability, damage, Claim, cost, charge, demand, or expense, including reasonable attorneys' fees) for injury or death to Persons, including employees of either Party, and physical damage to property including property of either Party arising out of or in connection with the negligence or willful misconduct of the indemnitor relating to its obligations under this Agreement. This indemnity applies notwithstanding the active or passive negligence of the indemnitee. However, neither Party is indemnified under this Agreement for its loss, liability, damage, Claim, cost, charge, demand or expense to the extent resulting from its own negligence or willful misconduct.

(b) Each Party releases and shall defend, save harmless and indemnify the other Party from any and all loss, liability, damage, Claim, cost, charge, demand or expense arising out of or in connection with any breach made by the indemnifying Party of its representations, warranties and covenants in Section 7.01 and Section 7.02. Notwithstanding anything to the contrary in this Agreement, if Seller fails to comply with the provisions of Section 7.10, Seller shall, at its own cost, defend, save harmless and indemnify Buyer, its directors, officers, employees, and agents, assigns, and successors in interest, from and against any and all loss, liability, damage, Claim, cost, charge, demand, or expense of any kind or nature (including any direct, indirect, or consequential loss, damage, Claim, cost, charge, demand, or expense, including reasonable attorneys' fees and other costs of litigation), resulting from injury or death to any Person or damage to any property, including the personnel or property of Buyer, to the extent that Buyer would have been protected had Seller complied with all of the provisions of Section 7.10. The inclusion of this Section 7.03(b) is not intended to create any express or implied right in Seller to elect not to provide the insurance required under Section 7.10.

(c) Each Party shall defend, save harmless and indemnify the other Party against any taxes imposed by any Governmental Authority on or with respect to the Generating Facility, Monthly Contract Payments made by Buyer to Seller, or the Power Product before the Delivery Point, including ad valorem taxes and other taxes attributable to the Generating Facility, the Site or land rights or interests in the Site or the Generating Facility for which such indemnifying Party is responsible.

(d) All indemnity rights survive the termination of this Agreement for 12 months.

7.04 Assignment. Seller may not assign this Agreement or its rights under this Agreement without the prior written consent of Buyer, which consent may not be unreasonably withheld; *provided, however*, that Seller may, without the consent of Buyer (and without relieving Seller from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its Lender(s) in connection with any financing if (a) such Lender(s) assumes the payment and performance obligations provided under this Agreement with respect to Seller, (b) such Lender(s) agree in writing to be bound by the terms and conditions of this Agreement, and (c) Seller delivers such tax and enforceability assurance as Buyer may reasonably request.

7.05 Governing Law and Jury Trial Waiver. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER ARE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

7.06 Arbitration. Except for matters relating to specific performance, injunctive relief or other equitable remedies, the Parties agree to submit to arbitration any and all matters in dispute or controversy among them concerning the terms of this Agreement. Unless the Parties agree to alternative arrangements, the selection of arbitrators and the procedure shall be in accordance with the commercial arbitration rules then in effect of the Judicial Arbitration and Mediation Services, Inc. Any award rendered shall be final and conclusive upon the Parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the Parties; *provided, however*, that each Party shall pay for and bear the costs of its own experts, evidence and counsel's fees. Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, the place of the arbitration will be in San Francisco, California.

7.07 Notices. All Notices shall be made in accordance with this Section 7.07 and Exhibit F. Notices (other than Forecasts and Scheduling requests) shall, unless otherwise specified in this Agreement, be in writing and may be delivered by hand delivery, first class United States mail, overnight courier service, electronic transmission or facsimile. Notices provided in accordance with this Section 7.07 are deemed given as follows: (a) Notice by facsimile, electronic transmission or hand delivery is deemed given at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise are deemed given at the close of business on the next Business Day; (b) Notice by overnight first class United States mail or overnight courier service is deemed given on the next Business Day after such Notice is sent out; and (c) Notice by first class United States mail is deemed given two Business Days after the postmarked date. Notices are effective on the date deemed given, unless a different date for the Notice to go into effect is stated in another section of this Agreement.

7.08 General.

(a) Except as may otherwise be provided in this Agreement, there is no warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are disclaimed. Liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived unless expressly herein provided. Unless expressly provided for in this Agreement, neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages. This Agreement will not be construed against any Party as a result of the

preparation, substitution, or other event of negotiation, drafting or execution thereof. Except to the extent provided for in this Agreement, no amendment or modification to this Agreement is enforceable unless reduced to a writing signed by all Parties.

(b) Each Party reserves all rights, claims and defenses with respect to this Agreement, the AB1613 Decisions, and any application for rehearing, petition for modification, petition for declaratory order, or appeal filed with respect to such decisions.

(c) This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitutes the entire agreement between the Parties relating to its subject matter.

(d) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(e) Waiver by a Party of any default by the other Party will not be construed as a waiver of any other default.

(f) The term "including" when used in this Agreement is by way of example only and will not be considered in any way to be in limitation.

(g) The word "or" when used in this Agreement includes the meaning "and/or" unless the context unambiguously dictates otherwise.

(h) Where days are not specifically designated as Business Days, they are calendar days. Where years are not specifically designated as Term Years, they are calendar years.

(i) This Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties.

(j) Whenever this Agreement refers to any law, tariff, government department or agency, regional reliability council, Transmission Provider, or credit rating agency, the Parties agree that the reference also refers to any successor to such law, tariff or organization.

(k) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, an Adobe Acrobat file or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

(l) The headings used in this Agreement are for convenience and reference purposes only and will not affect its construction or interpretation. All references to "Sections" and "Exhibits" refer to the corresponding Sections and Exhibits of this Agreement. Unless otherwise specified, all references to "Sections" in Exhibits A through G refer to the corresponding Articles and Sections in the main body of this Agreement. Words having well-known technical or industry meanings have such meanings unless otherwise specifically defined in this Agreement.

(m) 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.

7.09 Confidentiality. Neither Party may disclose any Confidential Information to a third party, other than: (a) to such Party's employees, Lenders, investors, attorneys, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential; (b) to potential Lenders with the consent of Buyer, which consent will not be unreasonably withheld; (c) to Buyer's Procurement Review Group, as defined in D.02-08-071, subject to any applicable limitations and subject to a protective order applicable to Buyer's Procurement Review Group; (d) with respect to Confidential Information, the CPUC, the CEC or the FERC, under seal for any regulatory purpose, including policymaking, but only provided that the confidentiality protections from the CPUC under Section 583 of the California Public Utilities Code or other statute, order or rule offering comparable confidentiality protection are in place before the communication of such Confidential Information; (e) in order to comply with any Applicable Law or any exchange, Control Area or CAISO rule, or order issued by a court or entity with competent jurisdiction over the disclosing party; and (f) in order to comply with any Applicable Law, including applicable regulation, rule, subpoena, or order of the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal, or any discovery or data request of the CPUC. In connection with requirements, requests or orders to produce documents or information in the circumstances provided in Section 7.09(f), each Party shall use reasonable efforts to (i) notify the other Party before disclosing the Confidential Information, and (ii) prevent or limit such disclosure.

7.10 Insurance.

(a) General Liability Coverage. Seller shall, at its own expense and at all times from the Effective Date until the Term End Date, maintain in effect the following insurance policies and minimum limits of coverage (and such additional coverage as may be required by Applicable Law), in each case with insurance companies authorized to do business in California having an A.M. Best's Insurance Rating of A minus: VII or better, and in each case specifying Buyer as an insured on the policy. The insurance required in this Section 7.10 may be provided by any combination of Seller's primary and excess liability policies.

(i) Workers' compensation insurance, with statutory limits as required by California;

(ii) Employer's liability insurance, with at least the following limits: (1) bodily injury by accident - $1,000,000 each accident; (2) bodily injury by disease - $1,000,000 policy limit; and (3) bodily injury by disease - $1,000,000 each employee;

(iii) Commercial general liability insurance, written on an "occurrence" (not a claims-made) basis, covering all operations by or on behalf of Seller arising out of or connected with this Agreement. This commercial general liability insurance must (1) bear a combined single limit per occurrence and annual aggregate of not less than $1,000,000, exclusive of defense costs, for all coverages, (2) contain standard cross-liability or severability of interest provisions, and (3) contain no explosion, collapse, or underground exclusion;

(iv) Commercial automobile liability insurance, covering bodily injury and property damage with a combined single limit of not less than $1,000,000 per occurrence. This commercial automobile liability insurance must cover liability arising out of the use of all owned, non-owned and hired automobiles; and

(v) Excess liability insurance written on an "occurrence" (not "claims made") basis and providing coverage excess of the underlying employer's liability, commercial general

liability, and commercial automobile liability insurance, on terms at least as broad as the underlying coverage with limits of not less than $4,000,000 per occurrence and in the annual aggregate.

(b) The insurance required in this Section 7.10 applies as primary insurance to, without a right of contribution from, any other insurance maintained by or afforded to Buyer, its subsidiaries and parent company, and their respective officers, directors, shareholders, agents, and employees, despite of any provision in Seller's insurance to the contrary. Carriers furnishing the required insurance must waive all rights of recovery from or subrogation against Buyer, its subsidiaries and parent company, and their respective officers, directors, shareholders, agents, employees and insurers. The insurance required in Section 7.10(a) must name Buyer, its subsidiaries and parent company, and their respective officers, directors, shareholders, agents and employees additional insureds with respect to all third party liabilities arising out of Seller's construction, use or ownership of the Generating Facility.

(c) Within 30 days of the Effective Date, and within a reasonable time after coverage is renewed or replaced, Seller shall furnish to the Buyer certificates of insurance in forms reasonably acceptable to Buyer, establishing that Seller's policies provide the coverage and limits of insurance required under this Section 7.10 and that these policies will be in full force and effect as of the Effective Date, continuing until the end of the Term. Seller's insurance obtained in accordance with this Section 7.10 may only be terminated, expire or materially altered upon 30 days' prior Notice to Buyer.

(d) If any of the required insurance coverages contain aggregate limits applying to other operations of Seller outside of this Agreement, and such limits are diminished by any incident, occurrence, Claim, settlement or judgment against such insurance, Seller shall take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. Governmental entities that have an established record of self-insurance may provide the required coverage through self insurance.

(e) If Seller fails to comply with any of the provisions of this Section 7.10, Seller shall, among other things and without restricting Buyer's remedies under the law or otherwise, at its own cost, defend, indemnify and hold harmless Buyer, its subsidiaries and parent company, and their respective officers, directors, shareholders, agents, and employees, from and against any and all liability, damages, losses, Claims, demands, actions, causes of action, costs, including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damage to any property to the extent that Buyer would have been protected had Seller complied with all of the provisions of this Section.

7.11 Simple Interest Payments. Except as specifically provided in this Agreement, any outstanding and past due amounts owing and unpaid by either Party under the terms of this Agreement shall be eligible to receive a Simple Interest Payment calculated using the Interest Rate for the number of days between the date due and the date paid.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

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

Seller's Name	Buyer's Name **A California Corporation**
Seller's business registration	Buyer's business registration
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

EXHIBIT A
Definitions

For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Exhibit A:

"AB 1613 Decisions" means the decisions issued in R.08-06-024.

"Act" has the meaning set forth in the Recitals.

"Affiliate" means, with respect to a Party, any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such Party. For purposes of this definition, "control" means the direct or indirect ownership of 50% or more of the outstanding capital stock or other equity interests having ordinary voting power.

"Agreement" has the meaning set forth in the Preamble.

"Applicable Law" means all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to any Party, the Generating Facility or the terms of this Agreement.

"As-Available Contract Capacity" means the electric energy generating capacity that Seller provides on an as-available basis for the Power Product, as set forth in Section 1.03, as may be adjusted from time to time.

"Availability Standards" means the standard set forth in the CAISO Tariff setting forth criteria for determining if a Resource Adequacy Resource is subject to Non-Availability Charges or Availability Incentive Payments (each as defined in the CAISO Tariff), under the CAISO Tariff.

"Average Higher Heating Value MPR Heat Rate" means the heat rate equal to 6,924 Btu/kWh, or 6.924 mmbtu/MWh, per CPUC Resolution E-4298, which heat rate will be modified in this Agreement if there is any modification thereto by the CPUC or other authorized Governmental Authority.

"Bankrupt" means with respect to any Person, such Person:

(a) Files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it (which petition is not dismissed within 90 days);

(b) Makes an assignment or any general arrangement for the benefit of creditors;

(c) Otherwise becomes bankrupt or insolvent (however evidenced);

(d) Has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or

(e) Is generally unable to pay its debts as they fall due.

"Business Day" means any day except a Saturday, Sunday, the Friday after the United States Thanksgiving holiday, or a Federal Reserve Bank holiday that begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice or payment or performing a specified action.

"Buyer" has the meaning set forth in the Preamble.

"Buyer Tariffs" means the entire body of effective rates, fees, rentals, charges, and rules collectively of PG&E, including title page, preliminary statement, service area maps, rate schedules, list of contracts and deviations, rules, and sample forms.

"CAISO" means the California Independent System Operator Corporation.

"CAISO-Approved Meter" means any revenue quality, electric energy measurement meter system(s), including all associated metering transformers and related appurtenances, as required by the CAISO (or, to the extent that the CAISO's metering requirement does not apply, Prudent Electrical Practices) and furnished by Seller, and which (a) is designed, manufactured and installed in accordance with the CAISO's metering requirements, or, to the extent that the CAISO's metering requirements do not apply, Prudent Electrical Practices, and (b) is a time-of-use meter capable of measuring the net electric energy output from the Generating Facility.

"CAISO-Approved Quantity" means the total quantity of electric energy the Buyer Schedules with the CAISO and the CAISO approves in its final schedule which is published in accordance with the CAISO Tariff.

"CAISO Controlled Grid" has the meaning set forth in the CAISO Tariff.

"CAISO Declared Over-Generation Condition" means a CAISO-declared condition on the CAISO Controlled Grid where the sum of the desired generation output of all of Scheduling Coordinators in the Control Area, absent mitigation, would be greater than the system load.

"CAISO Charges" means the debits, costs, fees, penalties, sanctions, interest or similar charges, including imbalance energy charges, that are directly assigned by the CAISO to the CAISO Global Resource ID for the Generating Facility for, or attributable to, Scheduling, Availability Standards or deliveries from the Generating Facility under this Agreement.

"CAISO Global Resource ID" means the number or name assigned by the CAISO to the CAISO-Approved Meter.

"CAISO Revenues" means the credits, fees, payments, revenues, interest or similar benefits, including imbalance energy payments, that are directly assigned by the CAISO to the CAISO Global Resource ID for the Generating Facility for, or attributable to, Scheduling or deliveries from the Generating Facility under this Agreement.

"CAISO Tariff" means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time to time and approved by the FERC.

"Capacity Attributes" means any and all current or future defined characteristics, certificates, tag, credits, ancillary service attributes, or accounting constructs, howsoever entitled, other than Resource Adequacy Benefits, attributed to or associated with the electricity generating capability of the Generating Facility.

"CARB" means the California Air Resources Board

"CEC" means the California Energy Commission.

"Check Meter" means the Buyer revenue-quality meter section or meter(s), which Buyer may furnish at its discretion, as set forth in Section 3.10(b), and will include those devices normally supplied by Buyer or Seller under the applicable utility electric service requirements.

"Claiming Party" has the meaning set forth in Section 5.02.

"Claims" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed before or after the termination of this Agreement.

"Confidential Information" means all oral or written communications exchanged between the Parties on or after the Effective Date relating to the implementation of this Agreement, including information related to Seller's compliance with operating and efficiency standards applicable to an Eligible CHP Facility. Confidential Information does not include (i) information which is in the public domain as of the Effective Date or which comes into the public domain after the Effective Date from a source other than from the other Party, (ii) information which either Party can demonstrate in writing was already known to such Party on a non-confidential basis before the Effective Date, (iii) information which comes to a Party from a bona fide third-party source not under an obligation of confidentiality, or (iv) information which is independently developed by a Party without use of or reference to Confidential Information or information containing Confidential Information.

"Control" means the direct or indirect ownership of 20% or more of the outstanding capital stock or other equity interests having ordinary voting power

"CPUC" means the California Public Utilities Commission.

"Decision" means CPUC Decision ("D") 07-09-040.

"Defaulting Party" has the meaning set forth in Section 6.01(a).

"Delivery Point" has the meaning set forth in Section 1.06.

"Direct GHG Compliance Costs" mean any taxes, charges or fees imposed by an authorized Governmental Authority with jurisdiction over the Seller or the Generating Facility, and levied directly on the Generating Facility for GHG emissions attributable to its Operations.

"Early Termination Date" has the meaning set forth in Section 6.03(a).

"Effective Date" has the meaning set forth in the Preamble.

"Eligible CHP Facility" means a facility, as defined by Public Utilities Code Section 2840.2, subdivisions (a) and (b) that, (1) meets the guidelines established by the California Energy Commission pursuant to Public Utilities Code §2843 and, (2) meets the requirements of 18 Code of Federal Regulations §292.201, et seq., unless Seller is a public agency exempt from FERC jurisdiction under 16 United States Code ("USC") §824(f).

"Emergency" means an actual or imminent condition or situation which (a) is defined and declared by the CAISO or Transmission Provider, (b) jeopardizes the integrity or reliability of the CAISO Controlled Grid or Transmission Provider's electric system, (c) requires automatic or immediate manual action to prevent or limit loss of load or generation supply, or (d) poses a threat to public safety.

"Event of Default" has the meaning set forth in Section 6.01.

"Existing Eligible CHP Facility" means an Eligible CHP Facility that, during the entire Term, (1) satisfies the provisions of the Act as implemented by the CEC pursuant to Public Utilities Code Section 2843 in the CEC's

"Final Statement of Reasons" issued in June 2010, and (2) is a Qualifying Facility under PURPA, unless Seller is a public agency exempt from FERC jurisdiction under 16 United States Code ("USC") §824(f).

"Expected Term Year Energy Production" means the Metered Energy quantity expected to be produced by the Generating Facility during each Term Year, as set forth in Section 1.05.

"FERC" means the Federal Energy Regulatory Commission.

"Forced Outage" has the meaning set forth in the CAISO Tariff.

"Force Majeure" means any event or circumstance (that is not anticipated as of the Effective Date) to the extent beyond the control of, and not the result of the negligence of, or caused by, the Party seeking to have its performance obligation excused thereby, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome. Force Majeure does not include: (a) a failure of performance of any other Person, including any Person providing electric transmission service or fuel transportation to the Generating Facility, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure; (b) failure to timely apply for or obtain Permits or other credits required to Operate the Generating Facility (provided, however, that failure or delay in the granting of permits, to the extent such failure or delay is not caused by action or inaction of Seller, qualifies as a Force Majeure for purposes of this Agreement); (c) breakage or malfunction of equipment (except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure); or (d) a lack of fuel of an inherently intermittent nature such as wind, water, solar radiation or waste gas or waste derived fuel.

"Forecast" means the hourly forecast of the total electric energy production of the Generating Facility (in MWh) when the Generating Facility is not PIRP-eligible, net of the Site Host Load and Station Use, or (b) the available total generation capacity of the Generating Facility (in MW) when the Generating Facility is PIRP-eligible, net of the Site Host Load and Station Use.

"Free Allowance" means any GHG Emissions Allowance freely allocated to Seller or the Generating Facility by CARB or an authorized Governmental Authority (or any entity authorized by such Governmental Authority).

"Generating Facility" means the Generating Unit(s) comprising Seller's power plant (as more particularly described in Section 1.02 and Exhibit G), including all other materials, equipment, systems, structures, features and improvements necessary to produce electric energy and thermal energy, excluding the Site, land rights and interests in land.

"Generating Unit" means one or more generating equipment combinations typically consisting of prime mover(s), electric generator(s), electric transformer(s), steam generator(s) and air emission control devices.

"Generation Operations Center" means the location of Buyer's real-time operations personnel.

"GHG" is an abbreviation for "greenhouse gas" which means emissions released into the atmosphere of carbon dioxide (CO2), nitrous oxide (N2O) and methane (CH4), which are produced as the result of combustion or transport of fossil fuels. Other greenhouse gases may include hydrofluorocarbons (HFCs), perfluorocarbons (PFCs) and sulfur hexafluoride (SF6), which are generated in a variety of industrial processes. Greenhouse gases may be defined or expressed in terms of a metric ton of CO2-equivalent, in order to allow comparison between the different effects of gases on the environment; provided, however, that the definition of the term "Greenhouse Gas", as set forth in the immediately preceding sentence, shall be deemed revised to include any update or other change to such term by the CARB or any other Governmental Authority

"GHG Emissions Allowance" means a limited tradable authorization (whether in the form of a credit, allowance, or other similar right), allocated to, issued to or purchased by, Seller, the Site Host or a Related Entity of Seller, which respect to the Generating Facility, to emit one MT of GHG, in accordance with a cap-and-trade program in California for the regulation of GHG, as established by CARB (and/or by a different Governmental Authority pursuant to federal or state legislation), and as applied to the GHG emitted by the Generating Facility.

"GHG Emissions Cap" means the product of (a) the rate for tonnes of CO2 per MMBtu of natural gas, 0.0531 tonnes/mmbtu, times (b) the Average Higher Heating Value MPR Heat Rate in mmbtu/MWh.

"Governmental Authority" means (a) any federal, state, local, municipal or other government, (b) any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or (c) any court or governmental tribunal.

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

(1) Any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants;

(2) Any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;

(3) The reporting rights to these avoided emissions, such as Green Tag Reporting Rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy.

Green Attributes do not include:

(i) Any energy, capacity, reliability or other power attributes from the Project,

(ii) Production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation,

(iii) Fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or

(iv) Emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"High-Value Area" means a "Local Resource Adequacy" area based on the most recent CAISO Local Capacity Requirement Study adopted by the CPUC, as defined in Exhibit B, Section 6.

"Holidays" means "NERC Holidays" as defined in Exhibit B, Section 5. "Time of Delivery Periods and Allocation Factors."

"Host Site" means the site at which the Site Host Load is consumed, including real property, facilities and equipment owned or operated by the Site Host or its Affiliates located at such site.

"Hour-Ahead Scheduling Deadline" means 30 minutes before the deadline established by the CAISO for the submission of schedules for the applicable hour.

"IFM" (i.e., the Integrated Forward Market) has the meaning set forth in the CAISO Tariff.

"Interest Rate" means an annual rate equal to the rate published in The Wall Street Journal as the "Prime Rate" (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due plus two percentage points; *provided, however*, that in no event shall the Interest Rate exceed the maximum interest rate permitted by Applicable Laws.

"Lender" means any financial institutions or successors in interest or assignees that provides development, bridge, construction, permanent debt or tax equity financing or refinancing for the Generating Facility to Seller.

"Location Bonus" is described in Section 6 of Exhibit B.

"Metered Amounts" means the quantity of electric energy, expressed in kWh, as recorded by (i) the CAISO-Approved Meter(s), which quantity may include compensation factors introduced by the CAISO into the CAISO-Approved Meter(s), or (ii) Check Meter(s), as applicable.

"Metered Energy" means the total electric energy expressed in kWh, in excess of Station Use and Site Host Load and measured by the CAISO-Approved Meter(s) or Check Meter(s), (after adjusting for any compensation factors introduced by the CAISO into the CAISO Approved Meter), as applicable, at the Generating Facility for the specified Metering Interval.

"Metering Interval" means the smallest measurement time period over which data are recorded by the CAISO-Approved Meters or Check Meters, as applicable.

"Monthly Contract Payment" has the meaning set forth in Section 4.01(a).

"NERC" means the North American Electric Reliability Corporation.

"New Eligible CHP Facility" means an Eligible CHP Facility that commences Operation after the Effective Date.

"Non-Defaulting Party" has the meaning set forth in Section 6.03.

"Non-Peak Hours" means the hours specified in the definitions of "Shoulder" and "Night" TOD Periods in Exhibit B, "5. Time of Delivery Periods and Allocations Factors" or Exhibit B(1), "4. Time of Delivery Periods" as determined pursuant to Section 1.07.

"Notice" means notices, requests, statements or payments provided in accordance with Section 7.07 and Exhibit F.

"OMAR" means the Operational Metering Analysis and Reporting System operated and maintained by the CAISO as the repository of settlement-quality meter data or its successor.

"Operate", "Operating" and "Operation" mean to provide all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in order to produce the Power Product in accordance with Prudent Electrical Practices.

"Outage Schedule" has the meaning set forth in Section 2(a) of Exhibit D.

"Outage Schedule Submittal Requirements" describes the obligations of Seller to submit maintenance and planned outage schedules (as defined in the CAISO Tariff under WECC rules) to Buyer in accordance with Exhibit D.

"Parallel Operation" means the Generating Facility's electrical apparatus is connected to the Transmission Provider's system and the circuit breaker at the point of common coupling is closed. The Generating Facility may be producing electric energy or consuming electric energy at such time.

"Party" or "Parties" has the meaning set forth in the Preamble.

"Peak Months" means June, July, August and September.

"Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the CAISO, in order to develop, construct, Operate, maintain, improve, refurbish or retire the Generating Facility or to Forecast or deliver the electric energy produced by the Generating Facility to Buyer.

"Person" or "Persons" means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Authority.

"Physical Trade" has the meaning set forth in the CAISO Tariff.

"PIRP" (i.e., Participating Intermittent Resource Program) means the CAISO's intermittent resource program initially established pursuant to Amendment No. 42 of the CAISO Tariff in Docket No. ER02-922-000, or any successor program that Buyer determines accomplishes a similar purpose.

"Power Product" means (a) the As-Available Contract Capacity and (b) all electric energy produced by the Generating Facility, net of all Station Use and any and all of the Site Host Load.

"Power Rating" means the electrical power output value indicated on the generating equipment nameplate.

"Product" means the Power Product, Green Attributes, Capacity Attributes and Resource Adequacy Benefits.

"Project" means the Generating Facility.

"Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time a decision was made, could

reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety. Prudent Electrical Practices includes, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with the manufacturer's warranties, restrictions in this Agreement, and the requirement of Governmental Authorities, WECC standards, the CAISO and Applicable Laws. Prudent Electrical Practices shall include taking reasonable steps to ensure that: (a) equipment, materials, resources and supplies, including spare parts inventories, are available to meet the Generating Facility's needs; (b) sufficient operating personnel are available at all times and are adequately experienced, trained and licensed as necessary to Operate the Generating Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Generating Facility and Emergencies whether caused by events on or off the Site; (c) preventative, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Generating Facility, and are performed by knowledgeable, trained and experienced personnel utilizing proper equipment and tools; (d) appropriate monitoring and testing are performed to ensure equipment is functioning as designed; (e) equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public or the Transmission Provider's electric system, or contrary to environmental laws, permits or regulations or without regard to defined limitations, such as flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and (f) equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generation operations in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.

"PPT" means Pacific Daylight time when California observes Daylight Savings Time and Pacific Standard Time otherwise.

"PURPA" means the Public Utility Regulatory Policies Act of 1978, Public Law, 95-617, codified at 16 United States Code ("USC") §824a-3, as amended from time to time.

"Qualifying Facility" means an electric energy generating facility that complies with the qualifying facility definition established by PURPA and any FERC decisions, orders, and rules implementing PURPA, as amended from time to time, including 18 Code of Federal Regulations ("CFR") Part 292.201, et seq., unless the Qualifying Facility is a public agency exempt from FERC jurisdiction under 16 USC §824(f).

"Real-Time Forced Outage" means a Forced Outage which occurs only after 5:00 p.m. PPT on the day before the Trading Day.

"Renewable Energy Credit" has the meaning set forth in Public Utilities Code Section 399.12(e)(2), as may be amended from time to time or as further defined or supplemented by Applicable Law.

"Resource Adequacy" means the procurement obligation of load serving entities, including Buyer, as such obligations are described in Resource Adequacy Rulings, as those obligations may be altered from time to time in the CPUC Resource Adequacy Rulemakings (R.) 04-04-003 and (R.) 05-12-013 or by any successor proceeding, and all other Resource Adequacy obligations established by any other entity, including the CAISO.

"Resource Adequacy Benefits" means the rights and privileges attached to the generating capacity of the Generating Facility that, in accordance with Public Utilities Code Section 2841(f), count toward satisfying Buyer's Resource Adequacy obligations.

"Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-024, 06-07-031 and any subsequent CPUC ruling or decision, or any other Resource Adequacy laws, rules or regulations enacted,

adopted or promulgated by any applicable Governmental Authority, as such CPUC decisions, rulings, laws, rules or regulations may be Amended or modified from time to time during the Term.

"Schedule" means the action of the Scheduling Coordinator, or its designated representatives, of preparing a schedule based on Seller's forecast and notifying, requesting, and confirming the CAISO-Approved Quantity with the CAISO, the electric energy delivered from the Generating Facility.

"Scheduled Amount" means the Day-Ahead Schedule comprised of the quantity (in MWh) of electric energy expected to be produced by the Generating Facility that is scheduled from Seller or Seller's Scheduling Coordinator to Buyer in a Physical Trade in the IFM.

"Scheduling Coordinator" means an entity certified by the CAISO for the purposes of undertaking the functions specified by CAISO Tariff Section 2.2.6, as amended by FERC from time-to-time.

"SC Set-Up Fee" has the meaning set forth in Section 1.08.

"Seller" has the meaning set forth in the Preamble.

"Settlement Agreement" means that particular agreement dated October 8, 2010 which resolved certain issues pending in Rulemakings 99-11-022, 04-04-003 and 04-04-025 and was approved by CPUC decision D.10-12-035.

"Settlement Effective Date" means November 23, 2011, the date on which the Settlement Agreement became effective.

"Simple Interest Payment" means a dollar amount calculated by multiplying the: (a) dollar amount on which the Simple Interest Payment is based; by (b) the Interest Rate; by (c) the result of dividing the number of days in the calculation period by 360.

"Site" means the real property on which the Generating Facility is located, as further described in Section 1.02 and Exhibit G.

"Site Control" means that Seller (a) owns the Site, (b) is the lessee of the Site under a lease, the term of which begins on or before the Term Start Date and extends at least through the Term End Date, (c) is the holder of a right-of-way grant or similar instrument with respect to the Site, or (d) is managing partner or other Person authorized to act in all matters relating to the control and Operation of the Site and Generating Facility.

"Site Host" means any Person purchasing or otherwise using the Site Host Load or thermal energy output from the Generating Facility.

"Site Host Load" means the electric energy and capacity produced by or associated with the Generating Facility that serves electrical loads (that are not Station Use) of Seller or one or more third parties pursuant to California Public Utilities Code Section 218(b).

"SRAC" means the full short run avoided operating costs that are the basis of Buyer's published electric energy prices, as well as the methodology describing, among other things, payment for GHG compliance costs and GHG charges, and certain reporting requirements with respect thereto, as approved by the CPUC in the Settlement Agreement, and as may be revised by the CPUC from time to time. Section 10 of the Settlement Agreement sets forth SRAC as in effect on the Settlement Effective Date.

"Station Use" means the electric energy produced by the Generating Facility that is used within the Generating Facility to power the lights, motors, control systems and other electrical loads that are necessary for Operation, including transformation losses to power such equipment and other necessary loads.

"Telemetry System" means a system of electronic components that interconnects the CAISO and the Generating Facility, all in accordance with the CAISO Tariff.

"Term" has the meaning set forth in Section 1.01.

"Term End Date" has the meaning set forth in Section 1.01.

"Term Start Date" has the meaning set forth in Section 1.01.

"Term Year" means a 12-month period beginning on the first day of the Term and each successive 12-month period thereafter.

"TOD Period" means the time of delivery period used to calculate the Monthly Contract Payment set forth in Exhibit B or Exhibit B(1), as determined by Section 1.07.

"Trading Day" means the day in which Day-Ahead (as defined in the CAISO Tariff) trading occurs in accordance with the WECC Preschedule Calendar (as found on the WECC's website).

"Transmission Provider" means any Person responsible for the interconnection of the Generating Facility with the interconnecting utility's electrical system or the CAISO Controlled Grid or transmitting the Metered Energy on behalf of Buyer from the Delivery Point to the CAISO-Controlled Grid.

"Web Client" has the meaning set forth in Section 2(a) of Exhibit D.

"WECC" means the Western Electricity Coordinating Council.

**** End of Exhibit A ****

EXHIBIT B

This Exhibit B establishes the avoided cost price adopted and implemented by the CPUC in CPUC Decision 09-12-042 (as modified by CPUC Decisions 10-04-055, 10-12-055, and 11-04-033).

1. Monthly Contract Payment

Each Monthly Contract Payment is calculated on a calendar month basis in dollars as follows:

TOD Period payment 1st TOD Period +
TOD Period payment 2nd TOD Period +
TOD Period payment 3rd TOD Period +
Location Bonus

All TOD Period Payments shall be calculated as set forth in Section 2 of this Exhibit B.

The "1st TOD Period," "2nd TOD Period," and "3rd TOD Period" subscripts refer to the three TOD Periods that apply for the applicable calculation month, as set forth in Section 5 of this Exhibit B.

The Location Bonus, if applicable, shall be calculated as set forth in Section 6 of this Exhibit B.

2. TOD Period Payment Calculation

Each monthly TOD Period Payment is calculated in dollars, using the terms defined below, as follows:

(Fixed price component + Variable price component) * (TOD Factor) *
metered kWh exported during the TOD Period during the month

The Metered Energy per hour used for payments shall be limited to 5,000 kW times 1 hour. Additionally, once the Metered Energy delivered during any Term Year equals the As-Available Contract Capacity at 100% capacity factor applied over 8,760 hours, no further payments will be calculated or paid for the remaining TOD Periods within any remaining months of the current Term Year.

3. Fixed Price Component

The Fixed Price Component for all TOD Periods shall be the amount in the following table for the year of the Term Start Date. The fixed price component does not escalate during the term of the Agreement.

Year	$/kwh
2012	0.02000
2013	0.02033
2014	0.02068
2015	0.02104
2016	0.02140
2017	0.02142
2018	0.02145

Year	$/kwh
2019	0.02147
2020	0.02149
2021	0.02151
2022	0.02153
2023	0.02155

4. Variable Price Component Calculation

(a) Monthly bidweek gas price shall be calculated as the average of monthly bidweek gas price indices at PG&E Citygate as reported in Gas Daily, Natural Gas Intelligence, and Natural Gas Weekly

(b) Intrastate gas transportation rate shall be the tariffed intrastate gas transportation rate for large electric generators as published in the PG&E Gas Tariffs G-EG and G-SUR.

(c) Heat Rate, pursuant to D. 09-12-042, shall be equal to:

6,924 Btu/kWh

(d) Variable O&M shall be the amount in the following table for the year in which the payment is being calculated. For years after 2023, Variable O&M shall be the 2023 payment multiplied by 1.02, compounded for each year beyond 2023.

Variable O&M	
Year	**$/kwh**
2012	0.00311
2013	0.00316
2014	0.00322
2015	0.00329
2016	0.00335
2017	0.00342
2018	0.00349
2019	0.00356
2020	0.00364
2021	0.00371
2022	0.00377
2023	0.00384

5. Time of Delivery Periods and Allocation Factors.

TOD Periods. The time of delivery periods ("TOD Periods") specified below shall be referenced by the following designations:

	TOD PERIOD		
Monthly Period	**1. Super-Peak**	**2. Shoulder**	**3. Night**
A. June – September	A1	A2	A3
B. Oct. – Dec., Jan. & Feb.	B1	B2	B3
C. Mar. – May	C1	C2	C3

Monthly Period Definitions. The Monthly Periods are defined as follows:

A. June – September;

B. October, November, December, January and February; and

C. March - May.

TOD Period Definitions. The TOD Periods are defined as follows:

1. **Super-Peak** (5x8) = hours ending 13 – 20 (Pacific Prevailing Time (PPT)) Monday – Friday (*except* NERC Holidays) in the applicable Monthly Period.

2. **Shoulder** = hours ending 7 – 12, 21 and 22 PPT Monday – Friday (*except* NERC Holidays); and hours ending 7 – 22 PPT Saturday, Sunday and all NERC Holidays in the applicable Monthly Period.

3. **Night** (7x8) = hours ending 1 - 6, 23 and 24 PPT all days (including NERC Holidays) in the applicable Monthly Period.

"NERC Holidays" mean the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day, occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the fourth (4th) Thursday in November. New Year's Day, Independence Day, and Christmas Day occur on the same date each year, but in the event any of these holidays occur on a Sunday, the "NERC Holiday" is celebrated on the Monday immediately following that Sunday; and if any of these holidays occur on a Saturday, the "NERC Holiday" remains on that Saturday. Notwithstanding anything to the contrary in this paragraph, NERC Holidays shall be calculated as "Shoulder" hours for all non-"Night" hours and any remaining hours shall be calculated as "Night" hours.

TOD Factors. In accordance with all other terms of this Exhibit B, the following Time of Delivery Factors ("TOD Factors") shall be used in the TOD Period Payment Calculation for each of the specified TOD Periods in which Energy is delivered:

TOD FACTORS FOR EACH TOD PERIOD			
Period	**1. Super-Peak**	**2. Shoulder**	**3. Night**
A. June – September	2.38	1.12	0.59
B. Oct. – Dec.; Jan. & Feb.	1.10	0.94	0.66
C. Mar. – May	1.22	0.90	0.61

6. <u>Location Bonus</u>.

If the Generating Facility is located in a "High-Value Area" as set forth below, each Monthly Contract Payment for the entire Term shall receive a Location Bonus calculated as follows:

Location Bonus = Sum of monthly TOD Periodn Payments * 0.10

The Generating Facility shall be deemed to be located in a High-Value Area if it is interconnected to Buyer's electric system at a location which, in the year of the Effective Date, is identified pursuant to CPUC D. 09-12-042 (as modified by other AB 1613 Decisions) as a "Local Resource Adequacy" area based on the most recent CAISO Local Capacity Requirement Study adopted by the CPUC.

**** End of Exhibit B****

Exhibit B (1)
Monthly Contract Payment Calculation

1. Monthly Contract Payment

Each Monthly Contract Payment is calculated on a calendar month basis in dollars as follows:

TOD Period Energy Payment $_{\text{1st TOD Period}}$ +
TOD Period Energy Payment $_{\text{2nd TOD Period}}$ +
TOD Period Energy Payment $_{\text{3rd TOD Period}}$ +
TOD Period Energy Payment $_{\text{4th TOD Period}}$ +
TOD Period Capacity Payment $_{\text{1st TOD Period}}$ +
TOD Period Capacity Payment $_{\text{2nd TOD Period}}$ +
TOD Period Capacity Payment $_{\text{3rd TOD Period}}$ +
TOD Period Capacity Payment $_{\text{4th TOD Period}}$

All TOD Period Energy Payments shall be calculated as set forth in Section 2 of this Exhibit B (1).

All TOD Period Capacity Payments shall be calculated as set forth in Section 3 of this Exhibit B (1).

The "1st TOD Period," "2nd TOD Period," "3rd TOD Period" and "4th TOD Period" subscripts refer to the four TOD Periods that apply for the calculation month, as set forth in Section 4 of this Exhibit B (1).

2. TOD Period Energy Payment Calculation.

(a) Each monthly TOD Period Energy Payment is calculated as follows:

$$\text{TOD PERIOD ENERGY PAYMENT, in dollars} = \sum_{FirstHour}^{LastHour} [(EP-LA) \times APE + LA \times MA]$$

Where:

EP = TOD Period Energy Price, stated in Section 2(b) of this Exhibit B (1), in dollars per kWh.

APE = The sum of the Allowed Payment Energy from the Generating Facility for each hour of the TOD Period, in kWh, as determined in accordance with Section 2(c) of this Exhibit B (1).

LA = Hourly Location Adjustment price, as set forth in SRAC.

MA = Metered Amounts for each hour of the applicable TOD Period, in kWh. Metered Amounts for any hour is equal to the sum of Metered Amounts for all Metering Intervals in that hour.

First Hour = First hour of the applicable TOD Period.

Last Hour = Last hour of the applicable TOD Period.

Once 120% of the Expected Term Year Net Energy Production is achieved, no additional hourly energy payments will be calculated for the remaining TOD Periods within any remaining months of the current Term Year.

(b) Factor "EP" in Section 2(a) of this Exhibit B (1). The TOD Period Energy Price, in dollars per kWh, for any TOD Period shall be calculated pursuant to and as determined by the methodology set forth in SRAC.

(c) Factor "APE" in Section 2(a) of this Exhibit B (1). The Allowed Payment Energy for each hour of each TOD Period of any month is calculated as follows:

APE = The sum of the Metered Energy when Buyer is Scheduling Coordinator or Scheduled Amounts when Buyer is not Scheduling Coordinator from the Generating Facility for each hour of the TOD Period, in kWh.

3. TOD Period Capacity Payment Calculation.

(a) Each monthly TOD Period Capacity Payment is calculated on a calendar month basis as follows:

TOD PERIOD CAPACITY PAYMENT in dollars = ACP x CAF

Where:

ACP = As-Available Capacity Payment for the TOD Period, as determined in accordance with Section 3(b) of this Exhibit B (1), in dollars per year.

CAF = The CPUC approved Capacity Payment Allocation Factor for the TOD Period in the year, based upon the formula adopted by the CPUC in D.01-03-067 and D.97-03-017. For purposes of this Agreement, the CPUC approved Capacity Payment Allocation Factors are as provided in the table below, allocated to each month of the season based on the proportion of the month's hours in the TOD Period to the season's hours in TOD Period, and may be updated per subsequent CPUC decision:

Capacity Payment Allocation Factors		
Season	*TOD Period*	*Factor*
Summer	Peak	0.7619
	Partial Peak	.0238
	Off Peak	.0002
	Super Off Peak	0.00000
Winter	Peak	N/A
	Partial Peak	0.2125
	Off Peak	0.0015
	Super Off Peak	0.00000

(b) Factor "ACP" in Section 3(a) of this Exhibit B (1). The As-Available Capacity Payment shall be calculated pursuant to the following formula:

AS-AVAILABLE CAPACITY PAYMENT, in dollars

= AAC x AACP

Where:

AAC = As-Available Capacity for the TOD Period, as determined in accordance with Section 3(c) of this Exhibit B (1), in kWh per hour.

AACP= The As-Available Capacity Price adopted by the CPUC in the Decision for the applicable year as set forth in the following table:

As-Available Capacity Price	
Year	*Price $/kW-yr*
2010	39.39
2011	41.22
2012	43.09
2013	45.00
2014	46.97
2015	48.98
2016	51.05
2017	53.16
2018	55.33
2019	57.56
2020	59.83
2021	62.17
2022	64.57
2023	67.02
2024	69.53
2025	72.11
2026	74.76
2027	77.46
2028	80.24

(c) Factor "AAC" in Section 3(b) of this Exhibit B (1). The As-Available Capacity for each TOD Period of each month is calculated as follows:

AS-AVAILABLE CAPACITY, in kWh per hour = MAC

Where:

MAC = The Maximum Allowed Capacity for the TOD Period as determined in Section 3(d) in this Exhibit B (1), in kWh per hour.

(d) Factor "MAC" in Section 3(c) of this Exhibit B (1). The Maximum Allowed Capacity for each monthly TOD Period is calculated as follows:

MAXIMUM ALLOWED CAPACITY, in kWh per hour = LE / PH

Where:

LE = The sum of the Limited TOD Energy from the Generating Facility for all hours of the TOD Period, as determined in Section 3(e) of this Exhibit B (1), in kWh.

PH = The total number of hours in the TOD Period (period hours).

(e) Factor "LE" in Section 3(d) of this Exhibit B (1). The Limited TOD Energy for each TOD Period of any month is calculated as follows:

$$\text{LIMITED TOD ENERGY, in kWh} = \sum_{FirstHour}^{LastHour} (E)_{\text{Hour}}$$

Where:

E = The lesser of: (i) Metered Energy for the applicable hour, in kWh; and (ii) Allowed Hourly Energy, as determined in Section 3(f) of this Exhibit B (1), in kWh.

First Hour = First hour of the applicable TOD Period.

Last Hour = Last hour of the applicable TOD Period.

Metered Energy for any hour is equal to the sum of Metered Energy for all Metering Intervals in that hour.

(f) Factor "E" in Section 3(e) of this Exhibit B (1). The Allowed Hourly Energy is calculated as follows:
ALLOWED HOURLY ENERGY in kWh = 1 hour x CC

Where:

CC = The As-Available Contract Capacity, as set forth in Section 1.03, in kW.

4. Time of Delivery Periods.

SEASON AND TIME PERIOD			
Time Period	**Period A – Summer May 1 - October 31**	**Period B - Winter November 1 - April 30**	**Applicable Days**
Peak	Noon - 6:00 p.m.	NA	Weekdays except Holidays
Partial-Peak	8:30 a.m. – Noon	8:30 a.m. - 9:30 p.m.	Weekdays except Holidays
	6:00 p.m. - 9:30 p.m.		Weekdays except Holidays
Off-Peak	9:30 p.m. - 1:00 a.m.	9:30 p.m. - 1:00 a.m.	Weekdays except Holidays
	5:00 a.m. - 8:30 a.m.	5:00 a.m. - 8:30 a.m.	Weekdays except Holidays
	5:00 a.m. - 1:00 a.m.	5:00 a.m. - 1:00 a.m.	Weekends & Holidays
Super Off-Peak	1:00 a.m. - 5:00 a.m.	1:00 a.m. - 5:00 a.m.	All Days

*** End of Exhibit B (1) ***

EXHIBIT C
Seller's Forecasting Submittal and Accuracy Requirements

1. General Requirements. The Parties shall abide by the Forecasting requirements and procedures described below and shall agree upon reasonable changes to these requirements and procedures from time to time as necessary to:

   (a) Comply with the CAISO Tariff, as applicable;

   (b) Accommodate changes to their respective generation technology and organizational structure; and

   (c) Address changes in the Operating and Scheduling procedures of Seller, Buyer and the CAISO, including automated Forecast and outage submissions.

2. Seller's Forecasting Submittal Requirements.

   (a) 30-Day Forecast.

   No later than 30 days before the Term Start Date (or, in the case of a New Eligible CHP Facility, no later than 30 days before the commencement of Parallel Operation), Seller shall provide Buyer with a Forecast for the 30-day period commencing on the Term Start Date (or, if applicable, Parallel Operation) using the Web Client.

   In the case of a New Eligible CHP Facility, if, after submitting the Forecast pursuant to this Section 2(a), Seller learns that Parallel Operation will occur on a date and time other than that reflected on the Forecast, Seller shall provide an updated Forecast reflecting the new Parallel Operation date at the earliest practicable time but no later than 5:00 p.m. PPT on the Wednesday before the new Parallel Operation date, if Seller has learned of the new Parallel Operation date by that time, but in no event less than three Business Days before the new Parallel Operation date.

   If the Web Client becomes unavailable, Seller shall provide Buyer with the Forecast by e-mail or by telephoning Buyer's Generation Operations Center at the e-mail address or telephone number(s) listed in Exhibit F.

   The Forecast, and any updated Forecasts provided pursuant to this Section 2, shall:

   (i) Not include any anticipated or expected electric energy losses between the Delivery Point and the CAISO-Controlled Grid; and

   (ii) Limit hour-to-hour Forecast changes to no less than 250 kWh during any period when the Web Client is unavailable. Seller shall have no restriction on hour-to-hour Forecast changes when the Web Client is available.

   (b) Weekly Update to 30-Day Forecast. Commencing on or before 5:00 p.m. PPT of the Wednesday before the first week covered by the Forecast provided pursuant to Section 2(a) of this Exhibit C, and on or before 5:00 p.m. PPT every Wednesday thereafter until the Term End Date, Seller shall update the Forecast for the 30-day period commencing on the Sunday following the weekly Wednesday Forecast update submission. Seller shall

use the Web Client, if available, to supply this weekly update or, if the Web Client is not available, Seller shall provide Buyer with the weekly Forecast update by e-mailing or telephoning Buyer's Generation Operations Center, at the e-mail address or telephone number(s) listed in Exhibit F.

(c) Further Update to 30-Day Forecast. As soon as reasonably practicable and commensurate with Seller's knowledge, Seller shall provide Forecast updates related to Buyer's Scheduled daily, hourly and real-time deliveries from the Generating Facility for any cause, including changes in Site ambient conditions, a Forced Outage and a Real-Time Forced Outage, which results in a material change to the Generating Facility's deliveries (whether in part or in whole). This updated Forecast pursuant to this Exhibit C must be submitted to Buyer via the Web Client by no later than:

(i) 5:00 p.m. PPT on the day before the Trading Day impacted by the change, if the change is known to Seller at that time;

(ii) The Hour-Ahead Scheduling Deadline, if the change is known to Seller at that time; or

(iii) If the change is not known to Seller by the timeframes indicated in (i) or (ii) immediately above, no later than 20 minutes after Seller becomes aware of the event which caused the expected energy production change, with notification also by phone to Seller's Real Time Scheduling Desk.

Seller's updated Forecast must contain the following information:

(w) The beginning date and time of the event resulting in the availability of the Generating Facility and expected energy production change;

(x) The expected ending date and time of the event:

(y) The expected energy production, in MWh; and

(z) Any other information required by the CAISO as communicated to Seller by Buyer.

**** End of Exhibit C ****

EXHIBIT D
Outage Schedule Submittal Requirements

1. General Requirements. The Parties shall abide by the Outage Schedule Submittal Requirements described below and shall agree upon reasonable changes to these requirements and procedures from time to time, as necessary to (a) comply with the CAISO Tariff, (b) accommodate changes to their respective generation technology and organizational structure, and (c) address changes in the Operating and Scheduling procedures of Seller, Buyer and the CAISO, including automated forecast and outage submissions.

2. Seller's Availability Forecasting Submittal Requirements. Seller shall submit maintenance and planned outage schedules in accordance with the following schedule:

   (a) No later than January 1st, April 1st, July 1st and October 1st of each Term Year, and at least 60 days before Parallel Operation, Seller shall submit to Buyer its schedule of proposed planned outages ("Outage Schedule") for the subsequent twenty four-month period using a Buyer-provided web-based system or an e-mail address designated by Buyer ("Web Client") only if web-based system is not available.

   (b) Seller shall provide the following information for each proposed planned outage: (i) Start date and time; (ii) End date and time; and (iii) Capacity online, in MW, during the planned outage in addition to the information required by the CAISO, as indicated by the Buyer-provided web-based system.

   (c) Within 20 Business Days after Buyer's receipt of an Outage Schedule, Buyer shall notify Seller in writing of any request for changes to the Outage Schedule, and Seller shall, consistent with Prudent Electrical Practices, accommodate Buyer's requests regarding the timing of any planned outage.

   (d) Seller shall cooperate with Buyer to arrange and coordinate all Outage Schedules with the CAISO.

   (e) In the event a condition occurs at the Generating Facility which causes Seller to revise its planned outages, Seller shall provide Notice to Buyer, using the Web Client, of such change (including, an estimate of the length of such planned outage) as required in the CAISO Tariff after the condition causing the change becomes known to Seller.

   (f) Seller shall promptly prepare and provide to Buyer upon request, using the Web Client, all reports of actual or forecasted outages that Buyer may reasonably require for the purpose of enabling Buyer to comply with Section 761.3 of the California Public Utilities Code or any Applicable Law mandating the reporting by investor owned utilities of expected or experienced outages by electric energy generating facilities under contract to supply electric energy.

3. Restriction on Planned Outages. During the Peak Months, Seller may schedule and utilize no more than 12 hours of outages per Peak Month, and only during the non-peak hours of the Peak Months.

**** End of Exhibit D ***

EXHIBIT E
CAISO Charges

Subject to Section 4.01(g), Buyer shall pay all CAISO Charges and receive all CAISO Revenues; *provided, however*, if, on or after the Term Start Date:

1. The CAISO implements or has implemented any sanction or penalty related to Scheduling, outage reporting or generator Operation, and any such sanctions or penalties are imposed on the Generating Facility or to Buyer as Scheduling Coordinator for the Generating Facility due solely to the actions or inactions of Seller in violation of this Agreement, then such sanctions or penalties will be Seller's responsibility;

2. Seller or any third party dispatches any portion of the As-Available Contract Capacity for the benefit of any party other than Buyer or a Site Host in respect of the Host Site, then Seller shall indemnify, defend, and hold Buyer harmless against any CAISO Charges; or,

3. There is a CAISO or Transmission Provider declared Emergency and Seller fails to meet Seller's obligations associated with any CAISO or Transmission Provider instruction or request (as may be communicated by Buyer as Scheduling Coordinator), as the case may be, to curtail output, or reschedule a planned outage set to occur during an Emergency, then, in each case, Seller shall indemnify, defend, and hold Buyer harmless against any CAISO Charges associated with the failure to respond to such Emergency.

5. Buyer as Seller's Scheduling Coordinator is subject to either Non-Availability Charges or Availability Incentive Payments, or both, during a month within the Resource Adequacy compliance year, as defined by CAISO Tariff, then any such charges or payments shall be offset and the net value shall be entered into Seller's Account for the applicable month pursuant to Section 3.21.

**** End of Exhibit E ****

EXHIBIT F
Notice List

[SELLER'S NAME]	[BUYER'S NAME]
All Notices are deemed provided in accordance with Section 7.07 if made to the address, facsimile numbers or e-mail addresses provided below:	All Notices are deemed provided in accordance with Section 7.07 if made to the address, facsimile numbers or e-mail addresses provided below:
Contract Sponsor: Attn: Street: City: Phone: Facsimile: E-mail:	
Reference Numbers: Duns: Federal Tax ID Number:	
Contract Administration: Attn: Phone: Facsimile: E-mail:	
Forecasting: Attn: Control Room Phone: Facsimile: E-mail:	
Day-Ahead Forecasting: Phone: Facsimile: E-mail:	
Real-Time Forecasting: Phone: Facsimile: E-mail:	
Payment Statements: Attn: Phone: Facsimile: E-mail:	
CAISO Charges and CAISO Sanctions: Attn: Phone: Facsimile: E-mail:	

Payments: Attn: Phone: Facsimile: E-mail:	
Wire Transfer: BNK: ABA: ACCT:	
Credit and Collections: Attn: Phone: Facsimile: E-mail:	
With additional Notices of an Event of Default or Potential Event of Default to: Attn: Phone: Facsimile: E-mail:	
Lender: Attn: Phone: Facsimile: E-mail:	

**** End of Exhibit F ****

EXHIBIT G
Generating Facility and Site Description

1. Generating Facility Description.

{Buyer Comment: Provide description of the Generating Facility equipment, systems, control systems and features, including a site plan drawing and a one-line diagram, and the generator nameplate(s).}

2. Site Description.

{Buyer Comment: Provide a legal description of the Site, including the Site map.}

**** End of Exhibit G ****

(End of Simplified Contract for Eligible CHP)

Electric Sample Form 79-1124 Sheet 1

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

Please Refer to Attached Sample Form

Pacific Gas and Electric Company®

NEMVMASH

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

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

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

A. Applicability and Purpose:

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

B. Guidelines and Steps for Interconnection

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

C. NEM Transition

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

D. Owner's Information -

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

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

Contractor	Company Name	
Mailing Address		
City	State	Zip
Business Phone	Fax	Email

❑ This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.

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

Contact Person	Company Name	
Mailing Address		
City	State	Zip
Business Phone	Fax	Email

❑ This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.

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

charges to Owner. Should Owner wish to select a different authoriziaton period, Owner may utilize the *Authorization to Received Customer Information or Act on a Customer's Behalf*, which may be found at: https://www.pge.com/includes/docs/pdfs/mybusiness/energysavingsrebates/demandresponse/howtoapply/E79-1095%20-Third%20Party%20Authorization.pdf

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

G. Notices - Mailing Instructions and Assistance:

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

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

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

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

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

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

I. Governing Law

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

J. Term Of Agreement

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

K. Governing Authority

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

L. Appendix A

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

M. Appendix B

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

Owner Name (Please Print): _____

(Signature): _____ Date:_____

Title: _____

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

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

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

Section 1 Instructions

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

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

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

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

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

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

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

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

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

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

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

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

Please note for each row:

- **Account Type** - check the one box corresponding to the type of account (that is, **Generator Account**, **Common Area** or **Residential Unit**). Every row (account) should have one and only one of these 3 boxes checked. *(Required).* Additionally, Generator accounts must also list the CEC AC rating in the **Generator Capacity** column and be numbered, starting with "1" in the **Generator Number** column. This Agreement must include a completed copy of Appendix B corresponding to each generator shown in this table and the solar generator capacity on Appendix B Part IV section C. must match that listed in this table. The sum of all generators' capacities listed must not exceed 1 MW.

- **Account Address -** Provide an address, including unit number, for all Accounts (for Generator Accounts without an address please specify location in detail). *(Required)*

- **Name** - For Common Area Accounts and the Generator Account, the Owner's name must be entered. For Residential Unit Accounts, enter the name of the occupant, if it is known.

- **PG&E Account Number -** Enter the PG&E Account number on all Common Area Accounts and Generator Accounts. (Required).

- **Otherwise Applicable Rate Schedule** – Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for all Common Area Accounts and desired Generator Accounts. (Required).

- **Total Solar Generation (**bottom of each page) **–** For each Generator Account total the CEC AC rating. The total of all rating of all Generator Accounts on all pages must equal no more than 1 MW.

- **Solar Allocation Percentage (**bottom of the each page) - For each Common Area Account and Residential Unit Account listed (but not the Generator Account), enter the Solar Allocation Percentage to two decimal places. The Solar Energy Allocation Percentage for each Residential Unit Account must be in proportion to the relative size of each unit, consistent with the manner in which affordable housing rents are established. The total of all Solar Energy Allocation Percentages must equal 100%.

- **Appendix A, Section 2 Page Numbers –** In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2 Account List. (Start with Page 1 and do not count the page numbers for these two instruction pages).

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

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

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

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

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

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

Section 2

Please list all participating on a building by building basis.

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

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

Appendix B – NEMVMASH Generating Facility Interconnection Agreement

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

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

Part I – Requirements for Interconnection

Please complete all parts of this section:

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

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

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

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

Part II – Selecting the Study Process

Please check one:

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

Part III – Requirements for Interconnection

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

Permission to Interconnect

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

Safe Operation of your Generating Facility

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

Interconnections on PG&E's Secondary Network

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

Meter access

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

Document and Fee Requirements

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

Smart Inverters

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

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

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at 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 Owner upon request by PG&E in accordance with PG&E's Electric Rule 21.

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

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

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

(c) the Owner provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application1[1] no later than March 31, 2018, or

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

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

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

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

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

Required Documents for New Applicants:

1. A completed copy of this **Agreement, including a completed Appendix A** ***Please note***: the Owner's name (as identified in Part I, Section C) must be the same name as on the PG&E bill. In this Agreement, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Common Area accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Common Area accounts will be defaulted to Rate Schedule E-1, establishing how Owner's Common Area Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

2. A **single-line diagram** showing Owner's actual installation of his/her Generating Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all photovoltaic generators, circuit breakers and other protective devices of the Generating Facility, the general location of the Owner's loads relative to the Generating Facility, and the interconnection with PG&E's Distribution System. The diagram must include the following information:

   a. A description and location of the visible, lockable **AC disconnect switch**.

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

   b. A description of the specific **inverter**(s) used to control the interconnection between PG&E and the Generating Facility, including rating, brand name, and model number. Only CEC-certified inverters[2]will pass the requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.

   c. A complete description of the **generating equipment Owner plans to install**. The description must include the photovoltaic panel manufacturer name, model number, number of panels, and the nameplate rating. As with

[1] A complete application consists all of the following without deficiencies:
1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Owner final inspection clearance from the governmental authority having jurisdiction over the generating system.

[2] The CEC's eligible equipment list can be found under the CSI heading at: https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists

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

d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker.** The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.

e. PG&E requires **a generation output meter.** The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information.

3. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**

4. **Insurance -** Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEMVMASH Generating Facility location –

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

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

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

Insuring Company's Name: _____

Insurance Policy # _____

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

B. Internet Agreement Forms

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

Part IV – General Facility

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

Date: _____

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

❑ Yes

If yes, specify what kind of generator _____

❑ No

C. Are there any possible generator meter access issues?

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

❑ Locked Room/Gate	❑ Meter located inside of facility/residence
❑ Unrestrained animal at meter or AC disconnect switch location	❑ Other (Please explain) _____ _____

❑ No

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

❑ Yes
If yes, what program are you on? _____

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

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

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

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

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

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

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

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

3						

C. Photovoltaic Generator Equipment

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

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

D. Service Panel Short Circuit Interrupting Rating

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

E. Maximum 3-Phase Fault Current Contribution

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

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

Electric Sample Form No. 79-1124-02 Sheet 1

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

Please Refer to Attached
Sample Form

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

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

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

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

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

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

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

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

A. Applicability and Purpose:

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

B. Guidelines and Steps for Interconnection

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

D. Owner's Information -

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

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

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

Contractor	Company Name	
Mailing Address		
City	State	Zip
Business Phone	Fax	Email

❑ This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.

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

Contact Person	Company Name	
Mailing Address		
City	State	Zip
Business Phone	Fax	Email

❑ This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.

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

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

G. Notices - Mailing Instructions and Assistance:

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

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

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

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

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

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

I. Governing Law

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

J. Term Of Agreement

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

K. Governing Authority

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

L. Appendix A

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

M. Appendix B

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

N. SIGNATURES

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

OWNER NAME:	**PACIFIC GAS AND ELECTRIC COMPANY:**
_____	_____

(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	Manager, Generation Interconnection Services *(Title)*
(Date)	*(Date)*

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

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

Attachment A

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

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

Section 1 Instructions

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

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

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

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

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

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

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

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

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

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

Please complete this agreement in its entirety

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

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

Please note for each row:

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

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

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

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

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

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

Pacific Gas and Electric Company®

Attachment A

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

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

Section 2

Please list all participating on a building by building basis.

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

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

_

Please complete this agreement in its entirety

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

Attachment B

NEM2VMSH Generating Facility Interconnection Agreement

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

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

Part I – Requirements for Interconnection

Please complete all parts of this section:

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

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

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

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

Part II – Selecting the Study Process

Please check one:

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

Part III – Requirements for Interconnection

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

Permission to Interconnect

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

Safe Operation of your Generating Facility

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

Interconnections on PG&E's Secondary Network

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

Meter access

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

Smart Inverters

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

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

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at 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 Owner upon request by PG&E in accordance with PG&E's Electric Rule 21.

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

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

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

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

(d) the Owner provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 201

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

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

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

Document and Fee Requirements

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

Stale Agreements

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

A. Agreement Package:

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

[1] A complete application consists all of the following without deficiencies:
1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Owner final inspection clearance from the governmental authority having jurisdiction over the generating system.

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

Required Documents for New Applicants:

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

   a. A description and location of the visible, lockable **AC disconnect switch**.

      PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc.). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEM2VMSH Eligible Low Income Facility and utility's Electric System.

b. A description of the specific **inverter**(s) used to control the interconnection between PG&E and the Generating Facility, including rating, brand name, and model number. Only CEC-certified inverters[2] will pass the requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.

   c. A complete description of the **generating equipment Owner plans to install**. The description must include the photovoltaic panel manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below.)

   d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker.** The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.

   e. PG&E requires **a generation output meter.** The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information.

3. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**
4. **Insurance -** Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEM2VMSH Generating Facility location –

[2] The CEC's eligible equipment list can be found under the CSI heading at: https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists

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

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

Insuring Company's Name: _____

Insurance Policy # _____

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

B. Internet Agreement Forms

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

Part IV – General Facility

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

Date: _____

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

❑ Yes

If yes, specify what kind of generator _____

❑ No

C. Are there any possible generator meter access issues?

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

❑ Locked Room/Gate	❑ Meter located inside of facility/residence
❑ Unrestrained animal at meter or AC disconnect switch location	❑ Other (Please explain) _____

❑ No

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

❑ Yes
If yes, what program are you on? _____

❑ No.

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

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

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

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

B. Inverters interconnected with PG&E

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

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

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

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

C. Photovoltaic Generator Equipment

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

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

D. Service Panel Short Circuit Interrupting Rating

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

E. Maximum 3-Phase Fault Current Contribution

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

F. CEC Listed

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

G. Warranties or Service Agreements

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

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

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

H. Ref costs in Rule 21

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

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

Electric Sample Form 79-1125 Sheet 1
NEM / NEMV / NEMVMASH Inspection Report

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

NEM / NEMV / NEMVMASH Inspection Report[1]

Who needs to complete this Inspection Report?

A customer:

- who becomes a PG&E customer at a home, office or other facility having with an existing Renewable Electrical Generation Facility with plans to remain interconnected with PG&E on Rate Schedules NEM, NEMV or NEMVMASH
- who must complete a new net energy metering contract (for example, Form 79-978 *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, other than Facilities of 30 kW or Less)* with PG&E for the existing generating facility and
- whose electrical generating facility and meter have not been installed or inspected within the previous three years and
- who must arrange to have their generating facility inspected and the Contractor section of this report completed by a California licensed electrician who is not the owner or operator of the facility and meter.

electrician (Inspector) shall perform the inspection of the electrical portion of the Generating Facility and meter.

Instructions

1) The Customer shall compete all of Part I and complete Section A of Part II. The Customer information in Section A of Part II should match that in Part I.

2) The Customer should arrange to have the Inspector inspect their Generating Facility and compete the reminder of Part II of this form and sign it.

3) The customer shall then submit the fully completed Report to PG&E.

If this form is not submitted within 90 days of the Customer becoming the customer of record for this account, Customer agrees to disconnect their Generating Facility and inform PG&E it no longer will take service on schedule NEM, NEMV or NEMVMASH.

For the safety of the Customer and PG&E employees, under no circumstances shall the Generating Facility be operated while interconnected with PG&E if it does not pass the Operational Test in Part II, Section I.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

[1] Automated Document, Preliminary Statement, Part A

Part I – Customer Information

A. Customer Generating Facility Information – Who is the PG&E Customer for this Generating Facility?

Generating Facility PG&E Account Holder Name (Must Match Customer Name on PG&E Blue Bill for generator)	PG&E Account Number for Generating Facility	Meter Number (Meter Badge ID)
Account Holder Street Address		
Account Holder City	Account Holder State	Account Holder Zip
Account Holder Billing Mail Address		
Billing City	Billing State	Billing Zip

Business Phone	Cell Phone	Fax	Email

B. Generator Location – Where is the Generating Facility Located?

Contact at Generator Location		
Generator Address		
Generator City	Generator State	Generator Zip

Generator Contact Phone	Fax	Email

❑ This contact person is to be used as PG&E contact and is authorized by Customer to receive confidential Customer information and act on behalf of Customer with respect to this agreement.[2]

C. Modifications

To your knowledge, has the system been modified in any way? □ No □ Yes

D. Installation Date

Do you know when this Generating Facility was installed?

□ No

□ Yes, Date Installed _____

E. Last Inspection Date

Do you know if this Generating Facility had a prior PG&E inspection?

□ No

□ Yes

Date of last inspection? _____

[2] Customer must utilize the *Authorization to Receive Customer Information or Act on a Customer's Behalf form*, which may be found at https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1095.pdf.

[1] Automated Document, Preliminary Statement, Part A.

F. By the Customer signing the attached new *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, F*orm 79-978, or other new NEM, NEMV or NEMVMASH interconnection agreement, this NEM / NEMV / NEMVMASH Inspection Report is hereby incorporated into Customer's new interconnection agreement.

A copy of this signed report should be retained with the "Permission to Operate" letter to confirm successful Generating Facility inspection.

Mailing Instructions and Assistance:

When this report has been completed it should be mailed to:

PG&E'S P.O. BOX ADDRESS	PG&E'S STREET ADDRESS
Pacific Gas and Electric Company Attention: Generation Interconnection Services Mail Code N7L P.O. Box 770000 San Francisco, California 94177	Pacific Gas and Electric Company Attention: Generation Interconnection Services Mail Code N7L 245 Market St. San Francisco, California 94105

If this Report has been completed electronically, it may be submitted to PG&E via e-mail or U.S. mail. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be mailed to PG&E at the address noted in the Notice Section of Customer's new interconnection agreement.

Phone calls and questions may be directed to the Generation Interconnection Services hotline at: 415-972-5676 or email gen@pge.com

Part II –Electrical Inspector Section

A. Inspection Information (to be filled in by the Customer – must match information in Part I)

Generating Facility PG&E Account Holder Name (Must Match Customer Name on PG&E Blue Bill for generator)	PG&E Account Number for Generating Facility	Meter Number (Meter Badge ID)
Generator Address		

[1] Automated Document, Preliminary Statement, Part A.

---------- To be completed by Inspector ----------

B. Inspector Information

California licensed Electrician Name	Company Name
Currently Valid California Electrician License Number	
Mailing Address	

City	State	Zip

Business Phone	Fax	Email

C. Inverters interconnected with PG&E

List all the inverters that currently are interconnected to PG&E at this Generating Facility.

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

D. Inverter CEC Approved

Are all the inverter models listed above currently listed on the https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists website?

□ Yes □ No[4]

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

[4] Equipment not currently listed on the Go Solar website, or equipment formerly listed but no longer listed, may be subject to additional review or testing before being authorized to continue interconnection with PG&E, depending on the reason it is no longer listed.

[1] Automated Document, Preliminary Statement, Part A.

E. Photovoltaic Generator Equipment (if applicable)

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

No.	PV Panel Manufacturer	PV Panel Model	PV Panel Nameplate Rating[5] kW (per unit)	PV Panel CEC Rating kW (per unit)	Quantity of PV Panels	Total Capacity[6] (kW)	Inverter number from (C.) above (1 or 2)
1							
2							

F. PV Panels CEC Approved

Are all the PV panel models listed above currently listed on the https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists website?

□ Yes □ No[7]

G. Wind Turbine Equipment (if applicable)

List the wind turbine information requested below. Write NONE if the inverter is incorporated in the wind turbine and no inverter is required.

No.	Wind Turbine Manufacturer	Wind Turbine Model	Wind Turbine Nameplate Rating[8] kW (per unit)	Wind Turbine CEC Rating (kW) per unit	Quantity of Wind Turbines	Total Capacity (kW)[8]	Turbine Output Voltage	Single or Three Phase	Inverter number from (C) above (1 or 2)
1									

H. Wind Turbine CEC Approved

Are all the wind turbine models listed above currently listed on the https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists website?

□ Yes □ No[9]

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

[6] The total capacity is the photovoltaic (PV) panel (or wind turbine) rating times the quantity.

[7] Id. Footnote 4 above.

[8] Id. Footnote 6 above.

[9] Id. Footnote 4 above.

[1] Automated Document, Preliminary Statement, Part A.

I. Renewable Electrical Generation Facility (if applicable)

Identify the Renewable Electrical Generation Facility generator type code(s) from the table below and write it into the following table. Write NONE if no inverter is incorporated in each Generating Facility.

Generator Type Code Table		
A – biomass	B – solar thermal	C – geothermal
D – fuel cell	E – small hydroelectric generation	F – digester gas
G – municipal solid waste	H – landfill gas	I – ocean wave
J – ocean thermal	K – tidal current	

No.	Generator Type Code(s) for Renewable Electrical Generation Facility	Model	Nameplate Rating[10] kW (per unit)	Quantity (if multiple units)	Total Capacity (kW)[8]	Output Voltage	Single or Three Phase	Inverter number from (C) above (1 or 2)
1								

Customers with non-certified generation equipment, such as synchronous generators, shall retain qualified testing personnel to perform the necessary tests specified in Rule 21 to meet this requirement. Customer or Inspector shall provide PG&E with 30 days notice of such facility testing, the testing shall be conducted at a mutually agreeable time, and PG&E shall be given the opportunity to witness the tests.

J. Other Interconnected Generators

Are there other generators interconnected on this account at this location? □ Yes □ No

If Yes, list generator technology and capacity for all generators

_____

Are there any backup generators? □ Yes □ No

If yes, there are backup generators, is the back-up generator is open or close transition?
□ Open □ Closed

K. Operational Tests

1.) Anti-islanding test

Pursuant to PG&E's Electric Rule 21, Section H.1.a.(3), verify the Generating Facility ceases to output within two seconds of opening the disconnect switch or otherwise disconnecting the Generating Facility from PG&E electrical system.

Passes test? □ Yes

[10] Id. Footnote 6 above.

[1] Automated Document, Preliminary Statement, Part A.

2.) Reclose and return to service within Rule 21 guidelines

Pursuant to PG&E's Electric Rule 21, Section H.1.a.(2), verify that the time-delay function reconnects the Generating Facility with PG&E's Distribution System after at least 60 seconds.

Passes test? □ Yes

L. Governing Authority

The terms and conditions of this inspection report shall at all times be subject to such changes or modification by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

M. Inspector Signature

I certify that I am currently a California licensed electrician, that the responses given in Part II of this Report for the Generating Facility are true and accurate to the best of my knowledge, and that the Generating Facility satisfies the Operational Tests in Part II, Section I.

Name California licensed electrical contractor (Please Print): _____

Name California licensed electrical contractor Signature: _____ Date:_____

California licensed eectrician License No: _____

[1] Automated Document, Preliminary Statement, Part A.

Electric Sample Form 79-1126 Sheet 1
Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects

Please Refer to Attached
Sample Form

OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

The undersigned customer ("**Customer**") will obtain and perform energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company (**"PG&E"**) shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall complete the Work as described in the Application.

2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "**Adjustment**"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.

3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of the Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by any Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including any Contractor) in the conduct or performance of the Work.

4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this

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Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.

5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or any contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) if PG&E deems necessary, obtain updated financial information to verify that Customer has good credit standing (as determined by PG&E) prior to making the Loan. Customer shall give PG&E reasonable access to its premises and the Work and shall provide such updated financial information to PG&E upon request. PG&E may decline to make the Loan if PG&E determines, in its sole discretion, that Customer does not have good credit standing at that time. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, and PG&E is satisfied that Customer has good credit standing, PG&E will issue a check ("**Check**") to Customer for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". Customer shall be responsible for paying any outstanding fees due to any contractor for the Work.

7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.

8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:

    a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.

    b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.

    c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.

    d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.

    e. Further payment details are set forth below.

9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.

10. The Loan Balance shall not bear interest.

11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells or transfers ownership of the equipment forming part of the Work to any third party (including as part of a sale or lease of premises or transfer of business or otherwise); or (iv) Customer

becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

13. Customer understands that without limiting any other remedy available to PG&E against Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action**.

14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. **Loan Particulars**.

This table is to be completed by PG&E					
$	**$**	**$**	**$**		
Total Cost	**Incentive**	**Loan Balance[1]**	**Monthly Payment**	**Term[2], Months**	**Number of Payments**

16. 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.

[1] The Loan Balance shall not exceed two-hundred fifty thousand dollars ($250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars ($250,000) but shall not exceed four million dollars ($4,000,000).

[2] The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

Check Made Payable to Customer

Customer Details

Federal Tax ID or Social Security #, Customer

PG&E Account # / Service Agreement #

Account Name, Customer

Service Address, Customer

Name and Title of Authorized Representative of Customer

Signature of Authorized Representative of Customer

Date

ACCEPTED: Pacific Gas and Electric Company

PG&E On-Bill Financing Program Manager

Date

Address:
PG&E Integrated Processing Center
P.O. Box 7265
San Francisco, CA 94120-7265

Electric Sample Form 79-1127
Agreement to Perform Tariff Scheduled Related Work,
Rule 20A General Conditions

Please Refer to Attached
Sample Form

GENERAL CONDITIONS AGREEMENT TO PERFORM WORK PURSUANT TO PG&E ELECTRIC RULE 20A – REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

PG&E Contract: _____
Contact #: _____

PROJECT NAME: _____

LOCATION: _____, CALIFORNIA

City/County of _____ (Governmental Body) has requested, and PACIFIC GAS AND ELECTRIC COMPANY (PG&E) has agreed to perform the replacement of overhead with underground electric facilities pursuant to Section A of PG&E's Electric Rule 20 Tariff (Electric Rule 20A), subject to the following General Conditions Agreement.

Rule 20A Tariff:

PG&E will, at its expense, replace its existing overhead electric facilities with underground electric facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory to PG&E have been obtained by PG&E, consistent with Electric Rule 20A.

To ensure the success of this Electric Rule 20A project, Governmental Body and PG&E agree to the following terms. Any exceptions to these terms will require an advice filing with the California Public Utilities Commission (CPUC), with notice to the Governmental Body in accordance with General Order 96-B or any successor orders.

Responsibilities of the Governmental Body:

PG&E's Electric Rule 20A sets forth a program for replacing existing overhead electric facilities with underground electric facilities subject to certain requirements. In order to implement the Electric Rule 20A program as requested by the Governmental Body, the Governmental Body hereby agrees to:

1) Consult with PG&E to confirm the requirements of an Electric Rule 20A project and the location of the specific Electric Rule 20A project.
2) Hold public hearing(s) on the proposed Electric Rule 20A project in order to determine that the specific Electric Rule 20A project is in the general public interest.
3) Provide PG&E with a duly-adopted ordinance or resolution, as appropriate, creating an underground district in the area in which both the existing and new facilities are and will be located, requiring, among other things:
   a) That all existing overhead communication and electric distribution facilities in such district shall be removed;
   b) That each property served from such electric overhead facilities shall have installed in accordance with PG&E's rules for underground service, all electrical facility changes on the premises necessary to receive service from the underground facilities of PG&E as soon as it is available; and
   c) Authorizing PG&E to discontinue its overhead electric service upon completion of the underground distribution system.
4) Acknowledge that wheelchair access is in the public interest and will be considered as a basis for defining the boundaries of projects that otherwise meet the criteria set forth in PG&E's Electric Rule 20A, Subsection 1(a).
5) Provide PG&E with a project boundary map and available drawings showing all known Governmental Body-owned facilities and known road improvements.
6) Identify property owners/persons responsible for the properties identified by PG&E as requiring easements. Make initial contact with the property owners/responsible persons, mail PG&E prepared easement documents, and coordinate meetings for the purpose of assisting PG&E with acquisition of necessary easements.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

7) Provide PG&E with the Governmental Body's published standard for trench restoration and backfill requirements prior to start of engineering for the project, and require joint trench participants to replace paving, landscaping, sidewalk, etc., in accordance with the Governmental Body's published standard for trench restoration and backfill requirements that is removed or damaged during construction.
8) Work cooperatively with PG&E to schedule undergrounding projects prior to paving projects or after the paving moratorium period. If the Governmental Body elects to construct the undergrounding project prior to the end of the paving moratorium period, restoration and backfill requirements shall not exceed the standards for non-moratorium streets, described in Section 7 above.
9) Prior to the start of the project design, elect how to address streetlights impacted within the project scope.
10) Prior to the start of the project design, provide a list of all recorded property owners (including APNs and addresses based on current tax assessor records).
11) By the end of the project design, disclose all intended permit conditions, fees, and cost details. If the Governmental Body is a joint trench participant, the Governmental Body will pay its share of the associated permit costs.
12) Provide PG&E with recent pot holing/core samplings and soils/paving information from other projects, if available.
13) Work cooperatively with PG&E to establish work hour restrictions for construction, including holiday and/or special construction limitations.
14) Survey, stake, and provide drawings to PG&E for any future known Governmental Body road improvement, grade changes, or viaduct projects known or planned within the project limits.
15) Work cooperatively with PG&E to identify a suitable construction yard for the Rule 20A project. If the Governmental Body is a joint trench participant, will pay its share of the associated construction yard costs.
16) Work cooperatively with PG&E concerning contaminated soils and cultural resources.
    a) Contaminated Soils. In the circumstance where contamination may be a concern, PG&E's Electric Rule 20A funds will be used for core samples to design a project to avoid environmental issues. In the event contamination is encountered that triggers federal, state, and/or local laws and regulations which restrict or prohibit further work in the trench, PG&E will suspend work in the affected area until all measures required by law have been completed by the Governmental Body or other party responsible for such contamination.
    b) Cultural Resources. In the circumstance where cultural resources are encountered that trigger federal, state, and/or local laws and regulations which restrict or prohibit further work in the trench, PG&E will suspend work and comply with the appropriate notification requirements.
17) Electric Service Panel Conversion: Governmental Body may choose to be the lead in the conversion of electric service panels to accept underground service. If so and stated in the ordinance or resolution, PG&E shall pay the Governmental Body up to the maximum amount allowed by the Electric Rule 20A Tariff per service entrance, excluding permit fees. If the panel conversions are performed by the property owner, the Governmental Body will coordinate the reimbursement of PG&E funds, to the property owner / responsible party, up to the maximum amount allowed by the Electric Rule 20A Tariff per service entrance, excluding permit fees.
18) Subsurface Equipment: Governmental Body may request that PG&E install electrical equipment subsurface. If PG&E agrees, then, the Governmental Body's Electric Rule 20A allocation shall be used for the additional costs necessary to complete the subsurface installation. The Governmental Body shall be responsible for paying the appropriate one-time maintenance charge. However, in the event that pad-mounted equipment cannot be installed due to field conditions, the Governmental Body will not be charged the one-time maintenance fee.

    The one-time maintenance charge is calculated by multiplying the Estimated Special Facility Cost by a one-time Cost-of-Ownership factor which represents the present worth of estimated operations and maintenance expenses per dollar of facility cost. The Estimated Special Facility Cost will vary depending on the transformer size. The Estimated Special Facility Cost equals the Estimated Non-Standard Special Facility Cost minus the Estimated Standard Facility Cost. The one-time Cost-of-

Ownership factor is: ((current monthly Cost-of-Ownership factor x 12 months) x (current Present Worth Factor)). The monthly Cost-of-Ownership factor is stated in Rule 2 of PG&E's tariff. For example, based on the monthly Cost-of-Ownership factor as of January 1, 2018, the one-time maintenance charge would be (((0.53% x 12) x (14.2)) x (Estimated Special Facility Cost)). This is for example purposes only and the formula factors may change over time.

Responsibilities of PG&E:

PG&E's Electric Rule 20A sets forth a program for replacing existing overhead electric facilities with underground electric facilities subject to certain requirements. In order to implement the Electric Rule 20A program as requested by the Governmental Body, PG&E hereby agrees to:

1) Consult with the Governmental Body to confirm the requirements of Electric Rule 20A, including but not limited to holding public hearings, adoption of an ordinance or resolution, and creation of a project boundary map.
2) Prepare a base map showing the following: boundary, roads, sidewalks, curbs, property lines, buildings, existing water and sewer, easements, and any other known utilities or obstacles.
3) Upon request of the Governmental Body, initiate project design sufficient to identify trench routes and obtain any necessary easements with the express understanding that if the underground district is subsequently delayed or cancelled, PG&E shall deduct all project-related expenses, including overheads, from the Governmental Body's Electric Rule 20A allocation. If the necessary easement(s) cannot be obtained, the Governmental Body may elect to change the project scope, request redesign of the project to avoid the need for the easement(s), or request that the project be postponed.
4) If PG&E is designated as the design/trench lead, PG&E shall prepare the intent drawings, composite drawings and joint trench cost agreement for joint trench construction (costs will be shared by all joint trench participants). If an entity other than PG&E is designated as the design/trench lead, PG&E shall provide electric design to the design/trench lead agency.
5) Disclose project impacts to the existing streetlight system.
6) If PG&E is designated as the joint trench lead, provide Governmental Body with traffic control plan for PG&E construction pursuant to the California Manual on Uniform Traffic Control Devices (MUTCD) as part of the permit process.
7) Identify all locations that require an easement(s) for PG&E, prepare all necessary easement related documents, and with the cooperation of the Governmental Body (as described in item 6 of "Responsibilities of Governmental Body" above), secure easements to the satisfaction of PG&E.
8) Once the design process begins, provide a project schedule and cost updates on a quarterly basis to the Governmental Body.
9) Provide proper notification to all affected customers when electrical outages are necessary to complete project conversion to the new underground system.
10) Remove poles, portions of poles, or tenant poles from the underground district as required by the Joint Pole Utility Agreement.
11) Provide inspection services for the installation of PG&E facilities.
12) Work cooperatively with the Governmental Body concerning contaminated soils and cultural resources.
    a) Contaminated Soils. In the circumstance where contamination may be a concern, PG&E's Electric Rule 20A funds will be used for core samples to design a project to avoid environmental issues. In the event contamination is encountered that triggers federal, state, and/or local laws and regulations which restrict or prohibit further work in the trench, PG&E will suspend work in the affected area until all measures required by law have been completed by the Governmental Body or other party responsible for such contamination.
    b) Cultural Resources. In the circumstance where cultural resources are encountered that trigger federal, state, and/or local laws and regulations which restrict or prohibit further work in the trench, PG&E will suspend work and comply with the appropriate notification requirements.

13) Electric Service Panel Conversion: Governmental Body may choose for PG&E to be the lead for the panel conversion. If so, then PG&E will convert the electric service panels to accept underground services. PG&E will have its selected contractor communicate to each property owner / responsible party the plan for the trench and panel locations and reach an agreement with the property owner / responsible party before proceeding with conversion. PG&E will be responsible for any work up to and including the meter. Any additional work needed by the property owner / responsible party will be at owner's / responsible party's costs. PG&E will require its selected contractor to abide by all Governmental Body's applicable laws and regulations.

14) Subsurface Equipment: Governmental Body may request that PG&E install equipment subsurface. If PG&E agrees, then the Governmental Body's Electric Rule 20A allocation shall be used for the additional installation costs necessary to complete the subsurface installation. The Governmental Body shall be responsible for paying the appropriate one-time maintenance charge. However, in the event that pad-mounted equipment cannot be installed due to space constraints, the Governmental Body will not be charged the one-time maintenance fee.

    The one-time maintenance charge is calculated by multiplying the Estimated Special Facility Cost by a one-time Cost-of-Ownership factor which represents the present worth of estimated operations and maintenance expenses per dollar of facility cost. The Estimated Special Facility Cost will vary depending on the transformer size. The Estimated Special Facility Cost equals the Estimated Non-Standard Special Facility Cost minus the Estimated Standard Facility Cost. The one-time Cost-of-Ownership factor is: ((current monthly Cost-of-Ownership factor x 12 months) x (current Present Worth Factor)). The monthly Cost-of-Ownership factor is stated in Rule 2 of PG&E's tariff. For example, based on the monthly Cost-of-Ownership factor as of January 1, 2018, the one-time maintenance charge would be (((0.53% x 12) x (14.2)) x (Estimated Special Facility Cost)). This is for example purposes only and the formula factors may change over time.

GENERAL CONDITIONS AGREEMENT TO PERFORM WORK PURSUANT TO PG&E ELECTRIC RULE 20A – REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

I have read the above information and understand and agree with the provisions and responsibilities as described above. I understand that 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. I hereby attest, under penalty of perjury, that I am authorized to enter into this agreement on behalf of the entity indicated below.

Executed this _____day of _____20_____

City/County of:	**PACIFIC GAS AND ELECTRIC COMPANY**
_____	_____
Governmental Body	
_____	_____
Authorized by (Signature)	Authorized by (Signature)
_____	_____
Print Name	Print Name
_____	_____
Title	Title

Mailing Address

_____

_____

_____

_____

_____

_____

Sample Electric Form 79-1128 Sheet 1

Affidavit in Support of Customer Claim as Qualifying as a Small Business Customer
Under Government Code Section 14837*

Please Refer to Attached
Sample Form

AFFIDAVIT IN SUPPORT OF CUSTOMER CLAIM AS QUALIFYING AS A SMALL BUSINESS CUSTOMER UNDER GOVERNMENT CODE SECTION 14837*

I. Customer Declaration:

I, _____, state as follows:

1. I am authorized to make this declaration as the Customer ("Customer") or as an authorized representative of the Customer _____ and

2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.

3. Customer warrants that _____ qualifies as a "small business" customer, using the definition of "micro-business" as defined under California Government Code Section 14837. Section 14837 of the California Government code defines micro-business as "a small business which, together with affiliates, has average annual gross receipts of five million dollars ($5,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 25 or fewer employees." Subdivision (c) provides that "(c)"Manufacturer" means a business that meets both of the following requirements: (1) It is primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products [and] (2) It is classified between Codes 31 to 33, inclusive, of the North American Industry Classification System."*

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed this _____ day of _____, _____ at _____ , _____ [City, State]

Signature: _____
Customer or Authorized Representative of the Customer

Print Name: _____

Title: _____

II. Required Customer Information (Please Type or Print):

Name On Account: _____
Account Number(s) _____
Principal Service Address: _____
City, State, Zip: _____

III. PG&E Reply Information:

Please return the completed affidavit by United States Postal Service to:

Pacific Gas and Electric Company
Attention: Billing
PO Box 8329
Stockton, CA 95208

* See North American Industry Classification System Website, http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart_code=31&search=2007 NAICS Search

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM 79-1129 Sheet 1
SPECIAL CONTRACT FOR UNMETERED SERVICE

Please Refer to Attached
Sample Form

Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - Limited Pilot Program

This Agreement between _____ (the Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of a limited pilot program to evaluate, and provide billing adjustments to reflect actual energy used by streetlights that have been equipped with network controls that allow the lights to be dimmed under operating schedules established by the Customer.

WHEREAS, the streetlights in question are owned by the Customer and are currently served without electric meters and subject to the standard provisions of the Company's Electric Rate Schedule LS-2; and

WHEREAS, the technology available for use in remotely programmed network control systems for streetlights has advanced to the point where the systems are now capable of logging and reporting energy used by the streetlights; and

WHEREAS, the Customer and the Company agree that the current provisions of Electric Rate Schedule LS-2 do not provide sufficient flexibility to accommodate energy use adjustments for dimming schedules made possible by the use of remotely programmed network control systems; and

WHEREAS, the Company has determined that it would be impractical, and customer groups have confirmed that it would not be cost-effective, for customers to pay to install individual meters at each service delivery point for streetlights or streetlight circuits supporting controlled lights subject to this Agreement; and

WHEREAS, the Company agrees that the Customer has met the eligibility requirements to allow participation in this limited pilot program as identified in Attachment C, including the ability of the Customer's network control system to monitor, log and report energy consumption data for the controlled streetlights; and

WHEREAS, pursuant to the Company's electric Preliminary Statement Part A.6.a, the Customer and the Company agree that, in lieu of installing meters at each service delivery point, the Company shall provide unmetered electric service as provided herein.

NOW THEREFORE, in consideration of the terms and covenants contained herein, the Customer and the Company hereby agree as follows:

1. All controlled streetlights subject to this agreement will be grouped in a single Account and multiple Service Agreements for bill adjustment on an aggregated basis. The new Account will be created under Rate Schedule LS-2 (Customer Owned Street and Highway Lighting). Individual Service Agreements will be created for different lighting technologies and fixture wattages. The Service Agreements and Account will be assigned to a billing cycle according to Attachment A.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

2. The effective date for the assignment of a controlled light to the new Account and appropriate Service Agreement will be the later of the date of the control device installation as reported by the Customer, or the date the Account is established.

3. Notification to the Company of controls deployment by the Customer.

    a. The Customer shall have 5 calendar days from the installation date of any network controlled streetlight device(s) in the field to notify the Company of the installation. Data files supplying this information are to follow a format to be agreed upon between the Company and the Customer. Data files will be sent by electronic mail to a dedicated Company electronic mailbox to be specified at the time the single Account addressed in Paragraph 1 of this Agreement is established. (See pilot workflow timeline in Attachment B hereto.)

    b. For purposes of calculating the bill adjustment, installations received by the Company with dates less than 5 calendar days from the next billing cycle end date, will not be processed and adjusted in the current month's billing cycle, but will be retroactively adjusted from the install date forward in the following bill cycle.

    c. Installations provided to the Company with dates greater than five (5) calendar days since install shall receive a bill adjustment for the billing cycle in which they are received, and will include retroactively applied adjustments back to the date of installation.

4. The Company shall specify a time schedule relative to the Customer's billing schedule (i.e. within three calendar days of the end of each monthly billing cycle hereto) for lights included in this pilot program, each and every month during the pilot program the Customer must report to PG&E, by electronic mail to be sent to the Company electronic mail mailbox identified in Paragraph 3 of this Agreement, the information from the Customer's control system showing the daily energy consumed by each participating streetlight fixture operating under the control and monitoring system (both by streetlight as well as aggregated), and other data meeting the requirements/format specified in Attachment A hereto:

    a. Customer reports energy consumed by each control device, adjustment made when control device's demand exceeds 1.0 Watts

    b. Equipment Changes: For lights included in the pilot, the Customer will report all changes to lighting fixtures (fixtures added or removed, or a change in fixture size or type) within five (5) calendar days of installation to the Company electronic mail mailbox specified at the time the new single Account addressed in Paragraph 1 of this Agreement is established. The Customer will use a reconciliation spreadsheet provided by the Company to report all lighting changes. (See Attachment A). If the Customer requires that the network controlled data logger be removed from a streetlight, the Customer must notify the Company within five (5) calendar days of removal. The Company will then move this streetlight off the pilot Account and back onto regular service under Schedule LS-2.

5. Upon receipt of the Customer's monthly data, the Company will promptly perform a set of validations on the submitted data to ensure completeness and accuracy, and, if deemed usable, will utilize that data to create a credit/adjustment to the standard LS-2 tariff charges to be included in the Customer's bill on a bi-monthly basis (as set forth in Paragraph 6).

    a. If data is missing, inaccurate, or otherwise found by the Company to be unusable for this purpose (see Paragraph 8), the Company will promptly communicate that to the Customer and request re-submittal, and may take other action as specified below.

    b. If the Customer has timely submitted daily cumulative usage measurements from its network controlled data loggers, which the Company has found to be accurate and usable for this purpose, the Company will calculate the total kilowatt hour usage from the first day of the billing cycle through the last day of the billing cycle by subtraction (see Paragraph 6).

6. The Company will provide the Customer with a credit/adjustment, calculated from the validated energy measurements provided by the Customer's streetlight control and monitoring system for that month, as an adjustment to the Customer's monthly bill under the applicable LS-2 tariff energy charges. Application of the adjustment will be made every other month (bimonthly), with a monthly report to also be provided by the Company itemizing the basis for adjustment. The adjustment will appear on the bill as a lump sum adjustment to the otherwise applicable LS-2 charges. The Customer will receive adjustments starting with the date of installation or the date of onset of the pilot whichever date is later.

    a. The Company will sum the validated daily usage values in watt hours or kilowatt hours, submitted by the Customer, from the first day of the billing cycle through the last day of the two-month billing adjustment cycle to establish total usage for the period.

    b. Using the validated total kilowatt hour values, for each individual streetlight, the Company will calculate an adjustment equal to the product of the applicable LS-2 energy charge multiplied by the difference between the standard LS-2 usage (all night) and the reported usage (per dimming).

    c. The cumulative calculated adjustment for the two prior months will be displayed on the bill every other month at both the individual service agreement level (for the number of lights contained on that service agreement) and at the account level for all lights contained on that account, both of which will be single, aggregated dollar values for the combined number of control equipped lights for which the participating customer has submitted validated data.

    d. The Customer will then pay the net amount equal to the LS-2 energy charge and facility charge less or in addition to the adjustment reflecting validated streetlight operation data.

e. In addition to and shortly after the Company issues the billing statement, the Company shall also provide the Customer with a bi-monthly electronic report detailing, for each individual streetlight, the validated measured kilowatt hour usage, and the amount of the adjustment calculated, for each separate billing cycle month.

f. For any light with data receipt failure or other data issue that prevents recording or reporting of accurate usage information for a reporting period (see Paragraph 8), the base monthly LS-2 tariff rate will be applied without adjustment. If missing data is subsequently made available within the period specified in Electric Rule 17.1, billing adjustments will be made based on reported data.

g. Where a change in electric rates occurs within a reporting period, daily load information will be used to calculate adjustments based on the effective date of the rate change.

h. The cumulative calculated adjustment will be displayed on the bill every other month at both the individual service agreement level (for the number of lights contained on that service agreement) and at the account level for all lights contained on that account, both of which will be single, aggregated dollar values for the combined number of control equipped lights for which the Customer has submitted validated data. The bi-monthly adjustments will be provided to the Customer on the bills that nominally end in the following, “even numbered” months:

   i. August
   ii. October
   iii. December
   iv. February
   v. April
   vi. June

   For the other, “odd-numbered” months (July, September, November, January, March and May) the participant will be billed under Schedule LS-2 and shall timely pay its bill without a contemporaneous adjustment for any usage reductions due to streetlight dimming through the network controller.

7. During the second year of the pilot program, the Company will conduct an audit to determine whether actual, reported usage from the network control system’s data loggers is accurate. The Customer will cooperate with the Company, including but not limited to, providing data and information requested by the Company (such as any changes in operating schedule), and providing access to and the ability to test the lights, circuitry and loggers and other equipment used for the operation of the Customer's program, including information from suppliers of equipment and/or services for the Customer’s program. The Company shall provide the Customer with no less than 48 hours’ advance notice of any intended site visit. The site visit will be scheduled during the standard work week, between 8 AM and 2 PM. At its own expense, the Customer may attend and observe the field audit.

a. All pilot program participants, including the Company and the Customer, will meet after the audit to: evaluate the first year of the pilot program, discuss proposing any mid-term adjustments, and begin to discuss potential longer-term billing solutions (cost, structure, etc.), if data logger output has been found to be consistent with both Rule 17 and Direct Access standards (DASMMD). Audit requirements and basic outline are included in Attachment A.

b. At the sole discretion of the Customer, the Customer may also test data logger devices to ensure proper reporting of energy consumption (e.g. whether it is recording data to within +/- 2% accuracy). The Customer will also monitor its software reports for anomalies (e.g. system alarm and error messages). If any of the Customer's tests or monitoring ever reveals any such anomalies, within 5 days the Customer shall report such findings to the Company.

8. The following requirements are specific conditions of service required to maintain participation in the pilot program:

a. Missing, Inaccurate or Otherwise Unusable Data

i. If during monthly operation of the pilot the Company determines that more than 5% of the expected data logger readings of the electrical usage are either missing, inaccurate, or otherwise unusable, the Company will alert the Customer of the specific streetlights and records involved. If the nature of the problem is data-related, the Customer will have 5 days to provide the data in question or demonstrate that the problem is not a Customer problem. If the nature of the problem is hardware related, the Company will afford the Customer two weeks to test its equipment (control and luminaire) and review its maintenance records. The Customer shall provide the Company with the results of its test and other efforts, in writing. Until any such data-related or hardware-related problems are cured, the Company shall bill the problem service accounts at the standard LS-2 charges and fixed kilowatt hour amounts, without adjustment. When the Customer is able to demonstrate that the problem service accounts have been cured, the Company will once again adjust those bills in accordance with the data logger readings. If the Customer is able to demonstrate to the Company's satisfaction that the problem relates solely to the Company's processing of Customer data, the Company will adjust the Customer’s bill in accordance with the customer’s usage reports when the next bi-monthly bill adjustment is made.

ii. If more than 5% of the expected data logger readings continue to be missing, inaccurate or otherwise unusable for any 4 months or greater period (either consecutive or not) during any 12 month period within the pilot’s term, the Company reserves the right in its sole discretion to suspend pilot participation for the Customer. The Customer may seek reinstatement through demonstration of resolution of these deficiencies.

iii. If during monthly operation of the pilot the Company determines that less than 5% of the expected data logger readings of the electrical usage are either missing, inaccurate, or otherwise unusable, the Company will notify the Customer that they have 5 days to provide the data in question or demonstrate that the problem is not on the Customer side. During this period the Company will delay issuing the customer's adjusted bill with the expectation of data submission. If the Company has not received the requested data within this 5-day period, the Company will bill the Customer at the standard LS-2 charges and fixed kilowatt hour amounts. If the data is provided after this bill, the Company will credit the Customer in a subsequent bill. If the participant is able to demonstrate to the Company's satisfaction that that the problem relates solely to the Company's processing of the customer's data, the Company will make the adjustment for the Customer on the basis of logger readings supplied by the Customer.

iv. Should the audit reveal that, based on the Company's actual administrative costs during the audit period, the projected total pilot costs are likely to exceed $150,000 before the pilot concludes, the Company and the Customer and all other pilot program participants will reach an agreement on a cost-sharing arrangement relating to the expected administrative costs per month to participate during the remainder of the pilot. If the parties cannot agree on mutually acceptable terms for cost-sharing, the participating customers have the option of withdrawing from the pilot, and the Company has the option of suspending participation in the pilot program for such participants.

v. Within a reasonable time after completion of the audit, the Company will provide the Customer and all other pilot program participants with a status report on PG&E's actual costs for the pilot to date and its projected costs to administer the pilot for the remainder of its term. Thereafter, the Company shall provide to the Customer and all other pilot program participants, upon the request of any participant, a similar status report on total pilot costs, up to a maximum of one such report per quarter.

vi. In circumstances where pilot participants pay the Company's administrative costs after the Company's total expenditures has reached $150,000, the Company will submit to the Customer and all other participants a separate statement reflecting the agreed monthly administrative costs for that participant's continued participation in the pilot. As to any participant that does not pay such costs in a timely manner, the Company may, in its sole discretion, suspend participation for any participant and bill without adjustment under LS-2 during that period. If and when the participant later pays such costs, the Company shall resume making adjustments for the next bi-monthly adjustment period.

vii. Missing, inaccurate and unusable data on electrical consumption shall be deemed to include:

Missing: The participant did not deliver expected read(s) for a data logger in service for that streetlight.

Inaccurate: The read delivered by the participant yielded a usage value outside anticipated tolerance on high / low validation

Unusable: The read delivered by the participant was not usable in PG&E's calculation process (e.g., expected 5 dial read received 4 dial, etc.)

b. Audit Results: If the results of the Company's audit of the data loggers or readings within the Customer's system indicate that the data previously used to credit the participant was inaccurate or otherwise unusable, the Company reserves the right to suspend the pilot for the Customer, and bill the Customer at the standard LS-2 charges and fixed kilowatt hour amounts, including retroactive billing, for any period previously credited up to 3 years consistent with Company's tariffs as on file with the Commission. The Company will meet and confer with the Customer before taking this action. If the Customer is able to demonstrate, to the satisfaction of the Company, that the problem with the data logger has been corrected, and the Customer wishes to resume participation in the pilot, the Customer shall be reinstated.

c. Overall Term of Pilot Agreement: Unless otherwise terminated or suspended by operation of other provisions, the agreements under pilot program shall expire at the end of three years or when the Commission issues a final decision in Phase 2 of the Company's 2014 General Rate Case, whichever comes later.

9. The Company will provide annually, within 90 days of the end of each calendar year of the limited pilot program following the first full year of the pilot, a report of the Company's actual and projected administrative costs associated with the program in the form of an Advice Letter filed with the Commission. In the event that pilot participants pay the Company's additional administrative costs (per terms included in paragraph 8.vi. above), a breakdown of each participant's contribution will be included in the report.

10. Only duly authorized employees or agents of the Company may connect Customer's electrical loads to, or disconnect the same from, the Company's electric distribution facilities.

11. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on private property or within the public right of way.

12. Service furnished in accordance with this Agreement shall in all respects be subject to Company's applicable tariffs on file with the Commission and shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

13. Whenever Customer owned streetlights, controls or related equipment are attached to Company owned poles or facilities, all such Customer facilities shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95.

14. If, for any reason, the Customer determines that it is not in its interest to continue its participation in the pilot, the Customer retains the right to opt out subject to the following conditions. Before it may opt out, the Customer must first provide written notice to the Company of its decision to opt out, and the Company shall return all of the Customer's network controlled streetlights to their existing non-controlled light bill by lamp type and bill them under Schedule LS-2 in accordance with PG&E Rule 12 provisions for rate changes (i.e., effective the next bill cycle). If the Customer opts out of the pilot, it may not return to service under the pilot for a year, also in accordance with Rule 12. Even after opting out, the Customer shall provide the Company with requested documentation reasonably necessary for the Company to conduct an audit and evaluate the pilot.

15. The Company and the Customer will each identify an individual to serve as a primary point of contact for all issues and notices required herein, with the exception of the separately identified electronic mail box identified in Paragraph 3 and used for data reporting and equipment changes, and share with the other party appropriate contact information for the identified individual. The identity and contact information for the primary contact individual may be changed by the Company or Customer as business needs change, but appropriate contact information will be shared promptly and maintained current at all times.

16. The Customer is solely responsible for streetlight system design, maintenance and operation, including selection of light sources, illumination levels, lighting pattern layout and coverage, and for establishing, implementing and maintaining any dimming schedule used to alter streetlighting output for the purpose of saving energy.

17. The waiver by either Party of any default in the performance, or failure to insist on strict performance, by the other or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

APPROVED:

	PACIFIC GAS AND ELECTRIC COMPANY
(Customer)	

(Signature)	(Signature)
(Type/Print Name)	(Type/Print Name)
(Title)	(Title)
(Date)	(Date)

Attachment A
Attachment B
Attachment C

Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - Limited Pilot Program

ATTACHMENT A - Requirements

PG&E's Data Scheduling & Audit Requirements for Pilot Program

I. DATA SUBMITTAL REQUIREMENTS

To be eligible for streetlight control billing credits, the Customer must submit monthly data files to PG&E (based on Detailed Schedule for Data Reporting discussed in the term sheet above as well as set forth below) that each contain:

A. Mandatory Data Fields for Monthly Reporting

(i) Base Data Fields from PG&E Records -- Provided Initially by Company but Included with Each Month Report by Customer

1. PG&E Account ID: Provided for each streetlight data row

2. PG&E Service Agreement ID (SAID): Provided for each streetlight data row

3. PG&E Service Point ID: Provided for each streetlight data row

4. Streetlight ID: The current Company or Customer assigned pole number identifying streetlight(s) with controls matching Badge Number included in PG&E billing record, required condition of LS-2 service.

(ii) Data Supplied with Each Monthly Report by Customer:

1. Install Date: The date the streetlight control was installed.
2. Wattage Rating of Control: The total wattage of installed control and monitoring equipment. <Required for energy use adjustment if control does not monitor own use and if control uses more than 1.0 Watt. Will be disregarded if control tests show less than 1 watt or if control reports its own use.>
3. Lamp Wattage and Type: The type of fixture installed and wattage of the installed lamp (Company will adjust for ballast wattage if applicable, does not apply to LED or Induction).
4. Individual Day: To facilitate the most accurate possible adjustment for the customer for the measurement period, and to avoid proration issues if a rate change occurs during the quarter, data for each lamp is to be reported for each individual day within the reporting period.
5. Read Date/Time: Date (MMDDYYYY) and time (HHMMSS) of each daily read for the reporting period.
6. Period Read: Native, unaltered cumulative watt hour reading from control system for the measurement period; or native, unaltered usage value for the measurement period and all succeeding usage values for entire measurement period.
7. Equipment Changes: Customer will report any change to equipment during the period, including lamp size, fixture, or monitoring and control changes, and all information included in items 1 - 6 above.

B. PG&E Manual Adjustment of Billing -- Monthly

- Per detailed schedule in Section II, Company will calculate kWh usage for measurement period, and apply tariff charges to produce adjustment (may increase bill during winter months).
- Where report data can't be validated due to data errors, or other technical issues, the base monthly tariff billing per lamp will be billed. If missing data is subsequently made available within the period specified in Rule 17.1, billing adjustments will be made based on reported data.

Additional Required Information

1. Group or Schedule Code: If the Customer operated multiple streetlights on similar dimming schedules, providing intended operating schedule assignment in group code form for each streetlight enhances audit/data quality assurance, for verification of actual operation/use to Agency's intended use.
2. Other System Collected Data: Upon request and assuming vendor system can provide it, Company is entitled to also receive Power (wattage), calculated burn hours, amperage, and voltage for each light, as well as certain system generated status, alarm, fault, or exception telemetry that would assist PG&E in verifying data accuracy.

II. Detailed Schedule for Data Reporting (for Monthly Billing Adjustments)

1. The Company and the Customer will agree on a monthly billing cycle for the new Service Agreement and Account for lights included in this pilot program. Processes will be implemented so that billing for the new Service Agreement and account will be made based on the following schedule for each billing cycle: The Company and the Customer will agree on a monthly "Bill Cycle." The Bill Cycle will be established, corresponding to PG&E metered account bill cycles, where the period covered by the cycle will be approximately 30 days, and may vary from 27 to 33 days.

2. Following the close of the "Billing Window" (see 4 below) of the prior month Bill Cycle, Company will place a "hold" on the account so that a standard automatic calculation of billing based on standard LS-2 lamp rates will not be performed.

3. For inclusion of newly retrofit lamps in the adjustment for the current "Bill Cycle" Customer must report changes by close of business on the fifth (5th) calendar day prior to the last day of the Bill Cycle. (For example, if the last day of the Bill Cycle is April 19th, the last day for the Customer to be able to report a change is April 15th.)

4. The "Billing Window" for the Account and Service Agreement will be 10 days, and will start on the closing day of the Bill Cycle.

5. Customer must report data from its control and monitoring system to Company within 1 day of the close of the Bill Cycle.

6. Company will perform data validation processing and adjustment calculations, and provide the Customer with notification of missing or unusable data (if any) within the next 5 days. The close of business on the 5th day following submission of Customer data (the sixth day of the Billing Window) is the deadline for any adjustments to data, and standard LS-2 energy charges will apply for any light for which usable data is not received.

7. One day prior to the close of the Billing Window, Company will release the "hold" placed on the account so that billing may proceed.

8. The bill for the Account and Service Agreement included in the pilot program will be produced and mailed within 2-3 days of the close of the Billing Window.

III. AUDIT REQUIREMENTS

During pilot's second year, Company will audit data logging/reporting accuracy, including but not limited to the following:

1. Customer will provide appropriate vendor documentation, such as specification sheets, applicable certification testing and compliance documentation, 3rd party evaluations, etc., for each vendor technology. This will also include any data security studies and documentation detailing system data integrity features and performance.
2. Company will require a small number (to be determined and agreed upon later) of samples of each vendor control and monitoring technology for testing by Company.
3. Customer will provide, at Company's request, periodic on-site access to vendor system during the audit period to verify that system-resident readings for selected streetlight sample agrees with submitted readings.
4. Company may field-verify a sample of installed fixtures during the audit period to ensure a) fixture type and wattage agrees with the Customer's data file, and b) existence of control/monitoring devices there.
5. Company shall evaluate whether the network control system's data loggers meet utility revenue quality standards under both Rule 17 and the Direct Access standards (DASMMD).

After audit is complete, all participants will meet to:

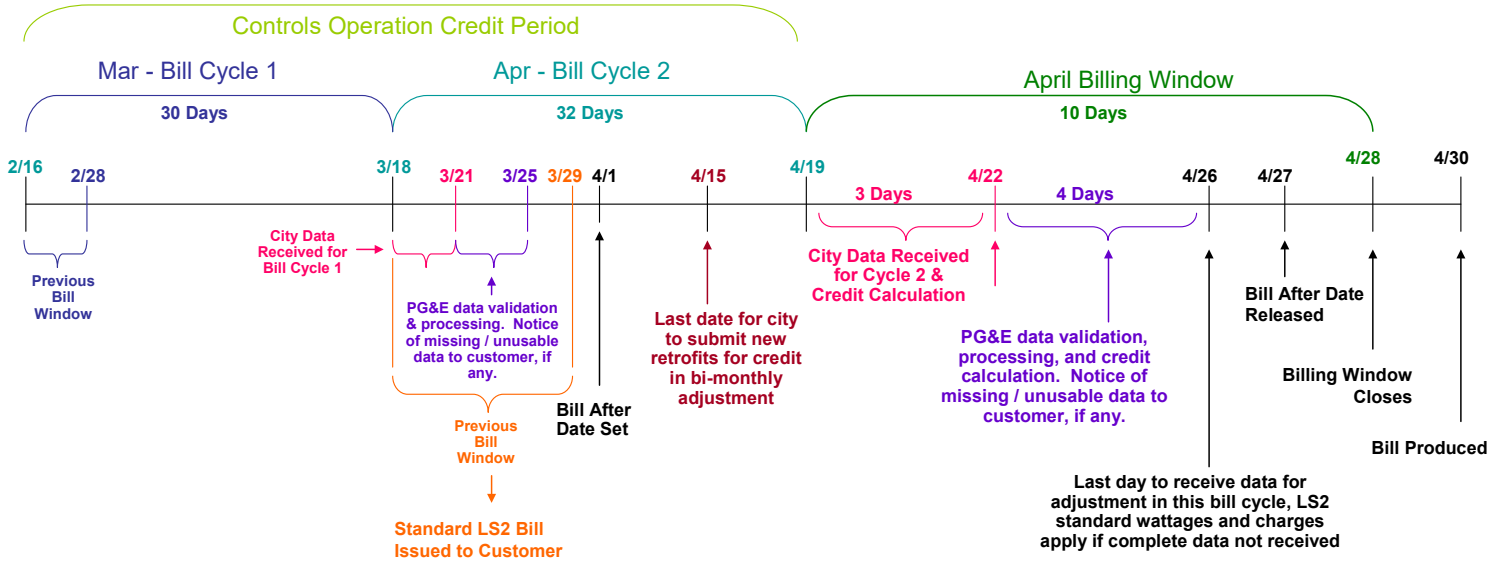
- Evaluate the first year of the pilot program
- Discuss proposing any mid-term adjustments to the pilot, and
- Begin to discuss potential longer-term billing solutions, the nature of which will depend on whether the data loggers have been found to meet both Rule 17 and Direct Access standards (DASMMD).

Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - Limited Pilot Program

ATTACHMENT B - Network Controlled Dimmable Streetlight Pilot Timeline

Bi-Monthly Processing Timeline for Controls Credit

Example: February to March 2011 Controls Operation, with Retroactive Credit Applied in April 2011 Bill Statement.



Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - Limited Pilot Program

Pacific Gas and Electric Company

ATTACHMENT C

Customer Eligibility Requirements for Pilot Program

Eligibility for Participation

A limited number of Customers (no more than five) may participate in the pilot, subject to the following eligibility requirements:

A. In consideration of their significant efforts and expenditures of resources to develop this pilot, and to move forward with network controlled streetlights, the Cities of San Jose and Oakland will receive the first two reservations to participate, subject to their meeting all of the other eligibility requirements below. The three remaining slots shall be available to all other eligible potential Customers as of the date the CPUC approves this pilot program.

B. A Customer may secure a "reservation" for one of five slots for potential participation in the pilot program as follows:

1. During its process of preparing and issuing an RFP, each potential Customer, other than San Jose or Oakland, must contact Company to confirm whether there are still any of the remaining three of the total of five pilot reservation slots potentially available.

2. Once that potential Customer receives a proposal or proposals in response to its RFP or RFB that would enable it to purchase equipment that would result in installation by December 31, 2012 of network control systems for at least 300 networked streetlights (or the difference between the number of networked streetlights previously installed and 300), that potential Customer shall provide written notice to Company attaching the response(s) to its RFP or RFB. Company shall review the responses to RFP or RFB to evaluate whether they have met the requirements set forth in this section (including project installation timeline and minimum number of networked streetlights), and confirm in writing within 14 calendar days of receipt that that potential Customer has qualified to reserve one of the 5 total pilot slots. Reservations will be issued on a first-come-first-served basis. If a potential Customer satisfies all of the above requirements, but its notice is received by Company after five slots have been reserved by other jurisdictions, it shall be placed on the waiting list in the order received and Company shall notify it that it has qualified for the waiting list and inform it of its waiting list number.

3. Each potential Customer who has secured a reservation must, within 90 days of receiving Company's notification of reservation, provide Company with written notice that it has executed a contract with a vendor to install equipment that would result in at least 300 networked streetlights (or the difference between the number of networked streetlights previously installed and 300) by December 31, 2012, and attach to such notice a copy of that contract. Company shall, within 14 calendar days of receipt of such contract, review it and provide notice to the potential Customer as to whether it has qualified as a pilot participant.

4. If the potential Customer does not fully execute a contract within 90 days of receiving Company's notification of its reservation in the pilot program, or if Company determines that its contract could not result in installation of equipment that would result in at least 300 networked streetlights (or the difference between the number of networked streetlights previously installed and 300) by December 31, 2012, that potential Customer shall lose its reservation and be placed on the end of the pilot waiting list, and Company would invite the next potential participant who can meet these requirements to complete the reservation process.

5. Each Customer that has received a slot in the pilot must still meet all other eligibility requirements set forth herein. If, at any time during the pilot, Company determines that a Customer does not meet all eligibility requirements, Company shall provide a notice of ineligibility to that Customer specifying each and every requirement it has been found not to meet. If it cannot document that it has cured and now meets each and every such eligibility requirement within 60 days of such notice, it shall be removed from the pilot program.

6. Once a potential Customer has been provided notice that is has qualified for a slot as one of the total of no more than 5 pilot participants, even if that Customer later becomes ineligible or opts out of further participation, its slot in the pilot cannot later be filled by any other potential participant from the waiting list.

7. The enrolled Customers in the pilot program as of December 31, 2012 shall be the only participants eligible for the pilot, and there shall be no further admittances to the program from the waiting list.

C. Each Customer who has qualified for one of the five pilot slots must have installed equipment that equips at least 300 public streetlights with a working remote control/monitoring system before December 31, 2012; and

D. Each Customer's and potential Customer's control/monitoring system must include revenue-grade data loggers capable of meeting Rule 17 and Direct Access (DASMMD) standards for operational accuracy; and

E. Each Customer and potential Customer must inform Company in writing how many new lights it plans to include in the pilot as it makes that determination. Customers will provide more specific information on the streetlights as they are installed, including, but not limited to: the model and manufacturer of the light and monitor/control system as well as the energy consumption of the monitor/control device (*See also*, Paragraph 3 of the Agreement); and

F. All other non-streetlight or parasitic load must be accounted for and billed under separate agreements; and

G. Each control device must record its own usage, or, per agreement, for total device demand greater than one watt, the participating Customer and Company may determine the estimated usage of each device and agree to a fixed adjustment in advance; and

H. To be eligible to for participation in the pilot the potential Customer must also meet the following initial technology qualifications:

I. Otherwise eligible Customers that have not issued an RFP before this agreement was reached must first, as part of their RFP process:

1. Arrange for each network control system vendor finalist to do a proof of concept demonstration of its network control technology with Company, and

2. Produce and provide to Company before selection of final vendor:

   a) A test export of usage data that meets Company's data requirement specifications as set forth below. Company will consider utilizing industry standard communications protocols, such as EDI or IEC-CIM, after conclusion of the pilot and when a new rate schedule is implemented; and

   b) Vendor documentation substantiating network control system data logger accuracy within +/- 2 percent, consistent with Rule 17 and the Direct Access Standards (DASMMD); and

   c) Documentation showing that there will be a vendor/manufacturer warranty or other enforceable contractual provision that ensures the network control system would be judged to have failed and be eligible for replacement if it does not perform to within +/- 2% throughout the pilot period.

3. Otherwise eligible Customers that have completed their purchasing process before this settlement agreement was executed shall work with Company and shall ensure that the above technical qualification provisions do not pose a barrier to participation in the pilot.

4. The provision of information to Company under this initial technology qualification section for the pilot program does not insert Company as an evaluator of finalists for the RFP itself, rather if the potential participant, who is still solely responsible for its own RFP process, selects a vendor that does not meet the above technical qualification provisions, it does so at its own risk of non-eligibility for the pilot program.

Electric Sample Form 79-1130 Sheet 1

Request to Opt-out of / Opt-in to Compensation for Surplus Electricity

Please Refer to Attached
Sample Form

Request to Opt-out of / Opt-in to Compensation for Surplus Electricity*

Thank you for participating in the Net Energy Metering (NEM) program.
Because you generated more electricity than you used over your true-up period, you are eligible to receive payment for the surplus electricity.

Please select one of the options below. Fill out this form completely, sign it, and return it to the Pacific Gas and Electric Company using one of the methods listed at the bottom of this form.

Participation Options

☐ I choose not to participate in the NEM compensation program. I understand that I will not receive payment for any surplus electricity on my NEM True-up Statements. This election will remain in effect until I let PG&E know otherwise by resubmitting this form.

☐ I previously opted out of the NEM compensation program. Please re-enroll me in the program so that I can receive payment for the surplus electricity on my next NEM True-up Statement. This election will remain in effect until I let PG&E know otherwise by resubmitting this form at least 30 days in advance of my next true-up month.

My PG&E electric ten digit account ID is _____
(This can be found on the first page of your NEM Electric Statement)

Address (associated with the account ID above)

City, State, Zip

Phone Number

Signature of PG&E NEM customer
(whose name appears on the bill)

Print name of PG&E NEM customer **Date**

Mail to:
Pacific Gas And Electric Company
Attention: Billing / NSC Opt-out
Mail Code B12C
P.O. Box 770000
San Francisco, California 94177

Scan and Email to:
paymentopt-out@pge.com

Fax to:
415-973-5155

For Questions

Contact the Solar Customer Service Center at 1-877-743-4112.

*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
† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

CDG-1011-1109

Automated Document, Preliminary Statement Part A Electric Sample Form Number 79-1130 Advice 4350-G/6050-E Date Filed February 2021

ELECTRIC SAMPLE FORM 79-1131 Sheet 1

NEMV APPLICATION AND INTERCONNECTION AGREEMENT FOR A SOLAR (PV) OR WIND GENERATING FACILITY OF 1 MW OR LESS

Please Refer to Attached Sample Form

Pacific Gas and Electric Company®

NEMV

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

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

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

of all eligible Benefitting Accounts (as defined in Schedule NEMV) of the past year but with a maximum total size of no larger than one MW or 1,000 kW (Renewable Electric Generation Facility) that is located at a Single Delivery Point[1] with other individually metered PG&E Benefitting Accounts the will be allocated the benefits of the Renewable Electric Generation Facility as described in NEMV, that meets all the applicability requirements in Schedule NEMV, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System.

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

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

Guidelines and Steps for Interconnection

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

B. NEM Transition

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

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

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

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

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

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

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

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

Contractor	Company Name	
Mailing Address		
City	State	Zip
Business Phone	Fax	Email

❑ This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.

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

Contact Person	Company Name	
Mailing Address		
City	State	Zip
Business Phone	Fax	Email

❑ This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.

By checking the boxes above and signing this agreement, Owner authorizes PG&E to release information to the contact(s) named above regarding Owner's usage and billing information, Renewable Electric Generation Facility location, size and operational characteristics as requested in the course of this interconnection process. PG&E is granted permission to share information with authorized recipients for a period of **two years** from the date this agreement is received by PG&E. Contact(s) are also authorized to make changes to rates and metering arrangements that may result in charges to Owner. Should Owner wish to select a different authoriziaton period, Owner may utilize the *Authorization to Received Customer Information or Act on a Customr's Behalf*, which may be found at:
https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1095.pdf.

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

Part II – Selecting the Study Process

Please check one:

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

Part III – Requirements for Interconnection

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

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

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

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

Meter Access

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

Smart Inverters

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

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

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at 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 Owner upon request by PG&E in accordance with PG&E's Electric Rule 21.

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

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

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

(c) the Owner provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application1[2] no later than March 31, 2018, or

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

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

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

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

Document and Fee Requirements

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

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

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

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

Agreement Package:

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

Required Documents for New Applicants:

1. A completed copy of this **Agreement, including completed Appendices A, B and C**. ***Please note***: the Owner's name (as identified in Part I, Section D) must be the same name as on the PG&E bill. In this Agreement, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Benefitting accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Benefitting accounts will be defaulted to Rate Schedule E-1, for residential accounts, A-1 or B-1 for general service accounts (unless required to be on a mandatory rate schedule such a E-19, B-19, E-20 or B-20), and AG-1 or AG-A1 for agricultural rates when establishing how Owner's Benefitting Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

2. A **single-line diagram** showing Owner's actual installation of his/her Renewable Electric Generation Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all generators, circuit breakers and other protective devices of the Renewable Electric Generation Facility, the general location of the Owner's loads relative to the Renewable Electric Generation Facility, and the interconnection with PG&E's Distribution System. The diagram must include the following information:

   a. A description and location of the visible, lockable **AC disconnect switch**.

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

   b. A description of the specific **inverter**(s) used to control the interconnection between PG&E and the Renewable Electric Generation Facility, including rating, brand name, and model number. Only CEC-certified inverters[3] will pass the requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.

   c. A complete description of the **generating equipment Owner plans to install**. The description must include the photovoltaic panel or wind turbine manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below).

   d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker.** The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.

   e. PG&E requires **a generation output meter.** The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information. NEMV customers may be able to combine the generator output meter with an incentive meter. See Schedule NEMV for details and the cost.

3. **Site Diagram** – The site diagram must show the building or buildings at the same Service Delivery Point that will be included as part of the NEMV Arrangement that meets the single Service Delivery Point requirement in the

[3] The CEC's eligible equipment list can be found under the CSI heading at: https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists

Applicability Section of NEMV, the meter locations, and denote where the Renewable Electric Generation Facility will be located and interconnected.

4. Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEMV Generating Facility location:

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

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

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

   Insuring Company's Name: _____

   Insurance Policy # _____

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

5. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**

6. Schedule NEMV may include charges where applicable, including but not limited to that in Special Conditions: 1 (metering), 2 (one-time set-up or modification charges) and/or 3 (demand credit set-up charges).

7. **Appendix C Site Assessment Documentation** as described in the cover sheet for Appendix C.

Internet Agreement Forms

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

Part IV – General Facility

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

Date: _____

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

❑ Yes

If yes, specify what kind of generator _____

❑ No

C. Are there any possible generator meter access issues?

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

❑ Locked Room/Gate	❑ Meter located inside of facility/residence
❑ Unrestrained animal at meter or AC disconnect switch location	❑ Other (Please explain) _____ _____

❑ No

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

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

❑ Yes

If yes, what program are you on? _____

❑ No.

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

❑ Yes

❑ No. Reason: _____

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

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

❑ Yes

❑ No. Reason: _____

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

Location: _____

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

❑ Yes - What restriction? _____

❑ No.

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

❑ Yes

❑ No. Reason: _____

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

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

❑ Yes.

❑ No.

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

- ❑ Yes - Describe:_____ _____
- ❑ No.

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

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

- ❑ Yes - Describe:_____ _____
- ❑ No.

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

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

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

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

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

Duration _____

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

- ❑ Yes
- ❑ No

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

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

- ❑ Yes
- ❑ No

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

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

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

B. Inverters interconnected with PG&E

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

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

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

C. Photovoltaic Generator Equipment

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

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

D. Wind Turbine Equipment (if applicable)

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

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

E. Service Panel Short Circuit Interrupting Rating

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

F. Maximum 3-Phase Fault Current Contribution

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

---

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

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

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

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

G. Notices - Mailing Instructions and Assistance:

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

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

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

H . Governing Law

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

I . Term of Agreement

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

J . Governing Authority

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

K. Appendix A, Appendix B and Appendix C

Attached to this agreement are:

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

Owner Name (Please Print): _____

(Signature): _____ Date:_____

Title: _____

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

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

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

Section 1 Instructions

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

Owner Name	Address	Date

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

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

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

Please note for each row:

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

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

Section 2

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

Project Identification Number _____ (for PG&E's use only) Account List - Appendix A, Section 2 Page _____ of _____

Is this a reallocation of an existing NEMV Arrangement? __ Yes ___ N

Please complete this agreement in its entirety

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

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

Address of Generator _____

_____

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

1) the Generator Account associated with this NEMV agreement is sized to offset no more than part or all of the annual usage (kWh) requirements of all the Benefitting Accounts in this NEMV Arrangement, and

2) the Eligible Allocation Percentage established for <u>each</u> Benefitting Account in Appendix A is sized to offset no more than part or all or the annual usage (kWh) requirement for that specific Benefitting Account.

Signed, _____, Owner, on date: _____

Owner's Name (printed) _____

<u>Please complete this agreement in its entirety</u>

Appendix C – Generator Interconnection Point Documentation

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

Applicant attaches the following Documentation:

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

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

Electric Sample Form No. 79-1131-02 Sheet 1

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

Please Refer to Attached Sample Form

Pacific Gas and Electric Company®

NEM2V

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

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

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

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

requirements of all eligible Benefitting Accounts (as defined in Schedule NEM2V) of the past year (Renewable Electric Generation Facility) that is on a single Premises, as defined in Electric Rule 1 [1] with other individually metered PG&E Benefitting Accounts the will be allocated the benefits of the Renewable Electric Generation Facility as described in NEM2V, that meets all the applicability requirements in Schedule NEM2V, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Electric System.

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

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

B. Guidelines and Steps for Interconnection

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

[1] From Electric Rule2, a PREMISES is defined as all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served..

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

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

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

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

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

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

Contractor		Company Name
Mailing Address		
City	State	Zip
Business Phone	Fax	Email

❑ This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.

Please complete this agreement in its entirety

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

Contact Person	Company Name	
Mailing Address		
City	State	Zip
Business Phone	Fax	Email

❑ This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.

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

https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1095.pdf.

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

Part II – Selecting the Study Process

Please check one:

❑ Fast Track Process

❑ Detailed Study (not typical)

- Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

Part III – Requirements for Interconnection

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

Permission to Interconnect

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

Safe Operation of the Renewable Electric Generation Facility

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

Interconnections on PG&E's Secondary Network

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

Meter Access

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

Smart Inverters

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

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

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at 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 Owner upon request by PG&E in accordance with PG&E's Electric Rule 21.

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

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

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

(c) the Owner provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application[2] no later than March 31, 2018, or

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

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

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

[2] A complete application consists all of the following without deficiencies:
1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Owner final inspection clearance from the governmental authority having jurisdiction over the generating system.

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

Document and Fee Requirements

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

Stale Agreements

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

CEC Listed

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

Interconnection Fees

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

A. Agreement Package:

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

Required Documents for New Applicants:

1. A completed copy of this **Agreement, including completed Appendices A, B and C**. ***Please note***: the Owner's name (as identified in Part I, Section D) must be the same name as on the PG&E bill. In this Agreement, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Benefitting accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Benefitting accounts will be defaulted to Rate Schedule E-1, for residential accounts, A-1 or B-1 for general service accounts (unless required to be on a mandatory rate schedule such a E-19, B-19, E-20 or B-20), and AG-1 or AG-A1 for agricultural rates when establishing how Owner's Benefitting Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.
2. A **single-line diagram** showing Owner's actual installation of his/her Renewable Electric Generation Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all generators, circuit breakers and other protective devices of the Renewable Electric Generation Facility, the general location of the Owner's loads relative to the Renewable Electric Generation Facility, and the interconnection with PG&E's Electric System. The diagram must include the following information:

   a. A description and location of the visible, lockable **AC disconnect switch**.

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

b. A description of the specific **inverter**(s) used to control the interconnection between PG&E and the Renewable Electric Generation Facility, including rating, brand name, and model number. Only CEC-certified inverters[3] will pass the requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.

c. A complete description of the **generating equipment Owner plans to install**. The description must include the photovoltaic panel or wind turbine manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below).

d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker.** The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.

e. PG&E requires **a generation output meter.** The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information. NEM2V customers may be able to combine the generator output meter with an incentive meter. See Schedule NEM2V for details and the cost.

3. **Site Diagram** – The site diagram must show the building or buildings on a single Premises that will be included as part of the NEM2V Arrangement that is located on a single Premises and satisfies the requirements in the Applicability Section of NEM2V, the meter locations, and denote where the Renewable Electric Generation Facility will be located and interconnected.

4. Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEM2V Generating Facility location:

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

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

   ❑ I **have** insurance. I hereby certify that there is presently insurance coverage in the amount of $_____ for the Schedule NEM2V Generating Facility location.

   Insuring Company's Name: _____

   Insurance Policy # _____

   ❑ I **do not** have insurance. I hereby certify that there is presently $0 (zero) dollars of insurance for the Schedule NEM2V Generating Facility location.

5. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**

[3] The CEC's eligible equipment list can be found under the CSI heading at: https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists

6. Schedule NEM2V may include charges where applicable, including but not limited to that in Special Conditions: 1 (metering), 2 (one-time set-up or modification charges) and/or 3 (demand credit set-up charges).
7. **Appendix C Site Assessment Documentation** as described in the cover sheet for Appendix C.

Internet Agreement Forms

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

Part IV – General Facility

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

Date: _____

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

❑ Yes
If yes, specify what kind of generator _____

❑ No

C. Are there any possible generator meter access issues?

❑ Yes If yes, check all that apply:

❑ Locked Room/Gate	❑ Meter located inside of facility/residence
❑ Unrestrained animal at meter or AC disconnect switch location	❑ Other (Please explain) _____ _____

❑ No

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

Qualified Customers are eligible for the same demand response programs and solar tariffs as NEM customers. Demand response payments to Qualified Customers will be based on the Qualified Customer's metered usage disregarding any contributions from virtually net-metered generation. Similarly, any other demand response programmatic elements that are affected by a customer's load (e.g., program eligibility) should also exclude from consideration any impacts of NEM2V generation.

❑ Yes **If yes,** what program are you on? _____

❑ No.

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

❑ Yes

❑ No. Reason: _____

If after review of a customer's NEM2V application PG&E determines a site assessment is essential, then PG&E may conduct a site assessment. Please note that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.

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

❑ Yes

❑ No. Reason: _____

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

Location: _____

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

- ❑ Yes - What restriction? _____
- ❑ No.

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

- ❑ Yes
- ❑ No. Reason: _____

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

- ❑ Yes.
- ❑ No.

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

- ❑ Yes - Describe:_____ _____
- ❑ No.

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

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

- ❑ Yes - Describe:_____ _____
- ❑ No.

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

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

Mon Tues Wed Thu Fri Sat Sun
(circle day of week)

____:_____AM / PM___
(enter time & circle AM or PM)

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

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

Duration _____

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

- ❑ Yes
- ❑ No

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

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

- ❑ Yes
- ❑ No

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

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

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

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

B. Inverters interconnected with PG&E

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

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

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

C. Photovoltaic Generator Equipment

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

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

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

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

2						

D. Wind Turbine Equipment (if applicable)

List the wind turbine information requested below. If there is more than one wind turbine of the same type, list the total capacity connected to each inverter you listed in B) above. Write NONE if the inverter is incorporated in the wind turbine and no inverter is required.

No.	Wind Turbine Manufacturer	Wind Turbine Model	Wind Turbine Nameplate Rating kW (per unit)[6]	Wind Turbine CEC Rating (kW) per unit	Quantity of Wind Turbines	Total Capacity (kW)[7]	Turbine Output Voltage	Single or Three Phase	Inverter number from (B) above (1 or 2)
1									

E. Service Panel Short Circuit Interrupting Rating

For systems larger than 10 kW, what is the short circuit interrupting rating (SCIR) rating of the service panel connected to this generating facility? _____

F. Maximum 3-Phase Fault Current Contribution

What is the maximum 3-phase fault current that will be contributed by the Generating Facility to a 3-phase fault at the Point of Common Coupling (PCC)? (If the Generating Facility is single phase in design, please provide the contribution for a line-to-line fault). _____ Amps

G. Notices - Mailing Instructions and Assistance:

When this agreement has been completed it should be e-mailed, along with the required attachments, to the email address below. Any applicable fee payments shall be mailed to:

Payment USPS Mail	Payment Overnight Mail
USPS Mail: PG&E CFM/PPC Department P.O. Box 997340 Sacramento, CA 95899-7340	Overnight Mail: PG&E/Customer Fund Management Payment Processing Center 885 Embarcadero Drive West Sacramento, CA 95605

Phone calls and questions may be directed to the Generation Interconnection Services' hotline at: 415-972-5676 or an electronic application may be submitted to NEMVGen@pge.com

H . Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

I . Term of Agreement

After receipt of all applicable fees, required documents, and this completed Agreement, this Agreement shall become effective on the date of PG&E issues the permission to operate letter. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEM2V.

[6] For all generation equipment ratings, please use the nameplate rating found on the equipment or in the equipment specifications.

[7] The total capacity is the PV panel (or wind turbine) rating times the quantity.

J . Governing Authority

This contract shall at all times be subject to such changes or modification by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

K . Warranties or Service Agreements

Customer-Generator certifies as a part of this interconnection request for NEM2 that (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

L. Appendix A, Appendix B and Appendix C

Attached to this agreement are:

- *Appendix A - Designation of NEM2V Generating Account and Benefitting Accounts and their respective Eligible Energy Credit Allocation*
- *Appendix B – Owner Affidavit Warranting That NEM2V Arrangement Is Sized to Load;* and
- *Appendix C – Generator Interconnection Tie-in Point Documentation*

Owner Name (Please Print): _____

(Signature): _____ Date:_____

Title: _____

A copy of this signed agreement should be retained with the "Permission to Operate" letter to confirm project approval.

Appendix A – Designation of NEM2V Generating Account and Benefitting Accounts and Their Respective Eligible Energy Credit Allocation

Project Identification Number _____ (for PG&E's use only)

Section 1 Instructions

a. Complete the section below (this information must match the Owner information on the associated *Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less Serving Multi-Tenant And Multi-Meter Property* for the same NEM2V Renewable Electric Generation Facility.

Owner Name	Address	Date

b. Is this an application to establishing the Annual Eligible Energy Credit Allocation for a new NEM2V Arrangement or for a change to the Allocation for an existing NEM2V facility, as described in either NEM2V Special Condition 2 or 3(g)?

❑ This application is for an allocation for the initial, new NEM2V Arrangement:
❑ This application is for a reallocation for an existing NEM2V Arrangement:

c. Please use the attached Appendix A, Section 2 page to list all Benefitting Accounts in the Arrangement that will be taking service on NEM2V. Alternatively, an Applicant may fill out the table below in a digital format (i.e. spreadsheet) and supply that along with the application and agreement to NEMVGen@pge.com The Benefitting Accounts must be associated with the same Generator Account and all must satisfy the applicable single Premises requirements in the NEM2V Applicability Section to be Eligible for Schedule NEM2V.

Please note for each row:

- **Account Type** – (required) – The Generator Account row should be completed for the pertinent information for each column indicated; the Benefitting Account rows should be complete for the pertinent information for each column indicated. If there are more Benefitting Accounts than will fit on one page please use additional sheets as required and number pages accordingly.
- **Account Address – (**required) -- Provide an address, including unit / apartment number, for all Accounts (for the Generator Account you may use the street address of the building upon which the generator will be installed).
- **Occupant's / Owner's Name** – (required) - For the Generator Account enter the Owner's name; for all Benefitting accounts enter the name of the occupant or PG&E customer name for that location.
- **PG&E Meter Number – (**required) **-** Enter the PG&E Meter Numbers for the all benefitting accounts.
- **Otherwise Applicable Rate Schedule** – required -- Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for the Generator Account and all Benefitting Accounts.
- **Eligible Allocation Percentage – (**required) -- For each Benefitting Account listed, enter the Eligible Allocation Percentage to two decimal places. The Eligible Energy Allocation Percentage for each Benefitting Account should be established so that the annual kilowatt hours allocated offsets no more than part or all of the customer's own annual electrical requirements. The total of all Benefitting Account Eligible Allocation Percentages in Appendix A for this NEM2V Arrangement must equal exactly 100%. If Owner is changing the Eligible Allocation Percentage on an existing NEM2V Arrangement, please list all allocations to confirm they add up to 100% and **circle** the changed allocations.
- **Designated Unallocated Credit Account** "system operator/qualified customer" has the option to designate the disposition of unallocated credits to either: the Common Area Account, or one Benefiting Account. In the NEM2V tariff this is referred to as the "Default Account."
- **Appendix A, Section 2 Page Numbers –** In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2, Account List. (Start with Page 1 and do not count the page numbers for this instruction page. Also indicate on one of the pages if the allocation is for a new Arrangement or an existing Arrangement).

If Owner would like billing data from a Benefiting Account in order to verify the credit allocation they need the Benefitting Account customer's consent. To facilitate this process, here is a link to the *Authorization to Receive Customer Information or Act Upon a Customer's Behalf*: https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1095.pdf - (Form 79-1095) that would need to be submitted to PG&E prior to release of the Benefitting Account customer's billing data to the Owner.

Pacific Gas and Electric Company	**NEM2V** *Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less*

Section 2

Account Type	**Account Address** *(required field)* **(for Generator Account use street address for building with generator account)**	**Occupant's Name,** *(Required field)* **(Generator Accounts *should be under the Owner's Name*** **Please use name listed on PG&E Account bill)**	**PG&E Meter Number** *(Required field)*	**Otherwise Applicable Rate Schedule** *(Required field)*	**Eligible Allocation Percentage** (*required* – to 2 decimal places, the sum of all Benefitting Account Allocation must total 100%. For changes to Existing NEM2V Arrangements, list all percentages but circle all changed percentages)	**Designated Unallocated Credit Account** (optional – check one Common Area or Benefiting Account to receive unallocated credits)
Generator Account						
Benefitting Accounts						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

Project Identification Number _____ (for PG&E's use only) Account List - Appendix A, Section 2 Page _____ of _____

Is this a reallocation of an existing NEM2V Arrangement? __ Yes ___ N

Please complete this agreement in its entirety

Appendix B – Owner Affidavit Warranting That NEM2V Arrangement Is Sized to Load

Project Identification Number _____
(for PG&E's use only)

Address of Generator _____

_____

In accordance with Schedule NEM2V, I, Owner warrant that:

1) the Generator Account associated with this NEM2V agreement is sized to offset no more than part or all of the annual usage (kWh) requirements of all the Benefitting Accounts in this NEM2V Arrangement, and

2) the Eligible Allocation Percentage established for <u>each</u> Benefitting Account in Appendix A is sized to offset no more than part or all or the annual usage (kWh) requirement for that specific Benefitting Account.

Signed, _____, Owner, on date: _____

Owner's Name (printed) _____

<u>Please complete this agreement in its entirety</u>

Appendix C – Generator Interconnection Point Documentation

[PG&E to attach current copy or web link providing PG&E's standards and requirements for Virtual Net Metering and PG&E EGI contact information when sending this form to Applicant].

Applicant attaches the following Documentation:

- the single line diagram to illustrate connection with the selected option provided in the Metering Standard
- the switchgear, switchboard, or main panel cut-sheets/shop drawings detailing the bussing, any modifications, clearances, and proposed point of interconnection. The proposal must include a signed PE stamp and modifications must be certified by the manufacturer or a qualified third party
- pictures of the point of interconnection (see safety "Note" below).
- the meter socket cut-sheets of the net generation output meter socket
- additional material as specified by PG&E

Note: If after review of a customer's NEM2V application PG&E determines a site assessment is needed, then PG&E may conduct a site assessment. Owners are reminded that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.

Electric Sample Form No. 79-1136 Sheet 1

PG&E INTERCONNECTION AGREEMENT FOR AN EXISTING SMALL GENERATING FACILITY INTERCONNECTING TO THE DISTRIBUTION SYSTEM UNDER RULE 21

Please Refer to Attached Sample Form

PG&E

Interconnection Agreement

For an Existing Small Generating Facility

Interconnecting to the Distribution System

Under Rule 21

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

PG&E Interconnection Agreement for an Existing Small Generating Facility Connecting to the Distribution System, Under Rule 21

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Attachment 1 – Glossary of Terms

Attachment 2 – Description of costs of the Generating Facility, Interconnection Facilities, Metering Equipment,, and Distribution System Upgrades

Attachment 3 – Description of Generating Facility And Single-line Diagram (Provided by Interconnection Customer)

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Attachment 5 – Additional Operating Requirements for the Distribution Provider's Distribution System and Affected Systems Needed to Support the Interconnection Customer's Needs

Attachment 6 – Distribution Provider's Description of Its Upgrades and Cost Responsibility

PG&E Interconnection Agreement for an Existing Small Generating Facility Connecting to the Distribution System, Under Rule 21

This Interconnection Agreement ("Agreement" or "Interconnection Agreement For An Existing Small Generating Facility") is made and entered into this _____day of _____ _____, by **PACIFIC GAS AND ELECTRIC COMPANY** ("Distribution Provider"), and _____ ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Distribution Provider Information

[Contact Information to be supplied]

Interconnection Customer Information

[Contact Information to be supplied]

Interconnection Customer Application No:

PG&E Log ID _____Queue# _____-RD

WHEREAS, the effective date of the Qualifying Facility and Combined Heat and Power Program Settlement Agreement ("QF Settlement") is expected to be November 23, 2011;

WHEREAS, Interconnection Customer has a net capacity of 20 MW or less and is already interconnected to the Distribution System ("Existing Small Generating Facility");

WHEREAS, Interconnection Customer is a Qualifying Facility ("QF") selling all of its exports to the grid to the Distribution Provider under a power purchase agreement ("PPA") entered into pursuant to the Public Utility Regulatory Policies Act of 1978 ("PURPA");

WHEREAS, the Parties' existing PURPA PPA will terminate and be replaced with another PURPA PPA; and

WHEREAS, the Parties' existing interconnection agreement will be extinguished with the termination of the existing PURPA PPA and the Parties desire to replace it with this Agreement;

THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1. Applicability

This Agreement shall be used for the Interconnection of an Existing Small Generating Facility that has a net capacity of 20 MW or less, and is already interconnected to the Distribution System as a QF selling all of its exports to the grid to the Distribution Provider under a PURPA PPA that will expire on _____ (date) and thereafter will be replaced with another PURPA PPA with the Distribution Provider.

1.2. Purpose

This Agreement incorporates in its entirety the Distribution Provider's California Public Utilities Commission ("CPUC") approved Electric Rule 21 ("Rule 21"), subject to any modifications the CPUC may direct in the exercise of its jurisdiction. This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, the Distribution Provider's Distribution System. In the event of inconsistency between this Agreement and the terms of Rule 21, the provisions of the latter shall control.

1.3. No Agreement to Purchase or Deliver Power

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity.

1.4. Limitations

Nothing in this Agreement is intended to affect any other agreement between the Distribution Provider and the Interconnection Customer.

1.5. Responsibilities of the Parties

1.5.1. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2. The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3. The Distribution Provider shall construct, operate, and maintain its Distribution System, Transmission System and Interconnection Facilities, Distribution Upgrades and Network Upgrades in accordance with this Agreement, and with Good Utility Practice.

1.5.4. The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Distribution Provider or any Affected Systems. The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Provider's Interconnection Handbook, the terms in this Agreement shall govern.

1.5.5. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Distribution Provider and the Interconnection Customer, as appropriate, shall provide Interconnection

Facilities that adequately protect the Distribution Provider's Distribution and Transmission Systems, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.5.6. The Distribution Provider shall coordinate with all Affected Systems to support the interconnection.

1.5.7. The Interconnection Customer shall maintain QF status during the term of this Agreement.

1.6. Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable balancing authority area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in Rule 21 or by the applicable system operator(s) for the Distribution Provider's Distribution Systems and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7. Metering

The Interconnection Customer shall be responsible for the Distribution Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements. Nothing in this provision replaces or alters the metering requirements in the Interconnection Customer’s PPA.

1.8. Reactive Power

1.8.1. The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and Small Generating Facility shall be capable of operating within a power factor range from 0.9 leading to 0.9 lagging unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive

power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider's Distribution System.

1.9. Capitalized Terms

Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

1.10 Smart Inverters

For Interconnection Customer applications received on or after September 9, 2017, the Interconnection Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Interconnection Customer's inverter. Interconnection Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Interconnection Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Interconnection Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at http://www.gosolarcalifornia.org/equipment/inverters.php.)

Verification of compliance with such requirements shall be provided by the Interconnection Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:.

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Interconnection Customer has submitted the interconnection application prior to September 9, 2017,

(c) the Interconnection Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application[1] no later than March 31, 2018, or

(d) the Interconnection Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Interconnection Customer replacing an "existing inverter" certifies it is being replaced with either:

(i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or

(ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1. Equipment Testing and Inspection

2.1.1. Pursuant to Rule 21, the Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities. The Interconnection Customer shall notify the Distribution Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Distribution Provider may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Distribution Provider a written test report when such testing and inspection is completed.

2.1.2. The Distribution Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written

[1] A complete application consists all of the following without deficiencies:
1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Distribution Provider final inspection clearance from the governmental authority having jurisdiction over the generating system

test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Distribution Provider of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2. Authorization Required Prior to Parallel Operation

2.2.1. The Distribution Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Distribution Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Distribution Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2. The Interconnection Customer shall not operate its Generating Facility in parallel with the Distribution Provider's Distribution System without prior written authorization of the Distribution Provider. The Distribution Provider will provide such authorization once the Distribution Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3. Right of Access

2.3.1. Upon reasonable notice, the Distribution Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Distribution Provider at least five Business Days prior to conducting any on-site verification testing of the Generating Facility.

2.3.2. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Distribution Provider shall have access to the Interconnection Customer's premises for any

reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3. Each Party shall be responsible for its own costs associated with following this article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1. Effective Date

This Agreement shall become effective upon execution by the Parties or the termination of Interconnection Customer's existing interconnection agreement.

3.2. Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of _____ from the Effective Date or such other longer period as Parties may agree and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3. Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1. The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider 20 Business Days written notice.

3.3.2. Either Party may terminate this Agreement after Default pursuant to article 7.6. In addition, the Distribution Provider may terminate this Agreement if Interconnection Customer fails to maintain its QF status for the term of this Agreement or upon termination of Interconnection Customer's PURPA PPA.

3.3.2.1. Interconnection Customer is responsible for maintaining its QF status and must notify Distribution Provider sixty (60) days in advance of Interconnection Customer failing to maintain its QF status, selling to a third-party, or termination of its PURPA PPA. If Interconnection Customer fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental

Authority or the California Independent System Operator Corporation ("CAISO"), including penalties incurred by the Distribution Provider, as a result of this failure to notify the Distribution Provider.

3.3.3. Upon termination of this Agreement, the Generating Facility will be disconnected from the Distribution Provider's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.

3.3.4. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5. This provisions of this article shall survive termination or expiration of this Agreement.

3.3.6. If the Generating Facility no longer falls within the scope and description provided in Section 1.1 of this Agreement, this Agreement is terminated.

3.4. Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1. Emergency Conditions - "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the Distribution Provider's Interconnection Facilities or any Affected Systems; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Distribution Provider may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Distribution Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The

Interconnection Customer shall notify the Distribution Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Distribution Provider's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2. Routine Maintenance, Construction, and Repair

The Distribution Provider may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Distribution Provider's Distribution System when necessary for routine maintenance, construction, and repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Distribution Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3. Forced Outages

During any forced outage, the Distribution Provider may suspend interconnection service to effect immediate repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Distribution Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4. Adverse Operating Effects

The Distribution Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Distribution Provider's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Distribution Provider may

disconnect the Generating Facility. The Distribution Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5. Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Distribution Provider before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Distribution System and/or Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Distribution Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.4.6. Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Distribution Provider's Distribution System and/or Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1. Interconnection Facilities

4.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

4.1.2. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection

Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.

4.2. Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1. Applicability

No portion of this Article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2. Network Upgrades

The Distribution Provider or the Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne initially by the Interconnection Customer.

5.3. (Intentionally Omitted).

5.4. Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility..

Article 6. Billing, Payment, Milestones, and Financial Security

6.1. Billing and Payment Procedures and Final Accounting

6.1.1. The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.2. Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than an Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

Article 7. Assignment, Liability, Indemnity, Uncontrollable Force, Consequential Damages, and Default

7.1. Assignment

This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

7.1.1. Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Distribution Provider of any such assignment;

7.1.2. The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Distribution Provider of any such assignment.

7.1.3. Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2. Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3. Indemnity

7.3.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3. If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the

indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4. If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

7.4. Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5. Uncontrollable Force

7.5.1. As used in this article, an Uncontrollable Force shall mean “any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force Event does not include an act of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force.”

7.5.2. If an Uncontrollable Force Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Uncontrollable Force Event ("Affected Party") shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Uncontrollable Force Event. The notification must specify in reasonable detail the circumstances of the Uncontrollable Force Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Uncontrollable Force Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Uncontrollable Force Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6. Default

7.6.1. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2. If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

8.1. 8.1 General Liability and Additional Insurance

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in California. Certification that such insurance is in effect shall be provided upon request of the Distribution Provider, except that the Interconnection Customer shall show proof of insurance to the Distribution Provider no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2. Maintenance of Insurance

The Distribution Provider agrees to maintain general liability insurance or self-insurance consistent with the Distribution Provider's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Distribution Provider's liabilities undertaken pursuant to this Agreement.

8.3. Notification

The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

9.1. Definition of Confidential Information

Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

9.2. Treatment of Confidential Information

Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1. Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

9.2.2. Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

Article 10. Disputes

10.1. Dispute Resolution

Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

Article 11. Taxes

11.1. Applicable Tax Laws and Regulations

The Parties agree to follow all applicable tax laws and regulations, consistent with Internal Revenue Service requirements.

11.2. Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's

tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4. Waiver

12.4.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5. Entire Agreement

This Agreement, including all Attachments, and any incorporated tariffs or Rules, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8. Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9. Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12. CPUC Modifications

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

12.13. Review of Records and Data

12.13.1. Distribution Provider shall have the right to review and obtain copies of Interconnection Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnection Customer's Generating Facility or its interconnection with Distribution Provider's Distribution System.

12.13.2. The Interconnection Customer authorizes the Distribution Provider to release to the California Energy Commission ("CEC"), the CAISO and/or the CPUC information regarding the Generating Facility, including the Interconnection Customer's name and location, and the size, location and operational characteristics of the Generating Facility, as requested from time to time pursuant to the CEC's, CAISO's or CPUC's rules and regulations.

Article 13. Notices

13.1. General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national currier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

[Contact Information to be supplied]

If to the Distribution Provider:

[Contact Information to be supplied]

13.2. Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer:

[Contact Information to be supplied]

Distribution Provider:

[Contact Information to be supplied]

13.3. Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

[Contact Information to be supplied]

If to the Distribution Provider:

[Contact Information to be supplied]

13.4. Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

[Contact Information to be supplied]

Distribution Provider's Operating Representative:

[Contact Information to be supplied]

13.5. Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

(Interconnection Company Name)	***(Distribution Provider Company Name)***
(Signature)	***(SIGNATURE)***
(Print Name)	***(PRINT NAME)***
(Title)	***(TITLE)***
(Date)	***(DATE)***

Attachment 1

Glossary of Terms

Affected System – An electric system other than the Distribution Provider's Distribution System that may be affected by the proposed interconnection, including but not limited to the Transmission System.

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day – Monday through Friday, excluding Federal Holidays.

Contact Information – Contact Information will include the name of business, contact name, business address including city, state and zip, phone number, e-mail address, and any other pertinent information that may be required to communicate with the Parties.

Default – The failure of a breaching Party to cure its Breach under the Interconnection Agreement For An Existing Small Generating Facility.

Distribution Owner – The entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Interconnection Agreement For An Existing Small Generating Facility to the extent necessary.

Distribution Provider – The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity and provides distribution service to the Interconnection Customer. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

Distribution System – Those non- California Independent System Operator Corporation ("CAISO") transmission and distribution facilities owned, controlled and operated by the Distribution Provider that are used to provide distribution service, which facilities and equipment are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility. Distribution Upgrades do not include Interconnection Facilities.

Generating Facility – The Interconnection Customer's device for the production of electricity identified in Attachment 2 of the Interconnection Agreement For An Existing Small Generating Facility, but shall not include the Interconnection Customer's Interconnection Facilities.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Distribution Provider, or any Affiliate thereof.

Interconnection Customer – Any entity, including the Distribution Provider, the Distribution Owner or any of the affiliates or subsidiaries of either, that interconnected its Generating Facility with the Distribution Provider's Distribution System. The definition of "Interconnection Customer" in this Agreement is intended to be identical to and used interchangeably with the definition of "Producer" in Rule 21.

Interconnection Facilities – The Distribution Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Handbook - A handbook, developed by the Distribution Provider and posted on the Distribution Provider's website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Provider's Interconnection Handbook, the terms in this Agreement shall govern.

Network Upgrades – Additions, modifications, and upgrades to the Distribution Provider's Transmission System required at or beyond the point at which the Distribution System connects to the Distribution Provider's Transmission System to accommodate the interconnection of the Generating Facility to the Distribution Provider's Distribution System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, CAISO, balancing authority area, or the Distribution Provider's requirements, including those set forth in the Interconnection Agreement For An Existing Small Generating Facility.

Party or Parties – The Distribution Provider, Distribution Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Distribution Provider's Distribution System.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement For An Existing Small Generating Facility, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Transmission System – Those facilities owned by the Distribution Provider that have been placed under the CAISO's operational control and are part of the CAISO Grid.

Upgrades – The required additions and modifications to the Distribution Provider's Distribution System and Transmission System, at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Attachment 2

Description of the Generating Facility, Interconnection Facilities, Metering Equipment and Distribution System Upgrades

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

Attachment 3

Description Of Generating Facility And Single-Line Diagram, (Provided by Producer)

Attachment 4

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

	Milestone	Date	Responsible Parties

Agreed to by:

For the Distribution Provider:

_____ Date _____

For the Transmission Owner (if applicable):

_____ Date _____

For the Interconnection Customer:

_____ Date _____

Attachment 5

Additional Operating Requirements for the Distribution Provider's Distribution System, and Affected Systems Needed to Support the Interconnection Customer's Needs

The Distribution Provider shall also provide requirements that must be met by the Interconnection Customer for parallel operation with the Distribution Provider's Distribution System.

Attachment 6

Distribution Provider's Description of its Upgrades and Cost Responsibility

The Distribution Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related. Alternatively, Attachments 2 and 6 can be combined in order to accommodate incorporation of the Interconnection Customer's existing agreement (i.e., Special Facilities Agreement or SFA) for the financing and ownership of facilities for this interconnection.

Electric Sample Form 79-1137 Sheet 1

Interconnection Agreement for Net Metering for a Renewable Electrical Generation Facility of 1,000 kW or Less, Except Solar Or Wind

Please Refer to Attached Sample Form

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

This *Interconnection Agreement for Net Energy Metering for a Renewable Electrical Generation Facility of 1,000 kW or Less, Except Solar Or Wind* (Agreement)[1] is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NEM (if this is a NEM Solar or Wind Generating Facility, please use form 79-978) (Generating Facility) in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E's electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components, and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Distribution System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

[1] Additional forms are available on PG&E's website at http://www.pge.com/gen).

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 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 application[2] 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.

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 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.

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 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 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, the following insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

(a) Two million dollars ($2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or

(b) One million dollars ($1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or

(c) Five hundred thousand dollars ($500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;

(d) Two hundred thousand dollars ($200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

(a) Add PG&E as an additional insured;

(b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

(c) Contain a severability of interest clause or cross-liability clause.

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Generation Interconnection Services- Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX: (_____) _____

11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.

11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

	PACIFIC GAS AND ELECTRIC COMPANY
Customer-Generator's Name	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

APPENDIX A
DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)

APPENDIX B
(If Applicable)
Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)

Appendix C

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:

☐ biomass	☐ geothermal	☐ municipal solid waste
☐ solar thermal	☐ fuel cell	☐ landfill gas
☐ small hydroelectric generation	☐ ocean wave	☐ digester gas
☐ ocean thermal	☐ 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

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: _____

Date: _____

Appendix D

NEM LOAD AGGREGATION APPENDIX

(If Applicable)

Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

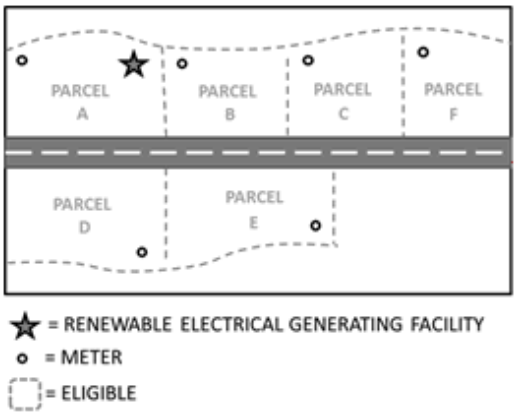
In accordance with Schedule NEM, I, Customer-Generator represent and warrant under penalty of perjury that:

1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and

2) Each of the aggregated account meters associated with this NEM generator account are located either:

(i) on the property where the renewable electrical generation facility is located, or

(ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name	*Signature*
Date	*Type/Print Name*
	Title

Automated Document, Preliminary Statement A

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 NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY 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).

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 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 application[2] no later than March 31, 2018, or

[2] A complete application consists all of the following without deficiencies:
1. A completed Interconnection Application including all supporting documents and required payments, (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.

(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.

(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

provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities* (Form 79-974-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND* (Form 79-1137-02); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

6.4 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.

6.5 Applicant certifies as a part of each interconnection request for NEM2 that

(i) a warranty of at least 10 years has been provided on all equipment and on its installation, or

(ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

7. INTERCONNECTION FACILITIES

7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.

7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.

7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually 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 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.

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

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.

	PACIFIC GAS AND ELECTRIC COMPANY
(Customer-Generator's Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

APPENDIX A

DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)

APPENDIX B (If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)

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:

☐ biomass	☐ geothermal	☐ municipal solid waste
☐ solar thermal	☐ fuel cell	☐ landfill gas
☐ small hydroelectric generation	☐ ocean wave	☐ digester gas
☐ ocean thermal	☐ 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

❑ 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: _____

Appendix D

NEM2 LOAD AGGREGATION APPENDIX

(If Applicable)

Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

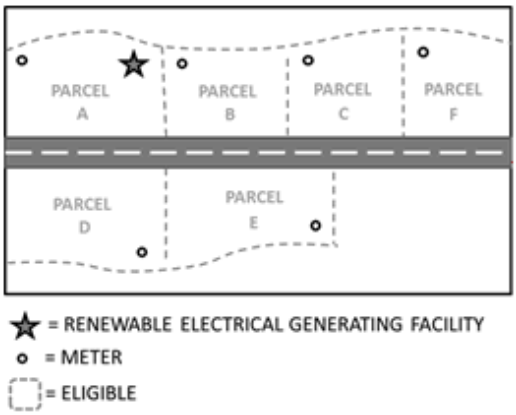
In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and

2) Each of the aggregated account meters associated with this NEM2 generator account are located either:

(i) on the property where the renewable electrical generation facility is located, or

(ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name	*Signature*
Date	*Type/Print Name*
	Title

Electric Sample Form 79-1138 Sheet 1

Power Purchase and Sale Agreement - Contract for Eligible CHP Facilities With a Power Rating of Less Than 500 kW

Please Refer to Attached Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:
- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ _____

REFERENCE:
_____
_____
_____
_____
_____

POWER PURCHASE AND SALE AGREEMENT

CONTRACT FOR ELIGIBLE CHP FACILITIES WITH A POWER RATING OF LESS THAN 500 KW

PREAMBLE

This Power Purchase and Sale Agreement (this "Agreement") by and between [Buyer's name], a California corporation ("Buyer"), and [Seller's name], a [Seller's form of business entity and state of registration] ("Seller"), is dated as of [Date of execution] (the "Effective Date"). Buyer and Seller are sometimes referred to in this Agreement individually as a "Party" and jointly as the "Parties." Unless the context otherwise specifies or requires, initially capitalized terms used in this Agreement have the meanings set forth in Exhibit A. Exhibits A through G inclusive are hereby incorporated into and made a part of this Agreement.

RECITALS

A. On June 26, 2008, the CPUC opened Rulemaking 08-06-024 to implement Assembly Bill 1613 (codified in California Public Utilities Code Section 2840 et. seq.), which establishes the Waste Heat and Carbon Emissions Reductions Act (the "Act").

B. Buyer is required to offer this Agreement to Seller in order to fulfill its obligations under the Act and the Decisions issued in Rulemaking ("R.") 08-06-024 ("AB 1613 Decisions"), and Seller desires to accept such offer and enter into this Agreement.

The Parties, intending to be legally bound, agree as follows:

{Buyer Comment: If the Term is greater than or equal to five years and if the Generating Facility provides baseload generation, before executing this Agreement, Seller must provide to Buyer documentation evidencing its compliance with the Greenhouse Gas Emissions Performance Standard set forth in D.07-01-039 and in subsequent CPUC rulings implementing D.07-01-039, and with any subsequent CPUC-established precondition to the execution of this Agreement.}

ARTICLE ONE. SPECIAL CONDITIONS

1.01 Term. The term of this Agreement (the "Term") commences on [Date] (the "Term Start Date") and ends on [Date] (the "Term End Date"). The Term Start Date must be on the first day of a calendar month. If the Generating Facility is (a) a New Eligible CHP Facility, the Term Start Date must occur within 18 months of the Effective Date, or (b) an Existing Eligible CHP Facility, the Term Start Date must occur within 6 months of the Effective Date. Subject to the limitation set forth in the immediately preceding sentence, Seller may change the Term Start Date set forth in this Section 1.01 by providing Notice to Buyer at least three months before such Term Start Date. The Term must be no less than one year and no more than 10 years.

1.02 Generating Facility. The name of the Generating Facility is [Generating Facility name], which is [a New Eligible CHP Facility] [an Existing Eligible CHP Facility], and which is further described in Exhibit G. The Generating Facility is located at [Generating Facility address], which must be located within Buyer's service territory.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

1.03 As-Available Contract Capacity; Power Rating. The As-Available Contract Capacity equals [___] kW. (The As-Available Contract Capacity must be less than 500 kW.) The Power Rating of the Generating Facility must be less than 500 kW. Seller has no obligation under this Agreement to produce or deliver firm energy or capacity.

1.04 Site Host Load. The Site Host Load is expected to equal, on average, [___] kW. The amount of electric energy to be used to serve the Site Host Load is expected to equal, on average, [___] kWh per Term Year, which amount may change from time to time; *provided, however*, that the As-Available Contract Capacity shall always be less than 500 kW.

1.05 Expected Term Year Energy Production. The Expected Term Year Energy Production for each Term Year equals [___] kWh. The actual energy production of the Generating Facility may change from time to time; *provided, however*, that the Expected Term Year Energy Production may not exceed the As-Available Contract Capacity at 100% capacity factor applied over the Term Year.

1.06 Delivery Point. The delivery point is the point where Seller's facilities connect with facilities owned by Buyer (the "Delivery Point"). Seller shall convey to Buyer and Buyer shall accept the Power Product at the Delivery Point. Title to and risk of loss related to the Power Product shall transfer from Seller to Buyer at the Delivery Point. Buyer shall pay any transmission or distribution costs, exclusive of line losses (if any) and interconnection costs, to deliver the power from the Delivery Point to the point of interconnection between the Buyer's distribution or transmission facilities and the CAISO- Controlled Grid (Interconnection Point); Seller shall be responsible for interconnection costs, including necessary facility upgrades (consistent with Applicable Laws and the Interconnection Agreement) and any line losses from the Delivery Point to the Interconnection Point. Any line losses incurred or avoided from the Delivery Point to the Interconnection Point shall be determined as part of the interconnection process.

1.07 Power Product Prices.

(a) Monthly Contract Payment for the Power Product shall be calculated in accordance with Exhibit B.

(b) If the Generating Facility is interconnected pursuant to a FERC-jurisdictional interconnection tariff and Seller is not yet able to provide Resource Adequacy Benefits in compliance with applicable CPUC and CAISO Resource Adequacy requirements, pending Seller's provision of such benefits the Monthly Contract Payment for Power Product shall be calculated in accordance with Exhibit B(1).

(c) A Generating Facility subject to paragraph 1.07(b) that becomes able to provide Resource Adequacy Benefits in compliance with applicable CPUC and CAISO Resource Adequacy requirements shall provide Buyer with written notice and reasonable evidence thereof.

(d) Starting on the first day of the calendar month following the date on which notice was given pursuant to subsection 1.07(c), Seller shall be paid the monthly contract price for the Power Product as set forth in Exhibit B.

1.08 Scheduling Coordinator. Buyer may elect to become the Scheduling Coordinator under this Agreement by providing 30 days prior notice to Seller. If Buyer elects to become the Scheduling Coordinator under this Agreement, Buyer shall take all steps necessary to be authorized as the Scheduling Coordinator during the Term (or remaining portion thereof, as applicable) and Seller shall cooperate with Buyer in good faith to assure that Buyer is authorized as the Scheduling Coordinator during the Term (or remaining portion thereof, as applicable). If Buyer elects to become the Scheduling Coordinator under this Agreement, in accordance with Section 4.01, Buyer shall invoice to Seller and set off against future payments to Seller a fee (the "SC Set-Up Fee") equal to the costs Buyer incurs as a result of the Generating Units or the Generating Facility

registration, as applicable, as well as installation, configuration, and testing of all equipment and software necessary, in Buyer's sole discretion, to Schedule the Generating Unit or the Generating Facility, as applicable. Such Buyer's invoice to Seller shall provide a detailed accounting of all costs and charges encompassed in the SC Set-Up Fee. The actual cost will be a simple pass-through to Seller of Buyer's actual costs. If Buyer elects to become the Scheduling Coordinator under this Agreement, Buyer estimates that the SC Set-up Fee for this Agreement will equal $2,000.00 or less.

1.09 GHG Emissions Allowances. Seller elects one of the following: ___(a) ___(b), provided however, that this Section 1.09 shall not be applicable when the Monthly Contract Payment is calculated in accordance with Exhibit B (1).

(a) Seller shall manage its own GHG Emissions Allowances and request reimbursement from Buyer for such GHG Emissions Allowances in accordance with Section 3.03; or

(b) To have Buyer purchase GHG Emissions Allowances on behalf of Seller upon the CPUC's issuance of guidelines on the mechanics of Buyer's obligations to purchase GHG Emissions Allowances pursuant to CPUC Decision 09-12-042 (as modified by CPUC Decisions 10-04-055, 10-12-055, and 11-04-033). Until such time, Seller shall manage its own GHG Emissions Allowances and request reimbursement from Buyer for such GHG Emissions Allowances in accordance with and subject to the requirements of Sections 3.03(b) and (c).

1.10 Decertification from AB 1613 Program. In the event of Seller's default pursuant to Section 6.01(b)(vi) due to CEC decertification under the Public Utilities Code 2843, so long as at the time of default, Seller demonstrates qualifying facility status under PURPA and notwithstanding Section 2.02(b), upon termination of this Agreement, Seller's continued conveyance of Power Product and acceptance of payment shall constitute Seller's acceptance of any applicable mandatory must-purchase contract available to qualifying facilities under PURPA. Seller shall be paid the short run avoided cost rate for energy and as-available capacity applicable under such contract at the time of decertification.

ARTICLE TWO. SELLER'S SATISFACTION OF OBLIGATIONS; TERMINATION

2.01 Seller's Satisfaction of Obligations before the Term Start Date. Before the Term Start Date, Seller must demonstrate to Buyer that Seller has satisfied all of the requirements necessary for Seller to Operate the Generating Facility in accordance with the terms of this Agreement (including Section 7.10), Applicable Law, the CAISO Tariff (to the extent applicable), and any other applicable tariff, legal, and regulatory requirements.

2.02 Termination Rights of the Parties.

(a) Termination Rights of Seller. Seller has the right to terminate this Agreement on Notice if Seller's Site Host relocates its business outside the State of California or terminates its business operations in California; *provided, however*, that if Seller terminates this Agreement in accordance with this Section 2.02(a), Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity, or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one year from the effective date of such termination. The termination of this Agreement becomes effective five Business Days after Seller delivers such Notice.

(b) Event of Default. Except as provided in Section 1.10, in the event of an uncured Event of Default or an Event of Default for which there is no opportunity for cure permitted in this Agreement, the Non-

Defaulting Party may, at its option, terminate this Agreement as set forth in Section 6.03 and, if the Non-Defaulting Party is Buyer, then Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one year following the date of such termination.

(c) End of Term. This Agreement terminates at midnight of (i) the Term End Date, or (ii) a termination date agreed to in writing by the Parties.

(d) Rights and Obligations Surviving Termination. The rights and obligations of the Parties that are intended to survive a termination of this Agreement are all such rights and obligations that this Agreement expressly provides survive such termination as well as those rights and obligations arising from either Parties' covenants, agreements, representations or warranties applicable to, or to be performed, at, before or as a result of the termination of this Agreement.

ARTICLE THREE. SELLER'S OBLIGATIONS

3.01 Conveyance of the Product. During the Term, Seller shall provide and convey the Product to Buyer in accordance with the terms of this Agreement, and Buyer shall have the exclusive right to the Product. Seller shall, at its own cost, take all reasonable actions and execute all documents or instruments that are reasonable and necessary to effectuate the use of the Green Attributes, Capacity Attributes and Resource Adequacy Benefits for Buyer's benefit throughout the Term.

3.02 Resource Adequacy. In accordance with Public Utilities Code section 2841(f), Seller grants, pledges, assigns and otherwise commits to Buyer the generating capacity of the Generating Facility to the extent necessary in order for Buyer to count such generating capacity to meet its Resource Adequacy obligations under any Resource Adequacy Ruling. Seller shall comply with CPUC and CAISO requirements to provide Resource Adequacy Benefits; provided however,

(i) If such requirements could interfere with the Operations of Seller, Seller shall be entitled to challenge such requirements with the CPUC or other relevant agency. Absent a ruling or other action granting a stay, Seller's compliance shall be required pending resolution of the challenge.

(ii) If Seller interconnects the Generating Facility pursuant to a non-FERC-jurisdictional interconnection tariff, Seller shall not be required to provide Resource Adequacy Benefits, and Buyer's total obligation to obtain Resource Adequacy Benefits pursuant to the Resource Adequacy Rulings with respect to the service area of Buyer will be decreased by the Generating Facility's generating capacity, provided that, if the outcome of any CPUC proceeding requires Seller to obtain a deliverability study, Seller shall promptly obtain such deliverability study and provide it to Buyer upon the completion of such deliverability study.

(iii) Following the outcome of the distribution interconnection issues proceeding (R.11-09-011), the Resource Adequacy proceedings (R.09-10-032), and any future CAISO stakeholder process addressing deliverability, a deliverability study may be required for all AB 1613 resources. The CPUC has reserved the right to require appropriate amendments to this Agreement as necessary to address full capacity deliverability issues. The Parties agree to comply with any such CPUC requirement.

3.03 GHG Emissions Compliance Costs.

(a) Direct GHG Compliance Costs.

(i) During the Term, Buyer shall reimburse Seller for any Direct GHG Compliance Costs, other than GHG Emissions Allowances, which are separately addressed in the sections below, attributable to the Generating Facility for GHG emissions associated with the Power Product, within forty-five (45) days of Buyer's receipt from Seller of documentation, in form and substance acceptable to Buyer, establishing that:

(1) Seller is actually liable for the Direct GHG Compliance Costs for GHG emissions attributed to the Power Product; and

(2) Direct GHG Compliance Costs were imposed upon Seller by an authorized Governmental Authority with jurisdiction to impose Direct GHG Compliance Costs where the Generating Facility is located, or which otherwise has jurisdiction over Seller or the Generating Facility.

(ii) Buyer is not liable for reimbursement to Seller for Direct GHG Compliance Costs for GHG emissions associated with the Power Product if the GHG emissions for which Seller seeks reimbursement exceed the GHG Emissions Cap and based on the actual delivered Power Product.

(iii) The Generating Facility's GHG emissions shall be allocated between the useful thermal output, the electricity consumed on-site, and the exported Power Product based on the relative BTU content of the end product consistent with Form CEC-2843, as amended.

(b) GHG Allowance Costs. Buyer shall bear the cost of GHG Emissions Allowances for GHG emissions attributable to the Generating Facility and associated with the Power Product through either reimbursement, or direct procurement, as indicated at Section 1.08, provided that:

(i) Seller is actually required to procure such GHG Emissions Allowances for GHG emissions attributed to the Power Product;

(ii) Such GHG Emissions Allowances compliance requirements were imposed upon Seller by an authorized Governmental Authority with jurisdiction to impose GHG Emissions Allowances requirements where the Generating Facility is located, or which otherwise has jurisdiction over Seller or the Generating Facility;

(iii) The Generating Facility's GHG emissions, less any Free Allowance for which the Generating Facility is eligible, shall be allocated between the useful thermal output, the electricity consumed on-site, and the exported Power Product based on the relative BTU content of the end product consistent with Form CEC-2843, as amended;

(iv) Buyer's responsibility for GHG Emissions Allowances is limited to GHG emissions associated with the Power Product for which the Seller or the Generating Facility was not eligible to receive Free Allowances; and

(v) Buyer's responsibility for GHG Emissions Allowances will not exceed the GHG Emissions Cap based on the actual delivered Power Product.

(c) Reimbursement of Seller for GHG Emissions Allowances. If Seller has elected to manage its own GHG Emissions Allowances in Section 1.09, then, during the Term, Buyer shall reimburse Seller to the extent of Buyer's responsibility for GHG Emissions Allowances in accordance with Section 3.03(b) ("applicable quantity") within forty-fine (45) days of Buyer's receipt from Seller of documentation, in form and substance acceptable to Buyer, requesting reimbursement. If the CPUC has specified an index for use in determining the price to be paid for GHG Emissions Allowances, in no event shall Buyer's total payment to Seller for the applicable quantity exceed the total payment that would be due to Seller if the applicable quantity were purchased at the index price at the relevant time period.

(d) Buyer's Purchase of GHG Emissions Allowances. If Seller has elected to have Buyer purchase GHG Emissions Allowances for the Generating Facility in Section 1.09, then, during the Term and upon the CPUC's issuance of guidelines on the mechanics of Buyer's obligations to purchase GHG Emissions Allowances pursuant to the AB 1613 Decisions, Buyer shall purchase GHG Emissions Allowances for Seller for the applicable quantity for the remainder of the Term in accordance with and subject to such guidelines, as may be revised from time to time.

(e) This Section 3.03 shall not be applicable during any portion of the Term during which the Monthly Contract Payment is calculated in accordance with Exhibit B (1).

3.04 Exclusive Rights. Notwithstanding anything to the contrary in this Agreement, as of the Effective Date and until the Term End Date, Seller may not use, provide or convey any of the Product to any Person other than Buyer.

3.05 Site Control. Within 60 days of the Effective Date and until the Term End Date, Seller shall have Site Control.

3.06 Permits. Seller shall obtain and maintain all Permits necessary for the Seller to Operate the Generating Facility and to deliver electric energy from the Generating Facility to the Delivery Point.

3.07 Interconnection. Seller shall, at its own cost, obtain and maintain all interconnection rights and an interconnection agreement and any related Governmental Authority approval(s) required to enable interconnection with Buyer's electric system and Parallel Operation of the Generating Facility.

3.08 CAISO Relationship. If Seller is interconnected pursuant to a FERC-jurisdictional interconnection tariff, then Seller shall comply with all applicable provisions of the CAISO Tariff, including securing and maintaining in full force all CAISO agreements, certifications and approvals required in order for the Generating Facility to comply with the CAISO Tariff.

3.09 Generating Facility Modifications. Seller shall provide at least 30 days advance Notice to Buyer before making any material modification to the Generating Facility, which Notice will include a description of any change in actual energy production of the Generating Facility and in the Site Host Load anticipated as a result of the modification. Notwithstanding the foregoing, Seller shall make no modification to the Generating Facility that would prevent Seller from complying with the terms of this Agreement.

3.10 Metering.

(a) CAISO-Approved Meter. Seller shall, at its own cost, install, maintain and test the CAISO-Approved Meter pursuant to the CAISO Tariff or other applicable metering requirements, and each CAISO-Approved Meter shall have net energy capability as required under Public Utilities Code Section 2840.2(b)(2).

(b) Check Meter. Buyer may, at its sole cost, furnish and install one or more Check Meters, as applicable, on the high voltage side of the substation associated with the Generating Facility or, if there is not enough space at such substation to install the Check Meter, any other location mutually agreeable to the Parties. The Check Meter shall be interconnected with Buyer's communication network to permit (i) periodic, remote collection of revenue quality meter data, and (ii) back-up real time transmission of operating-quality meter data through the Telemetry System. Buyer shall test and recalibrate the Check Meter at least once every Term Year. The Check Meter will be locked or sealed, and the lock or seal may only be broken by a Buyer representative. Seller has the right to be present whenever such lock or seal is broken. Buyer shall replace the Check Meter battery at least once every 36 months; *provided, however*, if the Check Meter battery fails, Buyer shall promptly replace such battery.

(c) Use of Check Meter for Back-Up Purposes. Buyer may compare the Check Meter data to the CAISO-Approved Meter data. If the deviation between the CAISO-Approved Meter data (after adjusting for any compensation factors introduced by the CAISO into the CAISO Approved Meter) and the Check Meter data for any comparison is greater than 0.3%, Buyer shall provide Notice to Seller of such deviation and the Parties shall mutually arrange for a meter check or recertification of the Check Meter or CAISO-Approved Meter, as applicable. Each Party shall bear its own costs for any meter check or recertification. Testing procedures and standards for the Check Meter will be the same as for a comparable Buyer-owned meter. Seller shall have the right to have representatives present during all such tests. For the avoidance of doubt, the Check Meter is intended to be used for back-up purposes in the event of a failure or other malfunction of the CAISO-Approved Meter, and Check Meter data shall only be used to validate the CAISO-Approved Meter data and, in the event of a failure or other malfunction of the CAISO-Approved Meter, in place of the CAISO-Approved Meter until such time that the CAISO-Approved Meter is checked or recertified.

3.11 Provision of Information. Seller shall promptly provide to Buyer all documents reasonably requested by Buyer relating to the Generating Facility (including site plan drawings and single-line diagrams), the administration of this Agreement, or in order for Buyer to comply with any discovery or data request for information from the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal.

3.12 Operation. Seller shall:

(a) Operate the Generating Facility in accordance with Prudent Electrical Practices;

(b) If Seller is interconnected pursuant to a FERC-jurisdictional interconnection tariff, comply with the requirements set forth in Exhibit C and Exhibit D that relate to participating generator obligations under the CAISO tariff;

(c) Use its commercially reasonable efforts to Operate the Generating Facility so that the Power Product conforms with the Forecast provided in accordance with Exhibit C;

(d) Pay the CAISO Charges for which it is responsible under Exhibit E;

(e) Use reasonable efforts to respond to any instruction issued by the CAISO or the Transmission Provider or delivered to Seller by Buyer in response to an Emergency;

(f) On an annual basis from the Effective Date, provide electronically or in hard copy to Buyer, within 20 days of a request by Notice from Buyer, the following annualized operating records: total annual electricity generation (MWh/year), total annual useful thermal output (MMBtu/year), total annual

fuel use (MMBtu-HHV), and fuel conversion factor (pounds of CO2 per million BTU). Seller shall also maintain and provide electronically or in hard copy to Buyer, within 20 days of a request by Notice from Buyer but not more than once per month, a copy of daily operating records limited to real power production, changes in operating status, and unusual conditions found during inspections.;

(g) Keep all Operating records to the extent required of an Eligible CHP Facility by any applicable CPUC or CEC order;

(h) If Buyer has elected to become Scheduling Coordinator pursuant to Section 1.08, at least 75 days before the Term End Date or as soon as practicable before the date of an early termination of this Agreement, (i) submit to the CAISO the name of the Scheduling Coordinator that will replace Buyer, and (ii) cause the Scheduling Coordinator that will replace Buyer to submit a letter to the CAISO accepting the designation as Seller's Scheduling Coordinator; and

(i) Comply with all NERC reliability standards and requirements applicable to the generator owner and generator operator of the Generating Facility, if any.

3.13 Fuel Supply. Seller shall supply all fuel required for the Power Product and any testing of the Generating Facility.

3.14 Power Product Curtailments at Request of Scheduling Coordinator, Transmission Provider, or CAISO. Seller shall promptly curtail the production of the Power Product upon receipt of a notice or instruction from Seller's Scheduling Coordinator, the Transmission Provider, or the CAISO; *provided, however*, that if Buyer has elected to become Scheduling Coordinator pursuant to Section 1.08, Buyer, in its role as Scheduling Coordinator, shall issue such an instruction only when Buyer is expressly directed to curtail production of the Power Product by the CAISO or where Buyer reasonably believes that curtailment of the Power Product is required to comply with (a) its maintenance requirements and operating orders, (b) a CAISO Declared Over-Generation Condition, or (c) an Emergency. Whenever practicable, Buyer will use commercially reasonable efforts to provide Seller reasonable advance notice of the possibility that a reduction or interruption of deliveries may be required.

3.15 Eligible CHP Facility Status.

(a) To the extent required by Applicable Law, administration of this Agreement or program eligibility guidelines established by the CEC within thirty (30) Business Days following the Term Start Date or Notice from Buyer, Seller shall provide to Buyer certification from the CEC that the Generating Facility meets the applicable operating and efficiency standards for Eligible CHP Facilities for the applicable year.

(b) Seller shall take all necessary steps, including making or supporting timely filings with the appropriate Governmental Authority in order to maintain certification of the Eligible CHP Facility status of the Generating Facility throughout the Term.

(c) Seller shall provide to Buyer copies of all documentation, including calculations and verifiable supporting data provided to the appropriate Governmental Authority, which demonstrates the compliance of the Generating Facility with the Eligible CHP Facility operating and efficiency standards for the applicable year. Notwithstanding the foregoing, Seller shall provide Buyer with a copy of its Annual Performance Reporting Forms (CEC Form 2843 or its successor) within 5 days of submission to the CEC.

(d) Seller, unless a public agency, shall take all necessary steps, including making or supporting timely filings with FERC in order to maintain the qualifying facility status of the Generating Facility as required by 18 CFR §292.201, et seq., throughout the Term.

(e) Within 30 Business Days following the end of each year, and within 30 Business Days following the Term End Date, each QF Seller shall provide to Buyer a copy of a FERC order waiving for the Generating Facility the applicable operating and efficiency standards for qualifying cogeneration facilities, as contemplated in 18 CFR Part 292, Section 292.205, "Criteria for Qualifying Cogeneration Facilities", for the applicable year, if Seller has received such order from the FERC.

3.16 Notice of Cessation or Termination of Service Agreements. Seller shall provide Notice to Buyer within one Business Day if there is a termination of, or cessation of service under, any agreement required in order for the Generating Facility to (a) interconnect with the Transmission Provider's electric system, (b) transmit and deliver electric energy to the Delivery Point, or (c) own and operate any CAISO-Approved Meter.

3.17 Buyer's Access Rights. Buyer has the right to examine the Site, the Generating Facility and the Operating records for any purpose connected with this Agreement upon providing Seller with reasonable advance Notice under the circumstances.

3.18 Planned Outages. Seller shall schedule and utilize all planned outages in accordance with the procedures and subject to the limitations set forth in Exhibit D.

3.19 Seller Ownership and Control of Generating Facility. Seller agrees, that, in accordance with FERC Order No. 697, upon request of Buyer, Seller shall submit a letter of concurrence in support of an affirmative statement by Buyer that the contractual arrangement set forth in this Agreement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that the contractual arrangement set forth in this Agreement conveys ownership or control of generation capacity from Seller to Buyer.

3.20 Allocation of Availability Incentive Payments and Non-Availability Charges. If the Generating Facility is subject to the terms of the Availability Standards, Non-Availability Charges, and Availability Incentive Payments as defined and provided for by the CAISO Tariff, any Availability Incentive Payments will be for the benefit of Seller and for Seller's account and any Non-Availability Charges will be the responsibility of Seller and for Seller's account.

ARTICLE FOUR. BUYER'S OBLIGATION TO PAY

4.01 Obligation to Pay.

(a) For Seller's full compensation under this Agreement, during the Term, Buyer shall make a monthly payment (a "Monthly Contract Payment") calculated in accordance with Exhibit B or Exhibit B (1), as determined pursuant to Section 1.07 *provided, however*, Buyer is not obligated to issue a payment to Seller until the amount due to Seller pursuant to this Agreement exceeds fifty dollars ($50.00) after set-offs and adjustments in accordance with this Agreement. Buyer shall adjust each Monthly Contract Payment in accordance with the terms of this Agreement, including making adjustment for the fees set forth in Section 1.08 and any CAISO Charges.

(b) Subject to Section 4.01(a), Buyer shall provide a payment statement within 30 days after the last Business Day of each calendar month, which statement shall include Buyer's payment to Seller and a calculation thereof.

(c) If Buyer determines that a calculation of Metered Energy is incorrect as a result of an inaccurate meter reading or the correction of data by the CAISO, Buyer shall recompute the Metered Energy quantity for the period of the inaccuracy based on an adjustment of such inaccurate meter reading. Buyer shall then recompute any payment or payment adjustment affected by such inaccuracy. Any amount due from Buyer to Seller or Seller to Buyer, as the case may be, shall be made as an adjustment to a subsequent monthly statement that is calculated after Buyer's recomputation using corrected measurements. If the recomputation results in a net amount owed to Buyer after offsetting any amounts owing to Seller as shown on a subsequent monthly statement, any such additional amount still owing to Buyer shall be shown as an adjustment on Seller's statement until such amount is fully collected by Buyer.

(d) Buyer may deduct amounts that would otherwise be due to Seller under this Agreement from any amounts owing and unpaid by Seller to Buyer arising out of or related to any other agreement, tariff, obligation or liability pertaining to the Generating Facility.

(e) Except as otherwise provided for in this Agreement, if, within 90 days of receipt of Buyer's payment statement, Seller does not give Notice to Buyer of an error, then Seller shall be deemed to have waived any error in Buyer's statement, computation and payment and the statement shall be conclusively deemed correct and complete. If Seller timely identifies an error in Seller's favor and Buyer agrees that the identified error occurred, Buyer shall reimburse Seller for the amount of the underpayment caused by the error and add the underpayment to a subsequent monthly statement that is calculated. If Seller identifies an error in Buyer's favor and Buyer agrees that the identified error occurred, Seller shall reimburse Buyer for the amount of overpayment caused by the error and Buyer shall apply the overpayment to a subsequent statement that is calculated. If the recomputation results in a net amount still owing to Buyer after applying the overpayment, a subsequent statement shall show a net amount owing to Buyer.

(f) Notwithstanding anything to the contrary in this Agreement, if any payment statement shows amounts owed by Seller to Buyer, Buyer may, at its option, apply this net amount owing to Buyer in any subsequent monthly statements to Seller or invoice Seller for such amount, in which case Seller must pay the amount owing to Buyer within 20 days of receipt of such invoice.

(g) Notwithstanding anything to the contrary in this Agreement, for the entire period during which Seller fails to materially comply with any provision set forth in Exhibit C, Seller shall be responsible for all applicable CAISO Charges; *provided, however*, that if Seller complies fully with Exhibit C, Buyer shall pay all CAISO Charges (except those CAISO Charges for which Seller is responsible under Exhibit E) for up to, but not including, 500 kW of deviation of Seller's Forecast from the Metered Energy, and Seller shall be responsible only for applicable CAISO Charges attributable to such deviations of 500 kW or more.

ARTICLE FIVE. FORCE MAJEURE

5.01 No Default for Force Majeure. Neither Party will be in default in the performance of any of its obligations set forth in this Agreement, except for obligations to pay money, when and to the extent failure of performance is caused by Force Majeure.

5.02 Requirements Applicable to the Claiming Party. If a Party, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Agreement, such Party (the "Claiming Party") shall be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Agreement by reason of Force Majeure:

(a) The Claiming Party, within 14 days after the initial occurrence of the claimed Force Majeure, must give the other Party Notice describing the particulars of the occurrence; and

(b) The Claiming Party must provide timely evidence reasonably sufficient to establish that the occurrence constitutes Force Majeure as defined in this Agreement.

The suspension of the Claiming Party's performance due to Force Majeure may not be greater in scope or longer in duration than is required by such Force Majeure. In addition, the Claiming Party shall use diligent efforts to remedy its inability to perform. When the Claiming Party is able to resume performance of its obligations under this Agreement, the Claiming Party shall give the other Party prompt Notice to that effect.

5.03 Termination. The non-Claiming Party may terminate this Agreement on at least five (5) Business Days' prior Notice, in the event of Force Majeure which materially interferes with such Party's ability to perform its obligations under this Agreement and which extends for more than 365 consecutive days, or for more than a total of 365 days in any consecutive 540-day period.

ARTICLE SIX. EVENTS OF DEFAULT; REMEDIES

6.01 Events of Default. An "Event of Default" means the occurrence of any of the following:

(a) With respect to either Party (a "Defaulting Party"):

(i) Any representation or warranty made by such Party in this Agreement is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature, if such misrepresentation or breach of warranty is not remedied within 10 Business Days after Notice from the Non-Defaulting Party to the Defaulting Party;

(ii) Except for an obligation to make payment when due, the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default or to the extent excused by a Force Majeure) if such failure is not remedied within 30 days after Notice of such failure is provided by the Non-Defaulting Party to the Defaulting Party, which Notice sets forth in reasonable detail the nature of the Event of Default;

(iii) A Party fails to make when due any payment (other than amounts disputed in accordance with the terms of this Agreement) due and owing under this Agreement and such failure is not cured within five Business Days after Notice is provided by the Non-Defaulting Party to the Defaulting Party of such failure;

(iv) A Party becomes Bankruptor

(v) A Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another Person and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee Person fails to assume all the obligations of such Party under this Agreement either by operation of law or pursuant to an agreement reasonably satisfactory to the other Party

(b) With respect to Seller:

(i) The total quantity of Metered Energy in any Term Year is less than 10% of the Expected Term Year Energy Production;

(ii) Seller delivers, Schedules, or attempts to deliver or Schedule at the Delivery Point for sale under this Agreement, electric energy that was not generated by the Generating Facility;

(iii) The Term Start Date does not occur within 18 months of the Effective Date, if Seller is a New Eligible CHP Facility, or within 6 months of the Effective Date, if Seller is an Existing Eligible CHP Facility; *provided, however*, that this 18-month or 6-month period shall be extended on a day-for-day basis for any delay caused solely by Buyer's failure to perform its obligation(s) under this Agreement or excused solely as a result of Force Majeure as to which Seller is the Claiming Party (subject to Section 5.03), as to which, in either case, Seller has notified Buyer of the new expected Term Start Date;

(iv) Termination of, or cessation of service under, any agreement necessary for the interconnection of the Generating Facility to the Transmission Provider's electric system or for metering the Metered Energy, and such service is not reinstated, or alternative arrangements implemented, within 120 days after such termination or cessation;

(v) Seller materially fails to comply with any provision of Exhibit C and such failure is not cured within 30 days after Notice is provided by Buyer to Seller; or

(vi) Subject to Section 3.15, Seller fails to maintain its status as an Eligible CHP Facility during the Term.

6.02 Site Host Changes. Notwithstanding Section 6.01 above, with respect to Seller, an Event of Default shall not include (a) cessation of operation by the Site Host, or (b) the inability of Site Host to use the waste heat from the Generating Facility in a manner that is consistent with the requirements of the Act. If the Site Host ceases operation or is unable to use the waste heat from the Generating Facility in a manner that is consistent with the Act for a period of 365 days or more, either Party may terminate this Agreement. If Seller terminates this Agreement pursuant to this Section 6.02, then Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity, or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one following the effective date of such termination.

6.03 Early Termination. If an Event of Default has occurred, there will be no opportunity for cure except as specified in Section 6.01. The Party not in default (the "Non-Defaulting Party") will have the right to (a) designate by no more than twenty (20) days' Notice to the Defaulting Party a date for the early termination of this Agreement (an "Early Termination Date"), (b) immediately suspend performance under this Agreement, and (c) pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), subject to the terms of this Agreement.

ARTICLE SEVEN. MISCELLANEOUS

7.01 Representations, Warranties and Covenants. On the Effective Date, each Party represents, warrants, and covenants to the other Party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) It has or will timely acquire all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Laws;

(d) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms;

(e) There is not pending, or to its knowledge, threatened against it or, in the case of Seller, any of its Affiliates, any legal proceeding that could materially adversely affect its ability to perform under this Agreement;

(f) It is acting for its own account, and its decision to enter into this Agreement is based on its own judgment, not in reliance upon the advice or recommendations of the other Party and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement; and

(g) It has not relied on any promises, representations, statements or information of any kind that are not contained in this Agreement in deciding to enter into this Agreement.

7.02 Additional Representations, Warranties, and Covenants by Seller. Seller represents, warrants and covenants to Buyer that:

(a) It does not, and will not (i) convey, transfer, allocate, designate, award, report or otherwise provide any or all of the Product, or any portion thereof, or any benefits derived therefrom, to any party other than Buyer, or (ii) start-up or Operate the Generating Facility per instruction of or for the benefit of any third party, except in order to satisfy the Site Host Load, or as required by other Applicable Laws.

(b) Throughout the Term: (i) it or its subcontractors will own or lease and Operate the Generating Facility; (ii) it will deliver the Product to Buyer free and clear of all liens, security interests, Claims and encumbrances or any interest therein or thereto by any Person; (iii) it will hold the rights to all of the Product; (iv) the Generating Facility will maintain its qualification as an Eligible CHP Facility; and (v) the Generating Facility will meet all applicable greenhouse gas emissions standards, as such standards may change from time to time.

(c) As of the Effective Date, there is not pending, or to its knowledge, threatened against it or any of its Affiliates, any legal proceeding that could materially adversely affect its ability to perform under this Agreement.

7.03 Indemnity.

(a) Each Party as indemnitor shall defend, save harmless and indemnify the other Party and the directors, officers, employees, and agents of such other Party against and from any and all loss, liability, damage, Claim, cost, charge, demand, or expense (including any direct, indirect, or consequential loss, liability, damage, Claim, cost, charge, demand, or expense, including reasonable attorneys' fees) for injury or death to Persons, including employees of either Party, and physical damage to property including property of either Party arising out of or in connection with the negligence or willful misconduct of the indemnitor relating to its obligations under this Agreement.

This indemnity applies notwithstanding the active or passive negligence of the indemnitee. However, neither Party is indemnified under this Agreement for its loss, liability, damage, Claim, cost, charge, demand or expense to the extent resulting from its own gross negligence or willful misconduct.

(b) Each Party releases and shall defend, save harmless and indemnify the other Party from any and all loss, liability, damage, Claim, cost, charge, demand or expense arising out of or in connection with any breach made by the indemnifying Party of its representations, warranties and covenants in Section 7.01 and Section 7.02. Notwithstanding anything to the contrary in this Agreement, if Seller fails to comply with the provisions of Section 7.10, Seller shall, at its own cost, defend, save harmless and indemnify Buyer, its directors, officers, employees, and agents, assigns, and successors in interest, from and against any and all loss, liability, damage, Claim, cost, charge, demand, or expense of any kind or nature (including any direct, indirect, or consequential loss, damage, Claim, cost, charge, demand, or expense, including reasonable attorneys' fees and other costs of litigation), resulting from injury or death to any Person or damage to any property, including the personnel or property of Buyer, to the extent that Buyer would have been protected had Seller complied with all of the provisions of Section 7.10. The inclusion of this Section 7.03(b) is not intended to create any express or implied right in Seller to elect not to provide the insurance required under Section 7.10.

(c) Each Party shall defend, save harmless and indemnify the other Party against any taxes imposed by any Governmental Authority on or with respect to the Generating Facility, Monthly Contract Payments made by Buyer to Seller, or the Power Product before the Delivery Point, including ad valorem taxes and other taxes attributable to the Generating Facility, the Site or land rights or interests in the Site or the Generating Facility for which such indemnifying Party is responsible.

(d) Seller shall defend, save harmless and indemnify Buyer against any penalty imposed upon Buyer as a result of Seller's failure to fulfill its obligations regarding Resource Adequacy Benefits as set forth in Sections 3.01 and 3.02.

(e) All indemnity rights survive the termination of this Agreement for 12 months.

7.04 Assignment. Seller may not assign this Agreement or its rights under this Agreement without the prior written consent of Buyer, which consent may not be unreasonably withheld; *provided, however*, that Seller may, without the consent of Buyer (and without relieving Seller from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its Lender(s) in connection with any financing if (a) such Lender(s) assumes the payment and performance obligations provided under this Agreement with respect to Seller, (b) such Lender(s) agree in writing to be bound by the terms and conditions of this Agreement, and (c) Seller delivers such tax and enforceability assurance as Buyer may reasonably request.

7.05 Governing Law and Jury Trial Waiver. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER ARE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

7.06 Arbitration. Except for matters relating to specific performance, injunctive relief or other equitable remedies, the Parties agree to submit to arbitration any and all matters in dispute or controversy among them concerning the terms of this Agreement. Unless the Parties agree to alternative arrangements, the selection of arbitrators and the procedure shall be in accordance with the commercial arbitration rules then in effect of

the Judicial Arbitration and Mediation Services, Inc. Any award rendered shall be final and conclusive upon the Parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the Parties; *provided, however*, that each Party shall pay for and bear the costs of its own experts, evidence and counsel's fees. Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, the place of the arbitration will be in San Francisco, California.

7.07 Notices. All Notices shall be made in accordance with this Section 7.07 and Exhibit F. Notices (other than Forecasts and Scheduling requests) shall, unless otherwise specified in this Agreement, be in writing and may be delivered by hand delivery, first class United States mail, overnight courier service, electronic transmission or facsimile. Notices provided in accordance with this Section 7.07 are deemed given as follows: (a) Notice by facsimile, electronic transmission or hand delivery is deemed given at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise are deemed given at the close of business on the next Business Day; (b) Notice by overnight first class United States mail or overnight courier service is deemed given on the next Business Day after such Notice is sent out; and (c) Notice by first class United States mail is deemed given two Business Days after the postmarked date. Notices are effective on the date deemed given, unless a different date for the Notice to go into effect is stated in another section of this Agreement.

7.08 General.

(a) Except as may otherwise be provided in this Agreement, there is no warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are disclaimed. Liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived unless expressly herein provided. Unless expressly provided for in this Agreement, neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages. This Agreement will not be construed against any Party as a result of the preparation, substitution, or other event of negotiation, drafting or execution thereof. Except to the extent provided for in this Agreement, no amendment or modification to this Agreement is enforceable unless reduced to a writing signed by all Parties.

(b) Each Party reserves all rights, claims and defenses with respect to this Agreement, the AB1613 Decisions, and any application for rehearing, petition for modification, petition for declaratory order, or appeal filed with respect to such decisions.

(c) This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitutes the entire agreement between the Parties relating to its subject matter.

(d) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(e) Waiver by a Party of any default by the other Party will not be construed as a waiver of any other default.

(f) The term "including" when used in this Agreement is by way of example only and will not be considered in any way to be in limitation.

(g) The word "or" when used in this Agreement includes the meaning "and/or" unless the context unambiguously dictates otherwise.

(h) Where days are not specifically designated as Business Days, they are calendar days. Where years are not specifically designated as Term Years, they are calendar years.

(i) This Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties.

(j) Whenever this Agreement refers to any law, tariff, government department or agency, regional reliability council, Transmission Provider, or credit rating agency, the Parties agree that the reference also refers to any successor to such law, tariff or organization.

(k) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, an Adobe Acrobat file or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

(l) The headings used in this Agreement are for convenience and reference purposes only and will not affect its construction or interpretation. All references to "Sections" and "Exhibits" refer to the corresponding Sections and Exhibits of this Agreement. Unless otherwise specified, all references to "Sections" in Exhibits A through G refer to the corresponding Articles and Sections in the main body of this Agreement. Words having well-known technical or industry meanings have such meanings unless otherwise specifically defined in this Agreement.

(m) 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.

7.09 Confidentiality. Neither Party may disclose any Confidential Information to a third party, other than: (a) to such Party's employees, Lenders, investors, attorneys, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential; (b) to potential Lenders with the consent of Buyer, which consent will not be unreasonably withheld; (c) to Buyer's Procurement Review Group, as defined in D.02-08-071, subject to any applicable limitations and subject to a protective order applicable to Buyer's Procurement Review Group; (d) with respect to Confidential Information, the CPUC, the CEC or the FERC, under seal for any regulatory purpose, including policymaking, but only provided that the confidentiality protections from the CPUC under Section 583 of the California Public Utilities Code or other statute, order or rule offering comparable confidentiality protection are in place before the communication of such Confidential Information; (e) in order to comply with any Applicable Law or any exchange, Control Area or CAISO rule, or order issued by a court or entity with competent jurisdiction over the disclosing party; and (f) in order to comply with any Applicable Law, including applicable regulation, rule, subpoena, or order of the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal, or any discovery or data request of the CPUC. In connection with requirements, requests or orders to produce documents or information in the circumstances provided in Section 7.09(f), each Party shall use reasonable efforts to (i) notify the other Party before disclosing the Confidential Information, and (ii) prevent or limit such disclosure.

7.10 Insurance.

(a) General Liability Coverage.

(i) Seller shall maintain during the performance hereof, General Liability Insurance of not less than $1,000,000.00 if the Generating Facility's Nameplate is over 100 kW, $500,000.00 if the Generating Facility's Nameplate is over 20 kW to 100kW or $100,000.00 if the Generating Facility's Nameplate is 20 kW or below of combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.

(ii) 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.

(iii) Such insurance shall provide for thirty (30) days written notice to Buyer prior to cancellation, termination, alteration, or material change of such insurance.

(b) Additional Insurance Provisions.

(i) Evidence of coverage described above in Section 7.10(a) shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Buyer.

(ii) Buyer shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.

(iii) Seller shall furnish the required certificates and endorsements to Buyer prior to commencing operation.

(iv) All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company
Attention: Manager, Insurance Department
77 Beale Street, Room E280
San Francisco, CA 94105

7.11 Simple Interest Payments. Except as specifically provided in this Agreement, any outstanding and past due amounts owing and unpaid by either Party under the terms of this Agreement shall be eligible to receive a Simple Interest Payment calculated using the Interest Rate for the number of days between the date due and the date paid.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

This agreement is effective when accepted and executed by PG&E.

Seller's Name	Buyer's Name
	A California Corporation

Seller's business registration	Buyer's business registration
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

EXHIBIT A
Definitions

For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Exhibit A:

"AB 1613 Decisions" means the decisions issued in R.08-06-024.

"Act" has the meaning set forth in the Recitals.

"Affiliate" means, with respect to a Party, any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such Party. For purposes of this definition, "control" means the direct or indirect ownership of 50% or more of the outstanding capital stock or other equity interests having ordinary voting power.

"Agreement" has the meaning set forth in the Preamble.

"Applicable Law" means all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to any Party, the Generating Facility or the terms of this Agreement.

"As-Available Contract Capacity" means the electric energy generating capacity that Seller provides on an as-available basis for the Power Product, as set forth in Section 1.03, as may be adjusted from time to time.

"Availability Incentive Payments" has the meaning set forth in the CAISO Tariff.

"Availability Standards" means the standard set forth in the CAISO Tariff setting forth criteria for determining if a Resource Adequacy Resource is subject to Non-Availability Charges or Availability Incentive Payments (each as defined in the CAISO Tariff), under the CAISO Tariff.

"Average Higher Heating Value MPR Heat Rate" means the heat rate equal to 6,924 Btu/kWh, or 6.924 MMBtu/MWh, per CPUC Resolution E-4298, which heat rate will be modified in this Agreement if there is any modification thereto by the CPUC or other authorized Governmental Authority.

"Bankrupt" means with respect to any Person, such Person:

(a) Files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it (which petition is not dismissed within 90 days);

(b) Makes an assignment or any general arrangement for the benefit of creditors;

(c) Otherwise becomes bankrupt or insolvent (however evidenced);

(d) Has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or

(e) Is generally unable to pay its debts as they fall due.

"Business Day" means any day except a Saturday, Sunday, the Friday after the United States Thanksgiving holiday, or a Federal Reserve Bank holiday that begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice or payment or performing a specified action.

"Buyer" has the meaning set forth in the Preamble.

"Buyer Tariffs" means the entire body of effective rates, fees, rentals, charges, and rules collectively of PG&E, including title page, preliminary statement, service area maps, rate schedules, list of contracts and deviations, rules, and sample forms.

"CAISO" means the California Independent System Operator Corporation.

"CAISO-Approved Meter" means any revenue quality, electric energy measurement meter system(s), including all associated metering transformers and related appurtenances, as required by the CAISO (or, to the extent that the CAISO's metering requirement does not apply, Prudent Electrical Practices) and furnished by Seller, and which (a) is designed, manufactured and installed in accordance with the CAISO's metering requirements, or, to the extent that the CAISO's metering requirements do not apply, Prudent Electrical Practices, and (b) is a time-of-use meter capable of measuring the net electric energy output from the Generating Facility.

"CAISO-Approved Quantity" means the total quantity of electric energy the Buyer Schedules with the CAISO and the CAISO approves in its final schedule which is published in accordance with the CAISO Tariff.

"CAISO Controlled Grid" has the meaning set forth in the CAISO Tariff.

"CAISO Declared Over-Generation Condition" means a CAISO-declared condition on the CAISO Controlled Grid where the sum of the desired generation output of all of Scheduling Coordinators in the Control Area, absent mitigation, would be greater than the system load.

"CAISO Charges" means the debits, costs, fees, penalties, sanctions, interest or similar charges, including imbalance energy charges, that are directly assigned by the CAISO to the CAISO Global Resource ID for the Generating Facility for, or attributable to, Scheduling, Availability Standards or deliveries from the Generating Facility under this Agreement.

"CAISO Global Resource ID" means the number or name assigned by the CAISO to the CAISO-Approved Meter.

"CAISO Revenues" means the credits, fees, payments, revenues, interest or similar benefits, including imbalance energy payments, that are directly assigned by the CAISO to the CAISO Global Resource ID for the Generating Facility for, or attributable to, Scheduling or deliveries from the Generating Facility under this Agreement.

"CAISO Tariff" means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time to time and approved by the FERC.

"Capacity Attributes" means any and all current or future defined characteristics, certificates, tag, credits, ancillary service attributes, or accounting constructs, howsoever entitled, other than Resource Adequacy Benefits, attributed to or associated with the electricity generating capability of the Generating Facility.

"CARB" means the California Air Resources Board

"CEC" means the California Energy Commission.

"Check Meter" means the Buyer revenue-quality meter section or meter(s), which Buyer may furnish at its discretion, as set forth in Section 3.10(b), and will include those devices normally supplied by Buyer or Seller under the applicable utility electric service requirements.

"Claiming Party" has the meaning set forth in Section 5.02.

"Claims" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed before or after the termination of this Agreement.

"Confidential Information" means all oral or written communications exchanged between the Parties on or after the Effective Date relating to the implementation of this Agreement, including information related to Seller's compliance with operating and efficiency standards applicable to an Eligible CHP Facility. Confidential Information does not include (i) information which is in the public domain as of the Effective Date or which comes into the public domain after the Effective Date from a source other than from the other Party, (ii) information which either Party can demonstrate in writing was already known to such Party on a non-confidential basis before the Effective Date, (iii) information which comes to a Party from a bona fide third-party source not under an obligation of confidentiality, or (iv) information which is independently developed by a Party without use of or reference to Confidential Information or information containing Confidential Information.

"Control" means the direct or indirect ownership of 20% or more of the outstanding capital stock or other equity interests having ordinary voting power

"CPUC" means the California Public Utilities Commission.

"Decision" means CPUC Decision ("D") 07-09-040.

"Defaulting Party" has the meaning set forth in Section 6.01(a).

"Delivery Point" has the meaning set forth in Section 1.06.

"Direct GHG Compliance Costs" mean any taxes, charges or fees imposed by an authorized Governmental Authority with jurisdiction over the Seller or the Generating Facility, and levied directly on the Generating Facility for GHG emissions attributable to its Operations.

"Early Termination Date" has the meaning set forth in Section 6.03(a).

"Effective Date" has the meaning set forth in the Preamble.

"Eligible CHP Facility" means a facility, as defined by Public Utilities Code Section 2840.2, subdivisions (a) and (b) that, (1) meets the guidelines established by the California Energy Commission pursuant to Public Utilities Code §2843, and (2) meets the requirements of 18 Code of Federal Regulations §292.201, et seq., unless Seller is a public agency exempt from FERC jurisdiction under 16 United States Code ("USC") §824(f).

"Emergency" means an actual or imminent condition or situation which (a) is defined and declared by the CAISO or Transmission Provider, (b) jeopardizes the integrity or reliability of the CAISO Controlled Grid or

Transmission Provider's electric system, (c) requires automatic or immediate manual action to prevent or limit loss of load or generation supply, or (d) poses a threat to public safety.

"Event of Default" has the meaning set forth in Section 6.01.

"Existing Eligible CHP Facility" means an Eligible CHP Facility that first commenced Operation on or after January 1, 2008 but before the Effective Date.

"Expected Term Year Energy Production" means the Metered Energy quantity expected to be produced by the Generating Facility during each Term Year, as set forth in Section 1.05.

"FERC" means the Federal Energy Regulatory Commission.

"Forced Outage" has the meaning set forth in the CAISO Tariff.

"Force Majeure" means any event or circumstance (that is not anticipated as of the Effective Date) to the extent beyond the control of, and not the result of the negligence of, or caused by, the Party seeking to have its performance obligation excused thereby, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome. Force Majeure does not include: (a) a failure of performance of any other Person, including any Person providing electric transmission service or fuel transportation to the Generating Facility, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure; (b) failure to timely apply for or obtain Permits or other credits required to Operate the Generating Facility (*provided, however*, that failure or delay in the granting of permits, to the extent such failure or delay is not caused by action or inaction of Seller, qualifies as a Force Majeure for purposes of this Agreement); (c) breakage or malfunction of equipment (except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure); or (d) a lack of fuel of an inherently intermittent nature such as wind, water, solar radiation or waste gas or waste derived fuel.

"Forecast" means the monthly forecast of the total electric energy production of the Generating Facility (in MWh) when the Generating Facility is not PIRP-eligible, net of the Site Host Load and Station Use, or (b) the available total generation capacity of the Generating Facility (in MW) when the Generating Facility is PIRP-eligible, net of the Site Host Load and Station Use.

"Free Allowance" means any GHG Emissions Allowance freely allocated to Seller or the Generating Facility by CARB or an authorized Governmental Authority (or any entity authorized by such Governmental Authority).

"Generating Facility" means the Generating Unit(s) comprising Seller's power plant (as more particularly described in Section 1.02 and Exhibit G), including all other materials, equipment, systems, structures, features and improvements necessary to produce electric energy and thermal energy, excluding the Site, land rights and interests in land.

"Generating Unit" means one or more generating equipment combinations typically consisting of prime mover(s), electric generator(s), electric transformer(s), steam generator(s) and air emission control devices.

"Generation Operations Center" means the location of Buyer's real-time operations personnel.

"GHG" is an abbreviation for "greenhouse gas" which means emissions released into the atmosphere of carbon dioxide (CO2), nitrous oxide (N2O) and methane (CH4), which are produced as the result of combustion or transport of fossil fuels. Other greenhouse gases may include hydrofluorocarbons (HFCs), perfluorocarbons (PFCs) and sulfur hexafluoride (SF6), which are generated in a variety of industrial processes. Greenhouse

gases may be defined or expressed in terms of a metric ton of CO2-equivalent, in order to allow comparison between the different effects of gases on the environment; *provided, however*, that the definition of the term "Greenhouse Gas", as set forth in the immediately preceding sentence, shall be deemed revised to include any update or other change to such term by the CARB or any other Governmental Authority

"GHG Emissions Allowance" means a limited tradable authorization (whether in the form of a credit, allowance, or other similar right), allocated to, issued to or purchased by, Seller, the Site Host or an Affiliate of Seller, which respect to the Generating Facility, to emit one metric ton of GHG, in accordance with a cap-and-trade program in California for the regulation of GHG, as established by CARB (and/or by a different Governmental Authority pursuant to federal or state legislation), and as applied to the GHG emitted by the Generating Facility.

"GHG Emissions Cap" means the product of (a) the rate for tonnes of CO2 per MMBtu of natural gas, 0.0531 tonnes/MMBtu, times (b) the Average Higher Heating Value MPR Heat Rate in MMBtu/MWh.

"Governmental Authority" means (a) any federal, state, local, municipal or other government, (b) any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or (c) any court or governmental tribunal.

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

(1) Any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants;

(2) Any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;

(3) The reporting rights to these avoided emissions, such as Green Tag Reporting Rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy.

Green Attributes do not include:

(i) Any energy, capacity, reliability or other power attributes from the Project,

(ii) Production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation,

(iii) Fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or

(iv) Emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"High-Value Area" means a "Local Resource Adequacy" area based on the most recent CAISO Local Capacity Requirement Study adopted by the CPUC, as defined in Exhibit B, Section 6.

"Holidays" means "NERC Holidays" as defined in Exhibit B, Section 5. "Time of Delivery Periods and Allocation Factors."

"Host Site" means the site at which the Site Host Load is consumed, including real property, facilities and equipment owned or operated by the Site Host or its Affiliates located at such site.

"Hour-Ahead Scheduling Deadline" means 30 minutes before the deadline established by the CAISO for the submission of schedules for the applicable hour.

"IFM" (i.e., the Integrated Forward Market) has the meaning set forth in the CAISO Tariff.

"Interest Rate" means an annual rate equal to the rate published in The Wall Street Journal as the "Prime Rate" (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due plus two percentage points; *provided, however*, that in no event shall the Interest Rate exceed the maximum interest rate permitted by Applicable Laws.

"Lender" means any financial institutions or successors in interest or assignees that provides development, bridge, construction, permanent debt or tax equity financing or refinancing for the Generating Facility to Seller.

"Location Bonus" is described in Section 6 of Exhibit B.

"Metered Amounts" means the quantity of electric energy, expressed in kWh, as recorded by (i) the CAISO-Approved Meter(s), which quantity may include compensation factors introduced by the CAISO into the CAISO-Approved Meter(s), or (ii) Check Meter(s), as applicable.

"Metered Energy" means the total electric energy expressed in kWh, in excess of Station Use and Site Host Load and measured by the CAISO-Approved Meter or Check Meter, after adjusting for any compensation factors introduced by the CAISO into the CAISO Approved Meter or Check Meters, as applicable, at the Generating Facility for the specified Metering Interval.

"Metering Interval" means the smallest measurement time period over which data are recorded by the CAISO-Approved Meters or Check Meters, as applicable.

"Monthly Contract Payment" has the meaning set forth in Section 4.01(a).

"NERC" means the North American Electric Reliability Corporation.

"New Eligible CHP Facility" means an Eligible CHP Facility that commences Operation after the Effective Date.

"Non-Availability Charges" has the meaning set forth in the CAISO Tariff.

"Non-Defaulting Party" has the meaning set forth in Section 6.03.

"Non-Peak Hours" means the hours specified in the definitions of "Shoulder" and "Night" TOD Periods in Exhibit B, "5. Time of Delivery Periods and Allocations Factors" or Exhibit B(1), "4. Time of Delivery Periods" as determined pursuant to Section 1.07.

"Notice" means notices, requests, statements or payments provided in accordance with Section 7.07 and Exhibit F.

"OMAR" means the Operational Metering Analysis and Reporting System operated and maintained by the CAISO as the repository of settlement-quality meter data or its successor.

"Operate", "Operating" and "Operation" mean to provide all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in order to produce the Power Product in accordance with Prudent Electrical Practices.

"Outage and Maintenance Schedule" has the meaning set forth in Section 2 of Exhibit D.

"Outage and Maintenance Schedule Submittal Requirements" describes the obligations of Seller to submit maintenance and planned outage schedules (as defined in the CAISO Tariff under WECC rules) to Buyer in accordance with Exhibit D.

"Parallel Operation" means the Generating Facility's electrical apparatus is connected to the Transmission Provider's system and the circuit breaker at the point of common coupling is closed. The Generating Facility may be producing electric energy or consuming electric energy at such time.

"Party" or "Parties" has the meaning set forth in the Preamble.

"Peak Months" means June, July, August and September.

"Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the CAISO, in order to develop, construct, Operate, maintain, improve, refurbish or retire the Generating Facility or to Forecast or deliver the electric energy produced by the Generating Facility to Buyer.

"Person" or "Persons" means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Authority.

"Physical Trade" has the meaning set forth in the CAISO Tariff.

"PIRP" (i.e., Participating Intermittent Resource Program) means the CAISO's intermittent resource program initially established pursuant to Amendment No. 42 of the CAISO Tariff in Docket No. ER02-922-000, or any successor program that Buyer determines accomplishes a similar purpose.

"Power Product" means (a) the As-Available Contract Capacity and (b) all electric energy produced by the Generating Facility, net of all Station Use and any and all of the Site Host Load.

"Power Rating" means the electrical power output value indicated on the generating equipment nameplate.

"Product" means the Power Product, Green Attributes, Capacity Attributes and Resource Adequacy Benefits.

"Project" means the Generating Facility.

"Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time a decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety. Prudent Electrical Practices includes, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with the manufacturer's warranties, restrictions in this Agreement, and the requirement of Governmental Authorities, WECC standards, the CAISO and Applicable Laws. Prudent Electrical Practices shall include taking reasonable steps to ensure that: (a) equipment, materials, resources and supplies, including spare parts inventories, are available to meet the Generating Facility's needs; (b) sufficient operating personnel are available at all times and are adequately experienced, trained and licensed as necessary to Operate the Generating Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Generating Facility and Emergencies whether caused by events on or off the Site; (c) preventative, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Generating Facility, and are performed by knowledgeable, trained and experienced personnel utilizing proper equipment and tools; (d) appropriate monitoring and testing are performed to ensure equipment is functioning as designed; (e) equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public or the Transmission Provider's electric system, or contrary to environmental laws, permits or regulations or without regard to defined limitations, such as flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and (f) equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generation operations in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.

"PPT" means Pacific Daylight time when California observes Daylight Savings Time and Pacific Standard Time otherwise.

"PURPA" means the Public Utility Regulatory Policies Act of 1978, Public Law, 95-617, codified at 16 United States Code ("USC") §824a-3, as amended from time to time.

"Qualifying Facility" means an electric energy generating facility that complies with the qualifying facility definition established by PURPA and any FERC decisions, orders, and rules implementing PURPA, as amended from time to time, including 18 Code of Federal Regulations ("CFR") Part 292.201, et seq., unless the Qualifying Facility is a public agency exempt from FERC jurisdiction under 16 USC §824(f).

"Real-Time Forced Outage" means a Forced Outage which occurs only after 5:00 p.m. PPT on the day before the Trading Day.

"Renewable Energy Credit" has the meaning set forth in Public Utilities Code Section 399.12(e)(2), as may be amended from time to time or as further defined or supplemented by Applicable Law.

"Resource Adequacy" means the procurement obligation of load serving entities, including Buyer, as such obligations are described in Resource Adequacy Rulings, as those obligations may be altered from time to time in the CPUC Resource Adequacy Rulemakings (R.) 04-04-003 and (R.) 05-12-013 or by any successor proceeding, and all other Resource Adequacy obligations established by any other entity, including the CAISO.

"Resource Adequacy Benefits" means the rights and privileges attached to the generating capacity of the Generating Facility that, in accordance with Public Utilities Code Section 2841(f), count toward satisfying Buyer's Resource Adequacy obligations.

"Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-024, 06-07-031 and any subsequent CPUC ruling or decision, or any other Resource Adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such CPUC decisions, rulings, laws, rules or regulations may be Amended or modified from time to time during the Term.

"Schedule" means the action of the Scheduling Coordinator, or its designated representatives, of preparing a schedule based on Seller's forecast and notifying, requesting, and confirming the CAISO-Approved Quantity with the CAISO, the electric energy delivered from the Generating Facility.

"Scheduled Amount" means the Day-Ahead Schedule comprised of the quantity (in MWh) of electric energy expected to be produced by the Generating Facility that is scheduled from Seller or Seller's Scheduling Coordinator to Buyer in a Physical Trade in the IFM.

"Scheduling Coordinator" means an entity certified by the CAISO for the purposes of undertaking the functions specified by CAISO Tariff Section 2.2.6, as amended by FERC from time-to-time.

"SC Set-Up Fee" has the meaning set forth in Section 1.08.

"Seller" has the meaning set forth in the Preamble.

"Settlement Agreement" means that particular agreement dated October 8, 2010 which resolved certain issues pending in Rulemakings 99-11-022, 04-04-003 and 04-04-025 and was approved by CPUC decision D.10-12-035.

"Settlement Effective Date" means November 23, 2011, the date on which the Settlement Agreement became effective.

"Simple Interest Payment" means a dollar amount calculated by multiplying the: (a) dollar amount on which the Simple Interest Payment is based; by (b) the Interest Rate; by (c) the result of dividing the number of days in the calculation period by 360.

"Site" means the real property on which the Generating Facility is located, as further described in Section 1.02 and Exhibit G.

"Site Control" means that Seller (a) owns the Site, (b) is the lessee of the Site under a lease, the term of which begins on or before the Term Start Date and extends at least through the Term End Date, (c) is the holder of a right-of-way grant or similar instrument with respect to the Site, or (d) is managing partner or other Person authorized to act in all matters relating to the control and Operation of the Site and Generating Facility.

"Site Host" means any Person purchasing or otherwise using the Site Host Load or thermal energy output from the Generating Facility.

"Site Host Load" means the electric energy and capacity produced by or associated with the Generating Facility that serves electrical loads (that are not Station Use) of Seller or one or more third parties pursuant to California Public Utilities Code Section 218(b).

"SRAC" means the full short run avoided operating costs that are the basis of Buyer's published electric energy prices, as well as the methodology describing, among other things, payment for GHG compliance costs and GHG charges, and certain reporting requirements with respect thereto, as approved by the CPUC in the Settlement Agreement, and as may be revised by the CPUC from time to time. Section 10 of the Settlement Agreement sets forth SRAC as in effect on the Settlement Effective Date.

"Station Use" means the electric energy produced by the Generating Facility that is used within the Generating Facility to power the lights, motors, control systems and other electrical loads that are necessary for Operation, including transformation losses to power such equipment and other necessary loads.

"Telemetry System" means a system of electronic components that interconnects the CAISO and the Generating Facility, all in accordance with the CAISO Tariff.

"Term" has the meaning set forth in Section 1.01.

"Term End Date" has the meaning set forth in Section 1.01.

"Term Start Date" has the meaning set forth in Section 1.01.

"Term Year" means a 12-month period beginning on the first day of the Term and each successive 12-month period thereafter.

"TOD Period" means the time of delivery period used to calculate the Monthly Contract Payment set forth in Exhibit B or Exhibit B(1), as determined by Section 1.07.

"Trading Day" means the day in which Day-Ahead (as defined in the CAISO Tariff) trading occurs in accordance with the WECC Preschedule Calendar (as found on the WECC's website).

"Transmission Provider" means any Person responsible for the interconnection of the Generating Facility with the interconnecting utility's electrical system or the CAISO Controlled Grid or transmitting the Metered Energy on behalf of Buyer from the Delivery Point to the CAISO-Controlled Grid.

"WECC" means the Western Electricity Coordinating Council.

**** End of Exhibit A ****

EXHIBIT B

This Exhibit B establishes the avoided cost price adopted and implemented by the CPUC in CPUC Decision 09-12-042 (as modified by CPUC Decisions 10-04-055, 10-12-055, and 11-04-033).

1. Monthly Contract Payment

Each Monthly Contract Payment is calculated on a calendar month basis in dollars as follows:

TOD Period payment 1st TOD Period +
TOD Period payment 2nd TOD Period +
TOD Period payment 3rd TOD Period +
Location Bonus

All TOD Period Payments shall be calculated as set forth in Section 2 of this Exhibit B.

The "1st TOD Period," "2nd TOD Period," and "3rd TOD Period" subscripts refer to the three TOD Periods that apply for the applicable calculation month, as set forth in Section 5 of this Exhibit B.

The Location Bonus, if applicable, shall be calculated as set forth in Section 6 of this Exhibit B.

2. TOD Period Payment Calculation

Each monthly TOD Period Payment is calculated in dollars, using the terms defined below, as follows:

(Fixed price component + Variable price component) * (TOD Factor) *
metered kWh exported during the TOD Period during the month

The Metered Energy per hour used for payments shall be limited to 500 kW times 1 hour. Additionally, once the Metered Energy delivered during any Term Year equals the As-Available Contract Capacity at 100% capacity factor applied over 8,760 hours, no further payments will be calculated or paid for the remaining TOD Periods within any remaining months of the current Term Year.

3. Fixed Price Component

The Fixed Price Component for all TOD Periods shall be the amount in the following table for the year of the Term Start Date. The fixed price component does not escalate during the term of the Agreement.

Year	$/kwh
2012	0.02000
2013	0.02033
2014	0.02068
2015	0.02104
2016	0.02140
2017	0.02142
2018	0.02145

Year	$/kwh
2019	0.02147
2020	0.02149
2021	0.02151
2022	0.02153
2023	0.02155

4. Variable Price Component Calculation

The Variable Price Component is calculated in dollars as follows:

[(Monthly bidweek gas price + Intrastate gas transportation rate)/1,000,000* Heat Rate] + Variable O&M

(a) Monthly bidweek gas price shall be calculated as the average of monthly bidweek gas price indices at PG&E Citygate as reported in Gas Daily, Natural Gas Intelligence, and Natural Gas Weekly

(b) Intrastate gas transportation rate shall be the tariffed intrastate gas transportation rate for large electric generators as published in the PG&E Gas Tariffs G-EG and G-SUR.

(c) Heat Rate, pursuant to the AB 1613 Decisions, shall be equal to:

6,924 Btu/kWh

(d) Variable O&M shall be the amount in the following table for the year in which the payment is being calculated. For years after 2023, Variable O&M shall be the 2023 payment multiplied by 1.02, compounded for each year beyond 2023.

Variable O&M	
Year	**$/kwh**
2012	0.00311
2013	0.00316
2014	0.00322
2015	0.00329
2016	0.00335
2017	0.00342
2018	0.00349
2019	0.00356
2020	0.00364
2021	0.00371
2022	0.00377
2023	0.00384

5. Time of Delivery Periods and Allocation Factors.

TOD Periods. The time of delivery periods ("TOD Periods") specified below shall be referenced by the following designations:

	TOD PERIOD		
Monthly Period	**1. Super-Peak**	**2. Shoulder**	**3. Night**
A. June – September	A1	A2	A3
B. Oct. – Dec., Jan. & Feb.	B1	B2	B3
C. Mar. – May	C1	C2	C3

Monthly Period Definitions. The Monthly Periods are defined as follows:

A. June – September;

B. October, November, December, January and February; and

C. March - May.

TOD Period Definitions. The TOD Periods are defined as follows:

1. **Super-Peak** (5x8) = hours ending 13 – 20 (Pacific Prevailing Time (PPT)) Monday – Friday (*except* NERC Holidays) in the applicable Monthly Period.

2. **Shoulder** = hours ending 7 – 12, 21 and 22 PPT Monday – Friday (*except* NERC Holidays); and hours ending 7 – 22 PPT Saturday, Sunday and all NERC Holidays in the applicable Monthly Period.

3. **Night** (7x8) = hours ending 1 - 6, 23 and 24 PPT all days (including NERC Holidays) in the applicable Monthly Period.

"NERC Holidays" mean the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day, occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the fourth (4th) Thursday in November. New Year's Day, Independence Day, and Christmas Day occur on the same date each year, but in the event any of these holidays occur on a Sunday, the "NERC Holiday" is celebrated on the Monday immediately following that Sunday; and if any of these holidays occur on a Saturday, the "NERC Holiday" remains on that Saturday. Notwithstanding anything to the contrary in this paragraph, NERC Holidays shall be calculated as "Shoulder" hours for all non-"Night" hours and any remaining hours shall be calculated as "Night" hours.

TOD Factors. In accordance with all other terms of this Exhibit B, the following Time of Delivery Factors ("TOD Factors") shall be used in the TOD Period Payment Calculation for each of the specified TOD Periods in which Energy is delivered:

TOD FACTORS FOR EACH TOD PERIOD			
Period	**1. Super-Peak**	**2. Shoulder**	**3. Night**
A. June – September	2.38	1.12	0.59
B. Oct. – Dec.; Jan. & Feb.	1.10	0.94	0.66
C. Mar. – May	1.22	0.90	0.61

6. <u>Location Bonus</u>.

If the Generating Facility is located in a "High-Value Area" as set forth below, each Monthly Contract Payment for the entire Term shall receive a Location Bonus calculated as follows:

Location Bonus = Sum of monthly TOD Periodn Payments * 0.10

The Generating Facility shall be deemed to be located in a High-Value Area if it is interconnected to Buyer's electric system at a location which, in the year of the Effective Date, is identified pursuant to CPUC D. 09-12-042 (as modified by other AB 1613 Decisions) as a "Local Resource Adequacy" area based on the most recent CAISO Local Capacity Requirement Study adopted by the CPUC.

**** End of Exhibit B****

EXHIBIT B (1)
Monthly Contract Payment Calculation

1. Monthly Contract Payment

Each Monthly Contract Payment is calculated on a calendar month basis in dollars as follows:

TOD Period Energy Payment $_{\text{1st TOD Period}}$ +
TOD Period Energy Payment $_{\text{2nd TOD Period}}$ +
TOD Period Energy Payment $_{\text{3rd TOD Period}}$ +
TOD Period Energy Payment $_{\text{4th TOD Period}}$ +
TOD Period Capacity Payment $_{\text{1st TOD Period}}$ +
TOD Period Capacity Payment $_{\text{2nd TOD Period}}$ +
TOD Period Capacity Payment $_{\text{3rd TOD Period}}$ +
TOD Period Capacity Payment $_{\text{4th TOD Period}}$

All TOD Period Energy Payments shall be calculated as set forth in Section 2 of this Exhibit B (1).

All TOD Period Capacity Payments shall be calculated as set forth in Section 3 of this Exhibit B (1).

The "1st TOD Period," "2nd TOD Period," "3rd TOD Period" and "4th TOD Period" subscripts refer to the four TOD Periods that apply for the calculation month, as set forth in Section 4 of this Exhibit B (1).

2. TOD Period Energy Payment Calculation.

(a) Each monthly TOD Period Energy Payment is calculated as follows:

$$\text{TOD PERIOD ENERGY PAYMENT, in dollars} = \sum_{FirstHour}^{LastHour} [(EP-LA) \times APE + LA \times MA]$$

Where:

EP = TOD Period Energy Price, stated in Section 2(b) of this Exhibit B (1), in dollars per kWh.

APE = The sum of the Allowed Payment Energy from the Generating Facility for each hour of the TOD Period, in kWh, as determined in accordance with Section 2(c) of this Exhibit B (1).

LA = Hourly Location Adjustment price, as set forth in SRAC.

MA = Metered Amounts for each hour of the applicable TOD Period, in kWh. Metered Amounts for any hour is equal to the sum of Metered Amounts for all Metering Intervals in that hour.

First Hour = First hour of the applicable TOD Period.

Last Hour = Last hour of the applicable TOD Period.

Once 120% of the Expected Term Year Net Energy Production is achieved, no additional hourly energy payments will be calculated for the remaining TOD Periods within any remaining months of the current Term Year.

(b) Factor "EP" in Section 2(a) of this Exhibit B (1). The TOD Period Energy Price, in dollars per kWh, for any TOD Period shall be calculated pursuant to and as determined by the methodology set forth in SRAC.

(c) Factor "APE" in Section 2(a) of this Exhibit B (1). The Allowed Payment Energy for each hour of each TOD Period of any month is calculated as follows:

APE = The sum of the Metered Energy when Buyer is Scheduling Coordinator or Scheduled Amounts when Buyer is not Scheduling Coordinator from the Generating Facility for each hour of the TOD Period, in kWh.

3. TOD Period Capacity Payment Calculation.

(a) Each monthly TOD Period Capacity Payment is calculated on a calendar month basis as follows:

TOD PERIOD CAPACITY PAYMENT in dollars = ACP x CAF

Where:

ACP = As-Available Capacity Payment for the TOD Period, as determined in accordance with Section 3(b) of this Exhibit B (1), in dollars per year.

CAF = The CPUC approved Capacity Payment Allocation Factor for the TOD Period in the year, based upon the formula adopted by the CPUC in D.01-03-067 and D.97-03-017. For purposes of this Agreement, the CPUC approved Capacity Payment Allocation Factors are as provided in the table below, allocated to each month of the season based on the proportion of the month's hours in the TOD Period to the season's hours in TOD Period, and may be updated per subsequent CPUC decision:

Capacity Payment Allocation Factors		
Season	*TOD Period*	*Factor*
Summer	Peak	0.7619
	Partial Peak	.0238
	Off Peak	.0002
	Super Off Peak	0.00000
Winter	Peak	N/A
	Partial Peak	0.2125
	Off Peak	0.0015
	Super Off Peak	0.00000

(b) Factor "ACP" in Section 3(a) of this Exhibit B (1). The As-Available Capacity Payment shall be calculated pursuant to the following formula:

AS-AVAILABLE CAPACITY PAYMENT, in dollars

= AAC x AACP

Where:

AAC = As-Available Capacity for the TOD Period, as determined in accordance with Section 3(c) of this Exhibit B (1), in kWh per hour.

AACP= The As-Available Capacity Price adopted by the CPUC in the Decision for the applicable year as set forth in the following table:

As-Available Capacity Price	
Year	*Price $/kW-yr*
2010	39.39
2011	41.22
2012	43.09
2013	45.00
2014	46.97
2015	48.98
2016	51.05
2017	53.16
2018	55.33
2019	57.56
2020	59.83
2021	62.17
2022	64.57
2023	67.02
2024	69.53
2025	72.11
2026	74.76
2027	77.46
2028	80.24

(c) Factor "AAC" in Section 3(b) of this Exhibit B (1). The As-Available Capacity for each TOD Period of each month is calculated as follows:

AS-AVAILABLE CAPACITY, in kWh per hour = MAC

Where:

MAC = The Maximum Allowed Capacity for the TOD Period as determined in Section 3(d) in this Exhibit B (1), in kWh per hour.

(d) Factor "MAC" in Section 3(c) of this Exhibit B (1). The Maximum Allowed Capacity for each monthly TOD Period is calculated as follows:
MAXIMUM ALLOWED CAPACITY, in kWh per hour = LE / PH

Where:

LE = The sum of the Limited TOD Energy from the Generating Facility for all hours of the TOD Period, as determined in Section 3(e) of this Exhibit B (1), in kWh.

PH = The total number of hours in the TOD Period (period hours).

(e) Factor "LE" in Section 3(d) of this Exhibit B (1). The Limited TOD Energy for each TOD Period of any month is calculated as follows:

$$\text{LIMITED TOD ENERGY, in kWh} = \sum_{FirstHour}^{LastHour} (E)_{\text{Hour}}$$

Where:

E = The lesser of: (i) Metered Energy for the applicable hour, in kWh; and (ii) Allowed Hourly Energy, as determined in Section 3(f) of this Exhibit B (1), in kWh.

First Hour = First hour of the applicable TOD Period.

Last Hour = Last hour of the applicable TOD Period.

Metered Energy for any hour is equal to the sum of Metered Energy for all Metering Intervals in that hour.

(f) Factor "E" in Section 3(e) of this Exhibit B (1). The Allowed Hourly Energy is calculated as follows:
ALLOWED HOURLY ENERGY in kWh = 1 hour x CC

Where:

CC = The As-Available Contract Capacity, as set forth in Section 1.03, in kW.

4. Time of Delivery Periods.

SEASON AND TIME PERIOD			
Time Period	**Period A – Summer May 1 - October 31**	**Period B - Winter November 1 - April 30**	**Applicable Days**
Peak	Noon - 6:00 p.m.	NA	Weekdays except Holidays
Partial-Peak	8:30 a.m. – Noon	8:30 a.m. - 9:30 p.m.	Weekdays except Holidays
	6:00 p.m. - 9:30 p.m.		Weekdays except Holidays
Off-Peak	9:30 p.m. - 1:00 a.m.	9:30 p.m. - 1:00 a.m.	Weekdays except Holidays
	5:00 a.m. - 8:30 a.m.	5:00 a.m. - 8:30 a.m.	Weekdays except Holidays
	5:00 a.m. - 1:00 a.m.	5:00 a.m. - 1:00 a.m.	Weekends & Holidays
Super Off-Peak	1:00 a.m. - 5:00 a.m.	1:00 a.m. - 5:00 a.m.	All Days

**** End of Exhibit B(1) ****

EXHIBIT C
Seller's Forecasting Submittal and Accuracy Requirements

1. General Requirements. The Parties shall abide by the Forecasting requirements and procedures described below and shall agree upon reasonable changes to these requirements and procedures from time to time as necessary to:

   (a) Comply with the CAISO Tariff, as applicable, if Seller is interconnected pursuant to a FERC-jurisdictional interconnection tariff;

   (b) Accommodate changes to their respective generation technology and organizational structure; and

   (c) Address changes in the operating and scheduling procedures of Seller, Buyer, and if Seller is interconnected pursuant to a FERC-jurisdictional interconnection tariff, CAISO, including automated Forecast and outage submissions.

2. Forecast of Monthly Energy Deliveries.

   (a) Using the following table, Seller shall provide Buyer a forecast of monthly Metered Energy and explain the basis of Seller's Forecast, no later than Seller's execution of this Agreement.

Monthly Metered Energy Delivery Forecast	
Month	**Average Metered Energy (kWh)**
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

   (b) If Buyer finds that Seller's actual annual metered output a differs by at least twenty percent (20%) from Seller's annual generation forecast, then Buyer may request, on an annual basis, that Seller provide an updated generation forecast schedule.

**** End of Exhibit C ****

EXHIBIT D
Outage and Maintenance Schedule Submittal Requirements

1. General Requirements. The Parties shall abide by the Outage and Maintenance Schedule Submittal Requirements described below and shall agree upon reasonable changes to these requirements and procedures from time to time, as necessary to (a) comply with the CAISO Tariff if Seller is interconnected pursuant to a FERC-jurisdictional interconnection tariff, (b) accommodate changes to their respective generation technology and organizational structure, and (c) address changes in the operating and scheduling procedures, including automated forecast and outage submissions, of Seller, Buyer and the CAISO, if Seller is interconnected pursuant to a FERC-jurisdictional interconnection tariff.

2. Outage and Maintenance Scheduling.

   (a) Seller shall provide Buyer with its Outage and Maintenance Schedule, using the following table, and explain the basis for Seller's schedule, no later than Seller's execution of this Agreement.

Monthly Outage and Maintenance Schedule	
Month	**kWh Unavailable due to Outage or Maintenance**
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

   (b) In the event of an unscheduled outage or curtailment exceeding twenty-five (25) percent of the Power Rating (other than curtailments due to lack of motive force), Seller shall immediately notify Buyer of the necessity of such unscheduled outage or curtailment, the time when such has occurred or will occur, and the anticipated duration. Seller shall take all reasonable measures and exercise its best efforts to avoid unscheduled outage or curtailment, to limit the duration of such, and to perform unscheduled maintenance during Non-Peak hours.

3. Restriction on Planned Outages. During the Peak Months, Seller may schedule and utilize no more than 12 hours of outages per Peak Month, and only during the non-peak hours of the Peak Months.

**** End of Exhibit D ***

EXHIBIT E
CAISO Charges

Subject to Section 4.01(g), Buyer shall pay all applicable CAISO Charges and receive all applicable CAISO Revenues; *provided, however*, if, on or after the Term Start Date:

1. The CAISO implements or has implemented any sanction or penalty related to Scheduling, outage reporting or generator Operation, and any such sanctions or penalties are imposed on the Generating Facility or to Buyer as Scheduling Coordinator for the Generating Facility due solely to the actions or inactions of Seller in violation of this Agreement, then such sanctions or penalties will be Seller's responsibility;

2. Seller or any third party dispatches any portion of the As-Available Contract Capacity for the benefit of any party other than Buyer or a Site Host in respect of the Host Site, then Seller shall indemnify, defend, and hold Buyer harmless against any CAISO Charges; or,

3. There is a CAISO or Transmission Provider declared Emergency and Seller fails to meet Seller's obligations associated with any CAISO or Transmission Provider instruction or request (as may be communicated by Buyer as Scheduling Coordinator), as the case may be, to curtail output, or reschedule a planned outage set to occur during an Emergency, then, in each case, Seller shall indemnify, defend, and hold Buyer harmless against any CAISO Charges associated with the failure to respond to such Emergency.

5. Buyer as Seller's Scheduling Coordinator is subject to either Non-Availability Charges or Availability Incentive Payments, or both, during a month within the Resource Adequacy Compliance Year, as defined by CAISO Tariff, then any such Non-Availability Charges or Availability Incentive Payments shall be offset and the net value shall be entered into Seller's account for the applicable month pursuant to Section 3.20.

**** End of Exhibit E ****

EXHIBIT F
Notice List

[SELLER'S NAME]	[BUYER'S NAME]
All Notices are deemed provided in accordance with Section 7.07 if made to the address, facsimile numbers or e-mail addresses provided below:	All Notices are deemed provided in accordance with Section 7.07 if made to the address, facsimile numbers or e-mail addresses provided below:
Contract Sponsor: Attn: Street: City: Phone: Facsimile: E-mail:	
Reference Numbers: Duns: Federal Tax ID Number:	
Contract Administration: Attn: Phone: Facsimile: E-mail:	
Forecasting: Attn: Control Room Phone: Facsimile: E-mail:	
Day-Ahead Forecasting: Phone: Facsimile: E-mail:	
Real-Time Forecasting: Phone: Facsimile: E-mail:	
Payment Statements: Attn: Phone: Facsimile: E-mail:	
CAISO Charges and CAISO Sanctions: Attn: Phone: Facsimile: E-mail:	

Payments: Attn: Phone: Facsimile: E-mail:	
Wire Transfer: BNK: ABA: ACCT:	
Credit and Collections: Attn: Phone: Facsimile: E-mail:	
With additional Notices of an Event of Default or Potential Event of Default to: Attn: Phone: Facsimile: E-mail:	
Lender: Attn: Phone: Facsimile: E-mail:	

**** End of Exhibit F ****

EXHIBIT G
Generating Facility and Site Description

1. Generating Facility Description.

{Buyer Comment: Provide description of the Generating Facility equipment, systems, control systems and features, including a site plan drawing and a one-line diagram, and the generator nameplate(s).}

2. Site Description.

{Buyer Comment: Provide a legal description of the Site, including the Site map.}

**** End of Exhibit G ****

(End of Simplified Contract for Less than 500 kW Eligible CHP Facility)

ELECTRIC SAMPLE FORM 79-1141
AGREEMENT FOR SCHEDULE A-15
FIXED USAGE ESTIMATE

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE

DISTRIBUTION

- ☐ Customer (Copy)
- ☐ Division ES&S (Copy)
- ☐ Records Processing (Original)

REFERENCES

BD.#:_____

SA #: _____

_____

This Agreement between _____ (Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company on Schedule A-15F at the locations reported for equipment described in the attachments to this Agreement and billing data reported monthly or annually as required by this Agreement and subject to review by the Company for unmetered status.

WHEREAS, in the Company's opinion, it would be impractical, infeasible, or cost prohibitive to install direct current (DC) electric meters at the requested locations and for equipment installed subject to this Agreement; and

WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from manufacturer's specifications and operating characteristics of the Customer, or through the use of a temporary measuring device or DC monitor; and

WHEREAS, pursuant to the Company's electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service as provided herein.

NOW THEREFORE, in consideration of the terms and covenants contained herein, Customer and the Company hereby agree as follows:

1. Customer's equipment that is the subject of this Agreement, are identified in the data sheets set forth in Attachment A (Equipment). Each location will be considered a separate account and billed on the Company's regular monthly billing cycle for the applicable area. Each location will be evaluated for unmetered service separate from any other location. Billing of fixed usage will be done under the rate schedule indicated on Attachment A. Billing will be based on the methodology described in paragraph 3, below. This Agreement is for Equipment directly connected to the Company's distribution system, and is not available for equipment connected via a third party service, or third party equipment.

2. Each individual piece of Equipment shall constitute a separate unit for purposes of this Agreement. The method of determining the electric usage for each unit shall be as follows:

   a) Customer shall provide the Company all of the information necessary to complete Attachment A, including without limitation, the description of the equipment model, type, unit and load, prior to the installation of any Equipment. To facilitate completion of Attachment A, third party testing results or metered results are required where Customer has no manufacturer data. Information to verify the number and location of all Equipment at each service location shall be reported as described in Attachment A.

3. The monthly energy charge will be based on Equipment identified in Attachment A and the calculated kilowatt hours (kWh) applied to all locations for that equipment from the documented average consumption or rated input under paragraph 2a, above. The monthly charge shall also include all other charges under the General Services rate Schedule A-15, including the single customer charge per location, and single facility charge per location.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

* Automated Document, Preliminary Statement Part A

4 Pursuant to Section D of the Company's Electric Rule 3, Customer will promptly furnish the Company with notice of any changes in the connected or rated electrical loads or operating characteristics of such load for Equipment and each location for which service is provided under this Agreement, Attachment A shall be revised for the Equipment in question. As required in paragraph 6, Customers shall furnish the Company with information with a frequency and in a format acceptable to the Company, verifying and reconciling the Equipment at each service location, current installs and removals for the month or annually, including changes in Model or type of equipment. Any changes relating to the Model or type shall be reported as described in Attachment A. Any changes relating to the number or location of any Equipment and reflecting the net result of any installations or removals shall be reported as described in Attachment A. If it is determined that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with Electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the applicable charges for this electrical load, calculated in accordance with paragraphs 2 and 3, above. The Company reserves the right to field or bench test Customer's Equipment to verify the full rated input or average consumption. The Company reserves the right to review calibration records of Customer's test equipment used to provide measured load for previously existing grandfathered units.

5. Auditing will be conducted at the Company's sole discretion. Customer will provide a complete and accurate inventory and other information as required in paragraph 4 and in Attachment A. Customer shall provide access to Equipment and provide assistance to the Company as necessary to complete the audit. The Company shall have the right to collect the costs of the additional field verification work that would otherwise not be incurred in serving metered facilities.

6. As provided for in the Company's Electric Rule 11, Section A.1, billing will continue until such time that Customer informs the Company with 2 days prior written notice to: a) terminate billing: and b) as a condition of this Agreement, to make proper notification for scheduling the Company to de-energize Customer's Equipment.

7. Only duly authorized employees or agents of the Company may connect Customer's electrical loads to, or disconnect the same from, the Company's electric distribution facilities.

8. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on private property or within the public right of way.

9. Service furnished in accordance with this Agreement shall in all respects be subject to Company's applicable tariffs on file with the California Public Utilities Commission and shall at times be subject to such changes or modifications by the California Public Utilities Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

10. Customer's Equipment shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95. Customer will inform the Company as to the state, county, or local government authority with jurisdiction to approve installation of facilities to be energized, obtain proper inspection clearance or other approvals as required, and provide evidence of clearance to the Company. Where no state, county or local government authority has jurisdiction over Customer's installation, Customer will inform the Company of that fact and will provide the Company with a letter from Customer's qualified electrical engineer or engineering consultant authorizing Company to energize service to Customer's Equipment and indicating compliance with Customer's design criteria.

* Automated Document, Preliminary Statement Part A

11. This Agreement may be cancelled by either party on thirty (30) days prior written notice to the other party, which shall result in termination of service, unless: a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status.

12. The Company may, at a later date, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue unmetered service.

13. If Customer acquires additional unmetered facilities through merger, purchase, or other forms of acquisition, all such acquired unmetered facilities shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment A(s), if such additional unmetered facilities have not previously been identified to the Company. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of paragraph 18.

14. The Company is authorized to revise the form of Attachment A at its sole discretion and at any time require additional information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.

15. All notices required herein shall be given in writing and delivered personally, by United States Postal Service or other nationally recognized courier service to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer:	_____	Pacific Gas and Electric Company
Address:	_____	Billing Revenue & Records
	_____	P.O. Box 8329
	_____	Stockton, CA 95208
	_____	
Attn:	_____	Attn. Unmetered Electric Usage

16. Customer's bill shall be mailed to the address listed below and in Attachment A.

Billing Name: _____
Address: _____
_____

Attn: _____

17. The waiver by either Party of any default in the performance, or failure to insist on strict performance, by the other or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

* Automated Document, Preliminary Statement Part A

18. Customer may, with the Company's written consent, assign this Agreement if the assignee agrees in writing to perform all of Customer's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains responsible for all obligations under this Agreement up to the effective date of the assignment. In lieu of an assignment, the Customer's successor in interest may retrofit the Equipment for metering under Company's existing tariffs.

APPROVED:

	PACIFIC GAS AND ELECTRIC COMPANY
(Customer)	
(Signature)	(Signature)
(Type/Print Name)	(Type/Print Name)
(Title)	(Title)
(Date)	(Date)

* Automated Document, Preliminary Statement Part A

Pacific Gas and Electric Company

DISTRIBUTION	REFERENCES
Orginal	Date of Agmt.
☐ Billing Rev & Records	Date of Attachment
Copies	BD#
☐ Division ES&S	SA#
☐ Service Planning	
☐ Customer	

Attachment A to Agreement for Schedule A-15 Fixed Usage Estimate

(Form to be completed by PG&E)

Applicant: _____
Address: _____

_____

Billing Name: _____
Address (if different from mailing): _____

_____

Equipment billing information (to be completed by Pacific Gas and Electric Company)

Manufacturer/model or series _____

Equipment type _____

Basic calculation for monthly kiloWatt hours (kWh) rounded to the nearest whole kWh for billing.

Rate Schedule	*kWh/month billing*	
	Summer	Winter
A-15		

Applicant must provide the following:

° equipment model, type and unit identification number
° Input ratings in amps, nominal volts or documented average consumption
° Description of apparatus, if any, which controls hours of equipment operation, or other operating characteristics including range of efficiency rating, selectable range of voltages, and any other information deemed necessary by Pacific Gas and Electric Company to accurately establish billing amounts.

Additional documentation and attachments as required by Pacific Gas and Electric Company:

° *Pursuant to paragraphs 2a and 4 of the Agreement, for billing reporting, information required includes, but is not limited to:*
° Equipment location (e.g., Street address number, GPS coordinate or other acceptable identification)
° Notification of tax exemptions which apply to the provisions of service under this Agreement

Provide the following when requesting service through Pacific Gas and Electric Company local offices

° A copy of the Agreement and Attachments for Schedule A-15 Fixed Usage Estimate
° Necessary information to complete an Electric Rule 3 request for service if required

° "Automated Document, Preliminary Statement, Part A".

ELECTRIC SAMPLE FORM 79-1142 Sheet 1

NEMV INTERCONNECTION APPLICATION FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1 MEGAWATT OR LESS

Please Refer to Attached Sample Form

Pacific Gas and Electric Company®

NEMV

Interconnection Application for a Renewable Electrical Generation Facility of 1 Megawatt or Less

Project Identification Number _____ (for PG&E's use only)

Part I – Identifying the Generating Facility's Location and Responsible Parties

Please note: This Application does not constitute an application for rebate and/or incentive programs. For more information on these programs, please visit the program website at the links provided below.

- California Solar Initiative (CSI): www.pge.com/csi
- Self-Generation Incentive Program (SGIP): www.pge.com/sgip

other individually metered PG&E Benefitting Accounts the will be allocated the benefits of the Renewable Electric Generation Facility as described in NEMV, that meets all the applicability requirements in Schedule NEMV, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System.

The purpose of this Application is to allow the Owner to apply for the interconnect the Renewable Electric Generation Facility with PG&E's Distribution System, subject to the provisions of this Application and PG&E's rate schedule NEMV. Owner has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Distribution System, primarily to offset part or all of the NEMV Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service delivery point as listed in Appendix A. Owner shall comply at all times with this Application as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

Note: If this application is for a Renewable Electric Generation Facility with a generator type that is solar (PV) and/or wind, please use Application form 79-1131.

B. Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E along with a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E's interconnection review of the proposed Generating Facility.

C. NEM Transition

Customers receiving service on the current NEMV tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier, are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedules NEM and NEMV at https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDS_NEM.pdf and https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDS_NEMV.pdf for more details.

[1] Customer-owned line extensions that deliver power to other meters on the same property are not considered separate Service Delivery Points.

D. Description of Service (this Application is being filed for, check all that apply)**:**

- ❑ A New NEMV Renewable Electric Generation Facility interconnection (at an existing service).
- ❑ For Physical/Electrical Changes to an interconnected NEMV Renewable Electric Generation Facility with previous approval by PG&E (adding PV panels, changing inverters, or changing load and/or operations).
- ❑ A New NEMV interconnection in conjunction with a new service. An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000 (or 1-800-743-5000).
- ❑ A Reallocation of Eligible Energy Generation Credits under NEMV for an Existing Renewable Electric Generation Facility (see Appendix A). For a reallocation, Owner only needs to fill out Part I, sign Part IV, and complete Appendix A with the reallocation for the NEMV accounts.

  Special Condition 6 of Schedule NEMV requires that any Customer with an existing generating facility and meter who enters into a new NEMV Agreement (Form 79-1137) shall complete and submit a copy of form 79-1125 *NEM / NEMV / NEMVMASH Inspection Report* to PG&E, unless the electrical generating facility and meter have been installed and/or inspected within the previous three years.

E. Owner's Renewable Electric Generation Facility Information - Where will the Generating Facility be installed?

Name shown on Owner's PG&E service account (Must Match Owner's Name on PG&E Energy Bill)			
Street Address			
City		State	Zip
Mailing Address			
City		State	Zip
Business Phone	Home Phone	Fax	Email

F. Contractor Information (Must be completed even if Contractor will not serve as a PG&E contact).

Contractor	Company Name	
Mailing Address		
City	State	Zip
Business Phone	Fax	Email

❑ This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this Application.

G. Other Contact Information (This information is optional).

Contact Person	Company Name	
Mailing Address		
City	State	Zip
Business Phone	Fax	Email

❑ This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this Application.

By checking the boxes above and signing this Application, Owner authorizes PG&E to release information to the contact(s) named above regarding Owner's usage and billing information, Renewable Electric Generation Facility location, size and operational characteristics as requested in the course of this interconnection process. PG&E is granted permission to share information with authorized recipients for a period of **two years** from the date this Application is received by PG&E. Contact(s) are also authorized to make changes to rates and metering arrangements that may result in charges to Owner. Should Owner wish to select a different authoriziaton period, Owner may utilize the "Authorization to Received Customer Information or Act on a Customr's Behalf", which may be found at: https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1095.pdf

In addition, Owner authorizes PG&E to release to the California Energy Commission (CEC) information regarding Owner's facility, including Owner's name and Renewable Electric Generation Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

Part II – Selecting the Study Process

Please check one:

❑ Fast Track Process

❑ Detailed Study (not typical)

- Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

Part III – Requirements for Interconnection

In submitting this document, I the Owner, understand and agree to the following terms and conditions:

Permission to Interconnect

Owner must not operate their Renewable Electric Generation Facility in parallel with PG&E's Distribution System until they receive written authorization for Parallel Operation from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Owner may be liable.

Safe Operation of the Renewable Electric Generation Facility

Notwithstanding any other provision of this Application, if at any time PG&E determines that either (a) the Owner's Facility, or its operation, may endanger PG&E personnel, or (b) the continued operation of the Owner's Facility may endanger the safe and reliable operation of PG&E's electrical system, PG&E shall have the right to disconnect the Facility from PG&E's system. Owner's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

Interconnections on PG&E's Secondary Network

Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEMV Owner's Renewable Electric Generation Facility. **Please contact Generation Interconnection Services at 415-972-5676 or email gen@pge.com if your proposed installation is in San Francisco where the zip**

code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland and where the zip code is 94607 or 94612.

Meter access

Owner's generator output meter and the AC disconnect switch must be installed in a safe, PG&E-accessible location and remain unobstructed by locked gates or pets. Additionally, meter and AC disconnect switch access must be maintained at all times for meter reading and system maintenance. Any animals owned by the Owner or Multifamily residents, including pet dogs, should not have access to these areas to avoid hindering PG&E service personnel, preventing them from completing their work. Customers who currently have generator meters inaccessible from the outside of the building and who choose to place their generator AC disconnect switch near their meter, must place the required generator AC disconnect switch in a location readily accessible to PG&E in order to participate in this program. Should future access problems arise, PG&E reserves the right to terminate service, in accordance with its filed tariffs.

Smart Inverters

For Owner applications received on or after September 9, 2017, the Owner certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Owner's inverter. Owner further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Owner understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Owner will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at 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 Owner upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Owner has submitted the interconnection application prior to September 9, 2017,

(c) the Owner provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application1[2] no later than March 31, 2018, or

(d) the Owner provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Owner replacing an "existing inverter" certifies it is being replaced with either:

(i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or

(ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Document and Fee Requirements

Other Documents and/or Fees *may* be required and there may be requirements for interconnection in addition to the above list**,** depending on the specifics of the planned Renewable Electric Generation Facility. Other approvals and/or other agreements may be needed for special PG&E programs or regulatory agency requirements.

---

[2] A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Owner final inspection clearance from the governmental authority having jurisdiction over the generating system.

Stale Applications

If this Application is still pending two years from its date of submittal and Owner has not met all of the requirements, PG&E will close this application and Owner will be required to submit a new application should Owner wish to take service on Schedule NEMV.

A. Application Package:

These documents are needed at the time of application to ensure safe and reliable operation of PG&E's Distribution System and to confirm that Owner's interconnection has been performed in accordance with PG&E's tariffs. (Additional forms are available upon request by telephoning 415-972-5676, emailing gen@pge.com, or visiting PG&E's website at www.pge.com/standardnem). **Owners should not delay sending any part of the Application package to PG&E.** As PG&E receives the documentation described in Sections (1) through (5) below, PG&E will begin to process the application.

Required Documents for New Applicants:

1. A completed copy of this **Application, including completed Appendices A, B and C as well as the Supplemental Data Collection Form (see Part I Section B above)**. ***Please note***: the Owner's name (as identified in Part I, Section D) must be the same name as on the PG&E bill. In this Application, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Benefitting accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Benefitting accounts will be defaulted to Rate Schedule E-1, for residential accounts, A-1 or B-1 for general service accounts (unless required to be on a mandatory rate schedule such as E-19, B-19, E20 or B-20), and AG-1 or AG-A1 for agricultural rates when establishing how Owner's Benefitting Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

2. A **single-line diagram** showing Owner's actual installation of his/her Renewable Electric Generation Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all generators, circuit breakers and other protective devices of the Renewable Electric Generation Facility, the general location of the Owner's loads relative to the Renewable Electric Generation Facility, and the interconnection with PG&E's Distribution System. The diagram must include the following information:

   a. A description and location of the visible, lockable **AC disconnect switch**.

      PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEMV Eligible Renewable Electric Generation Facility and utility's Distribution System.

   b. A description of the specific **inverter**(s), if any, used to control the interconnection between PG&E and the Renewable Electric Generation Facility, including rating, brand name, and model number. Only CEC-certified inverters[3] will pass the requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.

   c. A complete description of the **generating equipment Owner plans to install**. The description must include the generator manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified equipment will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote below). For generator equipment that is not CEC certified, Applicant may need to provide additional information and/or documentation at PG&E's request.

   d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.

   e. PG&E requires **a generation output meter**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information. NEMV customers may be able to combine the generator output meter with an incentive meter. See Schedule NEMV for details and the cost.

3. **Site Diagram** – The site diagram must show the building or buildings at the same Service Delivery Point that will be included as part of the NEMV Arrangement that meets the single Service Delivery Point requirement in the

[3] The CEC's eligible equipment list can be found under the CSI heading at: https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists

Applicability Section of NEMV, the meter locations, and denote where the Renewable Electric Generation Facility will be located and interconnected.

4. Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEMV Generating Facility location:

   Owner shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability. An Owner with a Renewable Electric Generation Facility that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

   ❑ To the extent that Owner has currently in force property insurance and commercial general liability or personal liability insurance, Owner agrees that it will maintain such insurance in force for the duration of this Application in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Owner meets the requirements of this section, Owner shall not be required to purchase any additional liability insurance.

   ❑ I have insurance. I hereby certify that there is presently insurance coverage in the amount of $_____ for the Schedule NEMV Generating Facility location.

   Insuring Company's Name: _____

   Insurance Policy # _____

   ❑ I **do not** have insurance. I hereby certify that there is presently $0 (zero) dollars of insurance for the Schedule NEMV Generating Facility location.

5. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's Application package will not be complete until PG&E receives this document.**

6. Schedule NEMV may include charges where applicable, including but not limited to that in Special Conditions 1 (metering), 2 (one-time set-up or modification charges), and/or 3 (demand credit set-up charges).

7. **Appendix C, Site Assessment Documentation-** as described in the cover sheet for Appendix C.

Internet Application Forms

If this Application has been completed electronically, it may be submitted to PG&E via e-mail or through PG&E's online portal when it becomes available. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be emailed (with all aforementioned documents scanned and included as attachments) to PG&E at the address noted in Part V Section E, "Notices".

Part IV – General Facility

A. Expected **date** of Project Completion and PG&E Receipt of Final, Signed-Off Building Permit for Generating Facility?

Date: _____

B. Are there any other generators interconnected on this account?

❑ Yes

If yes, specify what kind of generator _____

❑ No

C. Are there any possible generator meter access issues?

❑ Yes **If yes**, check all that apply:

❑ Locked Room/Gate	❑ Meter located inside of facility/residence
❑ Unrestrained animal at meter or AC disconnect switch location	❑ Other (Please explain) _____ _____

❑ No

D. Are any of your accounts on a Demand Response program?

(Qualified Customers are eligible for the same demand response programs and solar tariffs as NEM customers. Demand response payments to Qualified Customers will be based on the Qualified Customer's metered usage disregarding any contributions from virtually net-metered generation. Similarly, any other demand response programmatic elements that are affected by a customer's load (e.g., program eligibility) should also exclude from consideration any impacts of NEMV generation.)

❑ Yes

If yes, what program are you on? _____

❑ No.

E. Generator Interconnection Tie-in Point – Does your interconnection satisfy PG&E's Meter Standards (Appendix C of this Application)?

❑ Yes

❑ No. Reason: _____

If after review of a customer's NEMV application PG&E determines a site assessment is essential, then PG&E may conduct a site assessment. Please note that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.

F. Are you planning to meet the requirements specified in the PG&E Greenbook (current reference is "VNEM Installation Requirements", Utility Bulletin TD6999B-005, 02/06/2012)?

❑ Yes

❑ No. Reason: _____

G. Where are you planning to tie in? Can you provide Switchgear cutsheets, detailing the proposed point of connection and bussing modification / clearances, cutsheets of the NGOM socket, to clearly identify proposed tie-in point?

Location: _____

H. Is the currently proposed tie-in point a result of restrictions placed on altering the existing panel or equipment within, as imposed by the local authority having jurisdiction?

❑ Yes - What restriction? _____

❑ No.

I. Have you confirmed the Ampere Interrupting capacity (AIC) rating of the existing panel?

❑ Yes

❑ No. Reason: _____

J. Is the account located within a PG&E secondary "network" system?

(Note: PG&E does not allow exporting generators to connect to secondary network systems. Portions of San Francisco and Oakland, where PG&E has a network grid. Customers seeking generator interconnections in San Francisco and Oakland must contact PG&E before beginning any work. See Section II above for more details.)

❑ Yes.

❑ No.

K. Are there existing PG&E gas or other utility's facilities in the vicinity of the proposed point of interconnection? (Note: Minimum clearances must be maintained from PG&E facilities, as specified in PG&E's Greenbook)

- ❑ Yes - Describe:_____
- ❑ No

L. Are you going to require PG&E to arrange to de-energize the service panel for you to safely connect the generator to the service panel?

(**Note:** that the de-energizing process may be as simple as a PG&E Troubleman opening a switch, or as involved as a PG&E crew performing switching, and rearrangement of service wires, and coordinating with neighboring customers that might be impacted by this de-energizing project. **PG&E requires ten (10) business days advance notice prior to performing such a request.)**

- ❑ Yes - Describe:_____
- ❑ No.

M. Can this de-energizing of the service panel be done during normal business hours?

- ❑ Yes
- ❑ No. If not, what time of the week and time of the day do you request this service disconnection to occur?

Mon Tues Wed Thu Fri Sat Sun ____:_____AM / PM___
(circle day of week) (enter time & circle AM or PM)

Note: The time of de-energizing the service panel will also depend on whether other customers are impacted and their input to the process.

N. What is the duration of the service disconnection requested?

Duration _____

O. Do you need PG&E personnel to stand by while you perform your work?

- ❑ Yes
- ❑ No

P. Will you need to obtain clearance from the local authority having jurisdiction prior to PG&E re-energizing the service panel?

(Note: Some cities/counties require that they have inspected the panel prior to reenergizing. You will need to provide proof of the local authority that your work will not require such approval, or be prepared to provide that to PG&E prior to PG&E re-energizing the panel.)

- ❑ Yes
- ❑ No

Part V – Description of the Generating Facilities *Use additional sheets, if necessary.*

A. AC Disconnect Switch (see Part II, Section A.2.a above for policy on disconnect switches)
List the AC disconnect switch that will be used at this Generating Facility.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

B. Generating Equipment

List all the equipment that will be interconnected to PG&E for this NEMV Arrangement:

1. Generation Equipment Detailed Description

NEMV Type of Generation Equipment - Table B.1 (see row 2 below)		
1. biomass	2. geothermal	3. municipal solid waste
4. solar thermal	5. fuel cell	6. landfill gas
7. small hydroelectric generation	8. ocean wave	9. digester gas
10. ocean thermal	11. tidal current	

Generating Equipment Description - Table B.2						
		Generator type 1	**Generator Type 2**	**Generator Type 3**	**Generator Type 4**	**Generator Type 5**
a	Is the Generator new or existing	__ New __ Existing	__ New __ Existing	__ New __ Existing	__ New __ Existing	__ New __ Existing
b	Number of Type of NEMV generation (from Table B.1)					
c	Please indicate the quantity of each "type" of Generators being installed:					
d	Generator Manufacturer					
e	Generator Model					
f	Is the Generator CEC certified?	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No
g	Generator Design	__ Synchronous __ Induction __ Inverter	__ Synchronous __ Induction __ Inverter	__ Synchronous __ Induction __ Inverter	__ Synchronous __ Induction __ Inverter	__ Synchronous __ Induction __ Inverter
h	Generator Gross Nameplate Rating					
i	Generator Operating Voltage					
j	Inverter (if any) Manufacturer					
k	Inverter (if any) Model					
l	Is the Inverter (if any) CEC certified?	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No
m	Inverter (if any) Gross Nameplate Rating					
n	Inverter (if any) Generator Operating Voltage					
o	Power Factor rating (if applicable)					
p	PF Adjustment Range (if applicable)					

2. Generator Account's otherwise-applicable rate schedule under the provisions of Schedule NEMV will be _____.

3. If the date of the permits allowing the Customer-Generator to commence construction of the Generating Facility is prior to January 1, 2003, please provide the date the permits were issued: _____.

4. The expected annual energy production of the Generating Facility is _____ kWh.

C. Service Panel Short Circuit Interrupting Rating

For systems larger than 10 kW, what is the short circuit interrupting rating (SCIR) rating of the service panel connected to this generating facility? _____

D. Maximum 3-Phase Fault Current Contribution

What is the maximum 3-phase fault current that will be contributed by the Generating Facility to a 3-phase fault at the Point of Common Coupling (PCC)? (If the Generating Facility is single phase in design, please provide the contribution for a line-to-line fault). _____ Amps

E. Notices - Mailing Instructions and Assistance:

When this Application has been completed it should be e-mailed, along with the required attachments, to the email address below. Any applicable fee payments shall be mailed to:

Payment USPS Mail	Payment Overnight Mail
USPS Mail: PG&E CFM/PPC Department P.O. Box 997340 Sacramento, CA 95899-7340	Overnight Mail: PG&E Customer Fund Management Payment Processing Center 885 Embarcadero Drive West Sacramento, CA 95605

Phone calls and questions may be directed to the Generation Interconnection Services' hotline at: 415-972-5676 or an electronic application may be submitted to NEMVGen@pge.com

F. Governing Law

This Application shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

G. Term of Application

After receipt of all applicable fees, required documents, and this completed Application, this Application shall become effective on the date of PG&E issues the permission to operate letter. This Application shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEMV.

H. Governing Authority

This contract shall at all times be subject to such changes or modification by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

I. Appendix A, Appendix B and Appendix C

Attached to this Application are:

- *Appendix A - Designation of NEMV Generating Account and Benefitting Accounts and their respective Eligible Energy Credit Allocation*
- *Appendix B –Owner Affidavit Warranting That NEMV Arrangement Is Sized to Load;* and
- *Appendix C – Generator Interconnection Tie-in Point Documentation*

Owner Name (Please Print): _____

(Signature): _____ Date:_____

Title: _____

A copy of this signed Application should be retained with the "Permission to Operate" letter to confirm project approval.

Appendix A – Designation of NEMV Generating Account and Benefitting Accounts and their respective Eligible Energy Credit Allocation

Project Identification Number _____ (for PG&E's use only)

Section 1 Instructions

1) Complete the section below (this information must match the Owner information on the attached Application).

Owner Name	Address	Date

2) Is this an application to establishing the Annual Eligible Energy Credit Allocation for a new NEMV Arrangement or for a change to the Allocation for an existing NEMV facility, as described in either NEMV Special Condition 2 or 3(g)?
   - ❑ This application is for an allocation for the initial, new NEMV Arrangement
   - ❑ This application is for a reallocation for an existing NEMV Arrangement:

3) Please use the attached Appendix A, Section 2 page to list all Benefitting Accounts in the Arrangement that will be taking service on NEMV. Alternatively, an Applicant may fill out the table below in a digital format (i.e. spreadsheet) and supply that along with the application and agreement to Rule21gen@pge.com. The Benefitting Accounts must be associated with the same Generator Account and all must satisfy the applicable Service Delivery Point requirements in the NEMV Applicability Section to be Eligible for Schedule NEMV.

   Please note for each row:
   - **Account Type** – (required) – The Generator Account row should be completed for the pertinent information for each column indicated; the Benefitting Account rows should be complete for the pertinent information for each column indicated. If there are more Benefitting Accounts than will fit on one page please use additional sheets as required and number pages accordingly.
   - **Account Address – (**required) -- Provide an address, including unit / apartment number, for all Accounts (for the Generator Account you may use the street address of the building upon which the generator will be installed).
   - **Occupant's / Owner's Name** – (required) - For the Generator Account enter the Owner's name; for all Benefitting accounts enter the name of the occupant or PG&E customer name for that location.
   - **PG&E Meter Number – (**required) **-** Enter the PG&E Meter Numbers for the all benefitting accounts.
   - **Otherwise Applicable Rate Schedule** – required -- Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for the Generator Account and all Benefitting Accounts.
   - **Eligible Allocation Percentage – (**required) -- For each Benefitting Account listed, enter the Eligible Allocation Percentage to two decimal places. The Eligible Energy Allocation Percentage for each Benefitting Account should be established so that the annual kilowatt hours allocated offsets no more than part or all of the customer's own annual electrical requirements. The total of all Benefitting Account Eligible Allocation Percentages in Appendix A for this NEMV Arrangement must equal exactly 100%. If Owner is changing the Eligible Allocation Percentage on an existing NEMV Arrangement, please list all allocations to confirm they add up to 100% and **circle** the changed allocations.
   - **Designated Unallocated Credit Account** "system operator/qualified customer" has the option to designate the disposition of unallocated credits to either: the Common Area Account, or one Benefiting Account. In the NEMV tariff this is referred to as the "Default Account."
   - **Appendix A, Section 2 Page Numbers –** In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2 Account List. (Start with Page 1 and do not count the page numbers for this instruction page). Also indicate on one of the pages if the allocation is for a new Arrangement, or an existing Arrangement.

   If Owner would like billing data from a Benefiting Account in order to verify the credit allocation they need the Benefitting Account customer's consent. To facilitate this process, here is a link to the: https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1095.pdf that would need to be submitted to PG&E prior to release of the Benefitting Account customer's billing data to the Owner.

Section 2

Account Type	Account Address *(required field)* (for Generator Account use street address for building with generator account)	Occupant's Name, *(Required field)* (Generator Accounts *should be under the Owner's Name* Please use name listed on PG&E Account bill)	PG&E Meter Number *(Required field)*	Otherwise Applicable Rate Schedule *(Required field)*	Eligible Allocation Percentage (*required* – to 2 decimal places, the sum of all Benefitting Account Allocation must total 100%. For changes to Existing NEMV Arrangements, list all percentages but circle all changed percentages)	Designated Unallocated Credit Account (optional – check one Common Area or Benefiting Account to receive unallocated credits)
Generator Account						
Benefitting Accounts						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

Project Identification Number _____ (for PG&E's use only) Account List - Appendix A, Section 2 Page _____ of _____

Is this a reallocation of an existing NEMV Arrangement? __ Yes ___ N

Please complete this agreement in its entirety

Appendix B – Owner Affidavit Warranting That NEMV Arrangement Is Sized to Load

Project Identification Number _____
(for PG&E's use only)

Address of Generator _____

_____

In accordance with Schedule NEMV, I, Owner warrant that:

1) the Generator Account associated with this NEMV Application is sized to offset no more than part or all of the annual usage (kWh) requirements of all the Benefitting Accounts in this NEMV Arrangement, and

2) the Eligible Allocation Percentage established for <u>each</u> Benefitting Account in Appendix A is sized to offset no more than part or all or the annual usage (kWh) requirement for that specific Benefitting Account.

Signed, _____, Owner, on date: _____

Owner's Name (printed) _____

Appendix C – Generator Interconnection Point Documentation

[PG&E to attach current copy or web link providing PG&E's standards and requirements for Virtual Net Metering and PG&E GIS contact information when sending this form to Applicant.]

Applicant attaches the following Documentation:

- the single line diagram to illustrate connection with the selected option provided in the Metering Standard
- the switchgear, switchboard, or main panel cut-sheets/shop drawings detailing the bussing, any modifications, clearances, and proposed point of interconnection. The proposal must include a signed PE stamp and modifications must be certified by the manufacturer or a qualified third party
- pictures of the point of interconnection (see safety "Note" below)
- the meter socket cut-sheets of the net generation output meter socket
- additional material as specified by PG&E

Note: If after review of a customer's NEMV application PG&E determines a site assessment is needed, then PG&E may conduct a site assessment. Owners are reminded that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.

Electric Sample Form 79-1143
California State Government Customers
On-Bill Financing Loan Agreement

Sheet 1

Please Refer to Attached
Sample Form

CALIFORNIA STATE GOVERNMENT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer ("**Customer**") has contracted for the provision of energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas & Electric Company (**"PG&E"**) shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("**Contractor**"), to provide the Work as described in the Application.

2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "**Adjustment**"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.

3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the State with financing. The Customer has independently hired contractors ("State Contractors") to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the State Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to State Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the State Contractors against PG&E.

4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.

5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.

7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.

8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:

    a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted

to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.

b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.

c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.

d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.

e. Further payment details are set forth below.

9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.

10. The Loan Balance shall not bear interest.

11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action**.

14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. **STATE OF CALIFORNIA REQUIREMENT**

    a. All Payment Obligations Subject to Appropriation

    The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electricity use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislature of the State of California.

    b. No Lien or Encumbrance; Subordination:

    (1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

    (2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the State Public Works Board of the State of California or any other issuer of bonds on behalf of the state concerning the Related Facilities entered into in the past, the present or the future (the "Senior Security Documents"); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

CALIFORNIA STATE GOVERNMENT CUSTOMERS
ON-BILL FINANCING LOAN AGREEMENT

16. Loan Particulars

	This table is to be completed by PG&E					
Total Cost **$**	**Incentive** **$**	**Customer Contribution** **(if applicable)** **$**	**Loan Balance** [1] **$**	**Monthly Payment** **$**	**Term** [2] **(months)**	**Number of Payments**

Check Made Payable to Contractor □ **or Customer** □ *[customer to select payment method. Note that only one check can be issued]*

17. 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.

Customer Details

Federal Tax ID or Social Security #, Customer

PG&E Account # / Service Agreement #

Account Name, Customer

Service Address, Customer

Name and Title of Authorized Representative of Customer

Signature of Authorized Representative of Customer

Date

Contractor Details

Federal Tax ID or Social Security #, Contractor

Name, Contractor

Address, Contractor

Name and Title of Authorized Representative of Contractor

ACCEPTED: Pacific Gas & Electric Company

PG&E On-Bill Financing Program Manager

Date

Address:
PG&E Integrated Processing Center
P.O. Box 7265
San Francisco, CA 94120-7265

Electric Sample Form 79-1145
Rule 21 Exporting Generator
Interconnection Request

Sheet 1

Please Refer to Attached
Sample Form

RULE 21
EXPORTING GENERATOR INTERCONNECTION REQUEST

1. The undersigned Applicant submits this request to interconnect its Generating Facility with the Pacific Gas and Electric Company (PG&E or Distribution Provider) Distribution System pursuant to Rule 21 (check only one):
   - ☐ Detailed Study Process
   - ☐ Fast Track Process

2. This Interconnection Request is for (check only one):
   - ☐ A proposed new Generating Facility.
   - ☐ An increase in the generating capacity or a Material Modification of an existing Generating Facility.

3. Applicant provides the following information:

   a. Address (to the extent known) or location, including the county, of the proposed new Generating Facility site or, in the case of an existing Generating Facility, the name and specific location, including the county, of the existing Generating Facility;

      Project Name:

      Project Location:
      Street Address:
      City, State:
      County:
      Zip Code:
      GPS Coordinates:

   b. Maximum net megawatt electrical output (as defined by section 2.c. of Attachment A to this appendix) of the proposed new Generating Facility or the amount of net megawatt increase in the generating capacity of an existing Generating Facility;

      Maximum net megawatt electrical output (MW): _____ or
      Net Megawatt increase (MW): _____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

c. Type of project (i.e., gas turbine, hydro, wind, etc.) and general description of the equipment configuration (if more than one type is chosen, include net MW for each);

___ Cogeneration _____ MW
___ Reciprocating Engine _____ MW
___ Biomass _____ MW
___ Steam Turbine _____ MW
___ Gas Turbine _____ MW
___ Wind _____ MW
___ Hydro _____ MW
___ Inverter Based: (e.g., Photovoltaic, Fuel Cell) _____ MW
If Fuel Cell, please describe primary fuel source:
___ Combined Cycle _____ MW
___ Other (please describe):_____

d. Proposed In-Service Date, and Other Key Dates (Day/Month/Year) (Dates must be sequential)

Proposed In-Service Date: / /
Proposed Trial Operation Date: / /
Proposed Commercial Operation Date: / /
Proposed Term of Service (years): _____

e. Name, address, telephone number, and e-mail address of Applicant (primary person who will be contacted);

Name:
Title:
Company Name:
Street Address:
City, State:
Zip Code:
Phone Number:
Fax Number:
Email Address:

f. Approximate location of the proposed Point of Interconnection (i.e., specify distribution facility interconnection point name, voltage level, and the location of interconnection);

g. Applicant Data (set forth in Attachment A)

The Applicant shall provide to the Distribution Provider the technical data called for in Attachment A.

h. AC Disconnect Switch. List the AC disconnect switch that will be used at this Generating Facility (enter "N/A" if not applicable)

Disconnect Switch Manufacturer: _____
Disconnect Switch Model Number: _____
Disconnect Switch Rating (amps): _____

4. Application Fee and Detailed Study Deposit as specified in Rule 21 is required to complete this application. Upon receipt of this Interconnection Request and Attachment A, PG&E will send a separate invoice for the applicable fee or deposit. **PLEASE DO NOT INCLUDE ANY CHECKS/MONIES WITH THIS INTERCONNECTION REQUEST**. (Any checks/monies submitted with this IR will be returned to the sender and may result in a delay in the application process.)

5. Attach evidence of Site Exclusivity as specified in Rule 21 Section E.2.d as applicable, and name(s), address(es) and contact information of site owner(s).

6. **Interconnection Request Instructions:** Complete this interconnection request and enter this information into PG&E's web-based form. (PG&E strongly recommends preparing all information and materials before starting the online interconnection request.) The online web-based from can be found at:

https://www.pge.com/en_US/large-business/services/alternatives-to-pge/electric-generation-interconnection.page

Questions concerning PG&E's online interconnection request process can be directed to the Electric Generation Interconnection Department at **rule21gen@pge.com**..

7 Representative of Applicant to contact:

[To be completed by Applicant]
Name:
Title:
Company Name:
Street Address:
City, State:
Zip Code:
Phone Number:
Fax Number:
Email Address:

8. If the Applicant also requires new Distribution Service, the Distribution Provider will coordinate these efforts with this application. The Applicant must also complete a PG&E Application for Service. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E's Building and Renovation Services Center (BRSC): 1-800-743-7782 to initiate the application for the new Distribution Service. Additional information will be required in conjunction with an application for new Distribution Service.

9. Applicant should be aware that if Applicant has not yet received Rule 21 Screen Q results from PG&E by March 15 following submittal of this IR, Applicant will need to submit, if Applicant voluntarily chooses to do so, an Interconnection Request under PG&E's FERC Wholesale Distribution Tariff (WDT) by the close of the CAISO cluster application window (refer to http://www.caiso.com/docs/2002/06/11/2002061110300427214.html for the exact date) in order to participate in the Transmission Cluster Study for the year. An application under WDT will not impact the results of this Rule 21 study.

10. 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.

11. This Interconnection Request is submitted by:

    Legal name of Applicant: _____

    By (signature): _____

    Name (type or print): _____

    Title: _____

    Date: _____

Attachment A to PG&E Rule 21 Exporting Generator Interconnection Request

GENERATING FACILITY DATA

Each Applicant will complete Sections 1 and 2 of this Attachment A.
Each Applicant will complete the applicable data in Sections 3 through 6 of this Attachment A based on the type of generating facility(ies) requesting interconnection. (Section 3 for synchronous generators, Section 4 for induction generators, Section 5 for wind turbine generators, and Section 6 for inverter-based generators).
Each Applicant will complete Sections 7 through 10, as applicable.
At any time, Distribution Provider may require Applicant to provide additional technical data, or additional documentation supporting the technical data provided, as deemed necessary by the Distribution Provider to perform Interconnection Studies, other studies, or evaluations as set forth under Rule 21.

1. Provide electronic copies of the following:

A. Site drawing to scale, showing generator location and Point of Interconnection with the Distribution Provider's Distribution System.
B. Single-line diagram showing applicable equipment such as generating units, step-up transformers, auxiliary transformers, switches/disconnects of the proposed interconnection, including the required protection devices and circuit breakers. For wind and photovoltaic generator projects, the one line diagram should include the distribution lines connecting the various groups of generating units, the generator capacitor banks, the step up transformers, the distribution lines, and the substation transformers and capacitor banks at the Point of Interconnection with the Distribution Provider's Distribution System. This one-line drawing must be signed and stamped by a licensed Professional Engineer if the Generating Facility is larger than 50 kW.
C. AC and DC schematics if available. Required for detailed study process.
D. Description of operations.

Note: Electronic processing is preferred, however, if submitting via U.S. mail, provide one original print of items in A through D, above.

2. Generating Facility General Information:

A. Total Generating Facility rated output (MW): _____
B. Generating Facility auxiliary Load (MW): _____
C. Project net capacity (MW): _____
D. Standby Load when Generating Facility is off-line (MW): _____
E. Number of Generating Units: _____
(Please repeat the following items for each generator)
F. Individual generator rated output (MW for each unit): _____
G. Type (induction, synchronous, D.C. with inverter): _____
H. Phase (3 phase or single phase): _____

3. Synchronous Generator –Information:

3A Generator Information:
(Please repeat the following for each generator)

A. Manufacturer: _____
B. Year Manufactured: _____
C. Rated Generator speed (rpm):_____
D. Rated MVA: _____
E. Rated Terminal Voltage (kV): _____
F. Rated Generator Power Factor Range: _____
G. Generator Efficiency at Rated Load (%): _____
H. Moment of Inertia (including prime mover): _____
I. Inertia Time Constant (on machine base) H: _____ sec or MJ/MVA
J. SCR (Short-Circuit Ratio - the ratio of the field current required for rated open-circuit voltage to the field current required for rated short-circuit current): _____
K. Please attach generator reactive capability curves.
L. Rated Hydrogen Cooling Pressure in psig (Steam Units only): _____
M. Please attach a plot of generator terminal voltage versus field current that shows the air gap line, the open-circuit saturation curve, and the saturation curve at full load and rated power factor.

3B Excitation System Information:
(Please repeat the following for each generator)

A. Indicate the Manufacturer _____ and Type _____of excitation system used for the generator. For exciter type, please choose from 1 to 9 below or describe the specific excitation system.
   (1) Rotating DC commutator exciter with continuously acting regulator. The regulator power source is independent of the generator terminal voltage and current.
   (2) Rotating DC commentator exciter with continuously acting regulator. The regulator power source is bus fed from the generator terminal voltage.
   (3) Rotating DC commutator exciter with non-continuously acting regulator (i.e., regulator adjustments are made in discrete increments).
   (4) Rotating AC Alternator Exciter with non-controlled (diode) rectifiers. The regulator power source is independent of the generator terminal voltage and current (not bus-fed).

(5) Rotating AC Alternator Exciter with controlled (thyristor) rectifiers. The regulator power source is fed from the exciter output voltage.
(6) Rotating AC Alternator Exciter with controlled (thyristor) rectifiers.
(7) Static Exciter with controlled (thyristor) rectifiers. The regulator power source is bus-fed from the generator terminal voltage.
(8) Static Exciter with controlled (thyristor) rectifiers. The regulator power source is bus-fed from a combination of generator terminal voltage and current (compound-source controlled rectifiers system.
(9) Other (specify): _____

B. Attach a copy of the block diagram of the excitation system from its instruction manual. The diagram should show the input, output, and all feedback loops of the excitation system.
C. Excitation system response ratio (ASA): _____
D. Full load rated exciter output voltage: _____
E. Maximum exciter output voltage (ceiling voltage): _____
F. Other comments regarding the excitation system? _____
_____

3C Turbine-Governor Information:
(Please repeat the following for each generator)

Please complete Part A for steam, gas or combined-cycle turbines, Part B for hydro turbines, and Part C for both.

A. Steam, gas or combined-cycle turbines:

(1) List type of unit (Steam, Gas, or Combined-cycle):_____
(2) If steam or combined-cycle, does the turbine system have a reheat process (i.e., both high and low pressure turbines)? _____
(3) If steam with reheat process, or if combined-cycle, indicate in the space provided, the percent of full load power produced by each turbine:
Low pressure turbine or gas turbine: _____%
High pressure turbine or steam turbine: _____%
(4) For combined cycle plants, specify the plant net output capacity (MW) for an outage of the steam turbine or an outage of a single combustion turbine: _____

B. Hydro turbines:

(1) Turbine efficiency at rated load: _____%
(2) Length of penstock: _____ft

(3) Average cross-sectional area of the penstock: _____ft2
(4) Typical maximum head (vertical distance from the bottom of the penstock, at the gate, to the water level): _____ft
(5) Is the water supply run-of-the-river or reservoir: _____
(6) Water flow rate at the typical maximum head: _____ft^3/sec
(7) Average energy rate: _____kW-hrs/acre-ft
(8) Estimated yearly energy production: _____kW-hrs

C. Complete this section for each machine, independent of the turbine type.

(1) Turbine manufacturer: _____
(2) Maximum turbine power output: _____MW
(3) Minimum turbine power output (while on line): _____MW
(4) Governor information:
(a) Droop setting (speed regulation): _____
(b) Is the governor mechanical-hydraulic or electro-hydraulic (Electro-hydraulic governors have an electronic speed sensor and transducer.)? _____
(c) Other comments regarding the turbine governor system?
_____
_____
_____
_____

3D Short Circuit Duty Information:
For each generator, provide the following reactances expressed in p.u. on the generator base:

- Xd – Direct Axis Synchronous Reactance: _____ p.u.
- X'd – Direct Axis Transient Reactance: _____ p.u.
- X"d – Direct Axis Subtransient Reactance: _____ p.u.
- X2 – Negative Sequence Reactance: _____ p.u.
- X0 – Zero Sequence Reactance: _____ p.u.

Generator Grounding (select one for each model):

A. _____ Solidly grounded
B. _____ Grounded through an impedance
(Impedance value in p.u. on generator base. R:_____p.u. X: _____p.u.)
C. _____ Ungrounded

4. Induction Generator Information:

(Please repeat the following for each generator)

A. Motoring Power (kW): _____
B. I_2^2t or K (Heating Time Constant): _____
C. Rotor Resistance, Rr: _____
D. Stator Resistance, Rs: _____
E. Stator Reactance, Xs: _____
F. Rotor Reactance, Xr: _____
G. Magnetizing Reactance, Xm: _____
H. Short Circuit Reactance, Xd": _____
I. Exciting Current: _____
J. Temperature Rise: _____
K. Frame Size: _____
L. Design Letter: _____
M. Reactive Power Required In Vars (No Load): _____
N. Reactive Power Required In Vars (Full Load): _____
O. Total Rotating Inertia, H: _____ Per Unit on kVA Base

5. Wind Turbine Generator (WTG) Information:

(Proposed projects may include one or more WTG types. Please repeat the following for each type of WTG).

A. WTG Manufacturer and Model: _____
B. Number of WTGs: _____
C. WTG Type (check one):
_____ Type 1 (Squirrel-cage induction generator)
_____ Type 2 (Wound rotor induction machine with variable rotor resistance)
_____ Type 3 (Doubly-fed asynchronous generator)
_____ Type 4 (Full converter interface)
D. Nameplate Rating (each WTG): _____/_____ kW/kVA
E. Rated Terminal Voltage: _____ kV
F. For Type 1 or Type 2 WTGs:
(1) uncompensated power factor at full load: _____
(2) power factor correction capacitors at full load: _____MVAR
(3) number of shunt stages and size: _____
(4) Please attach capability curve describing reactive power or power factor range from no output to full rated output, including the effect of shunt compensation
G. For Type 3 or Type 4 WTGs:
(1) Maximum under-excited power factor at full load: _____
(2) Maximum over-excited power factor at full load: _____
(3) Control mode: _____ (voltage control, fixed power factor)
(4) Please attach capability curve describing reactive power or power factor range from no output to full rated output

H. Short Circuit Characteristics: Applicant to provide technical data related to the short circuit characteristics of proposed WTGs for short circuit duty study modeling purposes. For example, the applicant can provide manufacturer short circuit test data showing faulted condition for three phase and single-line-to-ground fault.

Distribution Provider may require testing verification of voltage and harmonic performance during commissioning test of WTG based generation projects.

6. Inverter Based Generation Systems Information:

Proposed inverter based generation projects may include one or more types of inverters. Please provide answers to the following for each type of inverter.

A. Inverter Manufacturer and Model: _____
B. Number of Inverters: _____
C. Nameplate Rating (AC, each inverter): _____/_____ kW
D. Nameplate Voltage Rating (AC): _____ kV
E. Maximum AC line current: _____ Amps
F. Nameplate Power Factor Rating (AC): _____
G. Please attach capability curve describing reactive power or power factor range from no output to full rated output
H. Inverter control mode (e.g. voltage, power factor, reactive power): _____
I. Short Circuit Characteristics: Applicant to provide technical data related to the short circuit characteristics of proposed inverter based generation systems. For example, the applicant can provide a sinusoidal waveform test data showing faulted condition at the AC side of the inverter for a three phase and single-line-to-ground fault.
J. Harmonics Characteristics:
   (1) Inverter switching frequency: _____
   (2) Harmonic characteristics for each unit up to switching frequency: _____
   (3) Harmonic characteristics for aggregate generation facility: _____
K. Inverter disconnection characteristics: Applicant to provide voltage sinusoidal waveform test data which shows the voltage characteristics during disconnection of inverter system from distribution system at 100% and at 50% of rated output.

Distribution Provider may require testing verification of voltage and harmonic performance during commissioning test of the inverter based generation systems.

7. Step-Up Transformer Data:

For each step-up transformer (e.g. main step-up transformers, padmount transformers), fill out the data form provided in Table 1.

8. Plant-Level Reactive Power Compensation Data:
Provide the following information for plant-level reactive power compensation, if applicable:

A. Number of individual shunt capacitor banks: _____
B. Individual shunt capacitor bank rated voltage (kV): _____
C. Individual shunt capacitor bank size (kVAR at rated voltage): _____
D. Planned dynamic reactive control devices (SVC, STATCOM): _____
E. Control range: _____ kVAR (lead) _____ kVAR (lag)
F. Control mode (e.g. voltage, power factor, reactive power): _____
G. Please provide the overall plant reactive power control strategy

9. Load Flow and Dynamic Models:
Only provide data in this section when requested by the Distribution Provider.

The WECC Data Preparation Manual for Power Flow Base Cases and Dynamic Stability Data has established power flow and dynamic modeling requirements for generation projects in WECC base cases. In general, if the aggregate sum of generation on a bus exceeds 10 MVA, it should not be netted. Furthermore, the total netted generation in an area should not exceed five percent of the area's total generation. Based on current WECC modeling requirements, the following information will be required for all generation projects whose net capacity is greater than 10 MVA. The following information may also be required for generation projects less than 10 MVA on a case-by-case basis, based on the amount of generation in the area of the requested Point of Interconnection.

A. Provide load flow model for the generating plant and its interconnection facilities in GE PSLF *.epc format, including new buses, generators, transformers, interconnection facilities. An equivalent model is required for the plant with generation collector systems. This data should reflect the technical data provided in this Attachment A.

B. For each generator, governor, exciter, power system stabilizer, WTG, or inverter based generator, select the appropriate dynamic models from the General Electric PSLF Program Manual and provide the required input data. Include any user written *.p EPCL files to simulate inverter based plants' dynamic responses (typically needed for inverter based PV/wind plants). Provide a completed *.dyd file that contains the information specified in this section.

The GE PSLF manual is available upon request from GE. There are links within the GE PSLF User's Manual to detailed descriptions of specific models, a definition of each parameter, a list of the output channels, explanatory notes, and a control system block diagram. In addition, GE PSLF modeling information and various modeling guidelines

documents have been prepared by the WECC Modeling and Validation Work Group. This information is available on the WECC website (www.wecc.biz).

If you require assistance in developing the models, we suggest you contact General Electric. Accurate models are important to obtain accurate study results. Costs associated with any changes in facility requirements that are due to differences between model data provided by the generation developer and the actual generator test data, may be the responsibility of the generation developer.

TABLE 1

TRANSFORMER DATA
(Provide for each level of transformation)

UNIT_____

NUMBER OF TRANSFORMERS_____ PHASE _____

RATING	H Winding	X Winding	Y Winding
Rated MVA	_____	_____	_____
Connection (Delta, Wye, Gnd.)	_____	_____	_____
Cooling Type (OA,OA/FA, etc.) :	_____	_____	_____
Temperature Rise Rating	_____	_____	_____
Rated Voltage	_____	_____	_____
BIL	_____	_____	_____
Available Taps (% of rating)	_____	_____	_____
Load Tap Changer? (Y or N)	_____	_____	_____
Tap Settings	_____	_____	_____
IMPEDANCE	H-X	H-Y	X-Y
Percent	_____	_____	_____
MVA Base	_____	_____	_____
Tested Taps	_____	_____	_____
WINDING RESISTANCE	H	X	Y
Ohms	_____	_____	_____

CURRENT TRANSFORMER RATIOS

H_____ X_____ Y_____ N_____

PERCENT EXCITING CURRENT 100 % Voltage; _____ 110% Voltage_____

Supply copy of nameplate and manufacturer's test report when available.

Electric Sample Form No. 79-1148 Sheet 1
Direct Access Customer Replacement Declaration

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

- ☐ Customer
- ☐ Division,
- ☐ Records Processing (Original)

REFERENCES

PM#:_____

BD#:_____

SA#:_____

AGREEMENT FOR UNMETERED LOW WATTAGE EQUIPMENT CONNECTED TO CUSTOMER-OWNED STREET LIGHT FACILITIES

This Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities ("Agreement") between (the "Customer") and Pacific Gas and Electric Company (the "Company") is to establish and govern the provisions of unmetered electric service provided by the Company for such low wattage equipment described in the Attachment A to this Agreement.

A. WHEREAS, such low wattage equipment will be owned operated and/or maintained either by Customer or by a third party acting on Customer's behalf or by third party having a business relationship with the Customer; and

B. WHEREAS, Customer intends to attach and energize such equipment to Customer-Owned street light facilities at various locations in its jurisdiction and within the Company's service territory, with the exception of Series street light circuits served above 480 volts; and

C. WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for such equipment installed subject to this Agreement; and

D. WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from Manufacturer's specifications and operating characteristics of the Customer where the load is 24 hour constant and of one hundred fifty (150) watts or less rated or average consumption on any one street light circuit; and

E. WHEREAS, pursuant to the Company's Electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service for Customer's equipment in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the terms, and covenants contained herein, Customer and Company hereby agree as follows:

1. Customer's use of the street light facilities and the equipment that is the subject of this Agreement are identified in the data sheets set forth in Attachment A (the "Equipment"). The Equipment will be installed by Customer on Customer-owned street light facilities with an energy connection on the Customer-owned street light or circuit wire. Each location will be grouped in a specific account, separate from the street light account, identified by either the city or unincorporated county where the Equipment is located for proper billing and accounting. The energy account will be billed on the Company's regular monthly billing cycle for unmetered loads. Billing of fixed usage shall be at the amount indicated in Paragraph 2.

2. Each piece of Equipment will be billed on Schedule A-1 or B-1- Small General Service with an appropriate single customer charge for the grouped account.

   a. Customer shall provide the Company with the Manufacturer's documentation on Equipment rating, documented average consumption and other information necessary to for Company to determine applicability to this Agreement prior to

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

installation of Equipment. Attachment A documents the specific Equipment and the kilowatt hours (kWh) to be billed at each location.

3. The Energy charge is based on the monthly kWh calculated from the documentation provided by the customer based on watt rating, multiplied by 731 hours per month (for 24-hour continuous usage).

4. Pursuant to Section D of the Company's electric Rule 3, Customer shall furnish the Company with information, in a format acceptable to the Company, which verifies the number and location of all Equipment at each service location and reflecting the net result of any installations and removals. The information to be reported is described in Attachment B. The information shall be provided initially ten (10) days after the first month of installations and on the first business day of January, April, July and October thereafter. Each piece of Equipment shall be marked with its own identifying number or code acceptable for input into Company's billing system. Equipment ownership shall be identifiable from the ground for auditing purposes. The Company may require that Customer, at the Customer's sole expense, affix or install a Radio Frequency Identification Device (RFID), specified or provided by the Company, for inventory verification purposes.

5. If it is determined that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the otherwise full applicable tariff charges for such electrical load, calculated in accordance with Paragraph 3, above. The Company reserves the right to field or bench test Equipment to verify the inputs described in documentation provided in Paragraph 2.a, above.

6. Auditing may be conducted at the Company's sole discretion. Auditing may commence following the first anniversary of the effective date of this Agreement (as defined below). The audit will be conducted by an independent auditor selected by the Company. The cost of the audit shall be at the sole expense of the Customer. Customer will provide a complete and accurate inventory and other information as required in Paragraph 4 and in Attachment B. Customer shall provide access to the Equipment and provide assistance to the Company and its auditor to accomplish the audit, including, without limitation, identifying, locating and accessing the Equipment. The Company shall have the right to collect all costs associated with any additional work, including but not limited to, field verification or auditing of devices, bench testing, field amp reads, calculations of loads not required with meter reads, that would otherwise not be incurred in serving metered facilities.

7. Customer acknowledges that in the event that Customer arranges for a third party to manage the energy bill payment for this Agreement or authorizes the attachment of the Equipment owned or maintained by a third party, Customer remains ultimately responsible for energy payment and other conditions of this Agreement as the owner of the unmetered street light or street light circuit providing power to the unmetered Equipment connected under this Agreement. The absence of a meter does not relieve this responsibility for energy connections on the Customer's unmetered street light or street light circuit. In addition, Customer acknowledges that any interruptions in service caused by operation of the Customer's street light or street light circuit are not the responsibility of the Company. Under the Company's Approved Tariffs, Company is responsible up to the Service Delivery point for the Customer's street light system.

8. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer.

9. Except as specifically provided otherwise herein, service furnished in accordance with this Agreement shall be subject to Company's applicable tariffs on file with the California Public Utilities Commission ("Commission"). This Agreement shall at times be subject to changes or modification by the Commission as said Commission may, from time, to time direct in the exercise of its jurisdiction.

10. The Equipment subject to this Agreement shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations of any governmental authority with jurisdiction, including Commission's General Order 95 (collectively "Laws"). Customer shall be responsible to correct all identified violations of Laws and all identified deviations from Company design standards or requirements. Where the Company makes corrections, Customer shall be responsible for all costs for the Company to remedy any notices of violation or infractions imposed on the Company as a result of the Customer's installation or operation of the Equipment, including, without limitation, any infractions under the Commission's General Order 95. Except when otherwise required by the Laws or in the event that the Company determines that the violation, deviation or infraction caused by the Equipment poses a threat to the public or utility worker(s) or that the installed Equipment adversely impacts service reliability, asset life or the safe operation of Company facilities, prior to the Company remedying such violation, deviation or infraction, the Company will give the Customer written notice and the opportunity to remedy the same. If the Customer fails to correct the violation, deviation or infraction within thirty (30) days of such notice, the Company may, but shall not be obligated to, remedy such violation, deviation or infraction.

11. Where the Company determines that the Equipment loads require changes to Company's serving facilities, or where rearrangements are required as a result of the added loads, all such modifications must be performed prior to connection of the Equipment and Customer shall be responsible for all costs associated with the work. Customer shall be financially responsible for any damage to Company facilities resulting from Equipment loads added prior to completion of any required work. Either the Company or Customer may determine that facility modifications are not practical or cost effective for specific locations, in which case service will be provided under Company's approved Tariffs and either an Agreement for Unmetered Electrical Service, form 79-972, or metering may be required.

12. This Agreement shall remain in effect until terminated. This Agreement may be terminated upon forty-five (45) days prior written notice: a) by either party, which shall result in termination of service; or b) by Company upon Customer's default of any of the stated terms, agreements, covenants, conditions and provisions of this Agreement or non-conformance with Company's other applicable tariffs. Any notice for termination of this Agreement for default shall specify the nature of the default. Customer may utilize the forty-five (45) days from issuance of such notice to cure the specified default (or in the event of a default which requires in excess of forty-five (45) days to cure, such additional time as is approved in writing by the Company). Timely cure of a specified default will avoid termination for that default. Customer expressly acknowledges that the Company shall not be liable for any costs, expenses, damages, claims or the like caused by or arising out of the Company's termination of this Agreement, including but not limited to any rearrangement, relocation, removal or disconnection expenses. Company may continue to provide service to Customer's Equipment provided that a) a subsequent

executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status

13. The Company may at a later date, upon ninety (90) days prior written notice, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue providing unmetered service.

14. Nothing in this Agreement shall preclude the Company from requesting authority from the Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.

15. The Company is authorized to modify the form of Attachment A and B at its sole discretion and at any time require additional reasonable information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.

16. All notices required herein shall be given in writing and delivered personally, by United States Postal Service or other nationally recognized courier service to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer:	_____	**Pacific Gas and Electric Company**
Address:	_____	Billing Revenue & Records
	_____	P.O. Box 8239
	_____	Stockton, CA 95208
Attention:	_____	Attn. Unmetered Electric Usage

Customer's bill shall be mailed to the address listed below.

Billing Name: _____

Address: _____

_____

Attention:_____

17. The waiver by either Party of any default in the performance, or failure to insist on strict performance, by the other or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

18. Customer may, with the Company's written consent, assign this Agreement if the assignee 1) acquires all of Customer's interest in the Equipment and the associated street light facilities; and 2) agrees in writing to perform Customer's obligations. Such assignment will be deemed to include, unless otherwise specified therein, all of the

Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains liable for any charges until such time this Agreement is terminated or assigned.

19. Upon termination of this Agreement, Customer shall promptly remove or disconnect its Equipment from the street light facilities. Should Customer fail to disconnect or remove its Equipment from the streetlight facilities within one hundred and twenty (120) days of the termination date, the Company shall have the right to bill for energy to such Equipment in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the standard applicable charges for such electrical load, calculated in accordance with Paragraphs 2 and 3, above. Continued energy use beyond the termination date is a violation of Company's tariffs as approved by the Commission.

20. Customer shall indemnify and hold harmless Company, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to employees of Company, Customer or any third party, or from loss, destruction or damage to property, including but not limited to property of Company, Customer, or any third party, arising out of or in any way connected with the performance of this Agreement, however caused, except to the extent caused by the active negligence or willful misconduct of Company, its officers, agents and employees. Customer will, on Company's request, defend any suit asserting a claim covered by this indemnity. Customer will pay all costs that may be incurred by Company in enforcing this indemnity, including reasonable attorneys' fees.

21. This Agreement shall supersede existing letters of understanding, agreements and contracts, whether verbal or written, for the provision of unmetered services to the Equipment.

APPROVED:

This agreement is effective when accepted and executed by PG&E.

	PACIFIC GAS AND ELECTRIC COMPANY
Customer/Company	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

Electric Sample Form 79-1149
Election to Withdraw from the
Capacity Bidding Program Form

Sheet 1

Please Refer to Attached
Sample Form

ELECTION TO WITHDRAW FROM THE CAPACITY BIDDING PROGRAM FORM

Instructions: Customers use this notice to officially withdraw from the Capacity Bidding Program (CBP). Send the completed notice to PG&E's Demand Response Program Department by U.S. mail, email, or fax, with a copy to Aggregator from whose Portfolio the Customer is to be withdrawn.

Fax to:
Pacific Gas and Electric Company
Demand Response Program Department
Attn: CBP Manager
FAX: 415.973.4177

Email:
CBPProgram@pge.com

Mail signed original to:
Pacific Gas and Electric Company
Demand Response Program Department
Attn: CBP Manager
P.O. Box 770000, Mail Code N3E
San Francisco, CA 94177

I, _____ ***{Insert Customer Name here}***, request to be removed from _____ ***{Insert Aggregator's Name}'s*** Portfolio in the Capacity Bidding Program (CBP) for Pacific Gas and Electric Company.

I acknowledge that _____ ***{Insert Customer Name here}*** may not join another Portfolio in any of PG&E's Aggregator programs, which includes the CBP and the Aggregator Managed Portfolio (AMP) program for the remainder of the DR Season, i.e., the calendar months of May through October.

I understand that this form 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.

Effective Date of Customer Withdrawal from CBP

Election of Customer to withdraw from Aggregator's Portfolio shall be effective and binding at the end of the then current calendar month in which PG&E received this form identifying the Service Agreement(s) to which the Customer withdrawal applies; provided PG&E receives this form at least fifteen (15) calendar days prior to the end of the then current month. If PG&E receives this form less than fifteen (15) calendar days prior to the end of the then current month, then Customer's withdrawal from Aggregator's Portfolio will be effective the following month.

Customer Name or Authorized Representative of Customer: _____

Title: _____

Signature: _____

Date: _____

	Customer Site Name	PG&E Service Agreement Number	Electric Meter Number	Service Address and City
1.				
2.				
3.				
4.				
5.				

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ELECTRIC SAMPLE FORM 79-1150
RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT

Please Refer to Attached
Sample Form

RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT

[This contract has been approved by the California Public Utilities Commission in Decision 13-05-034. Modification of the terms and conditions of this contract will result in the need to obtain additional Commission approval of the contract.]

[The contract approved by Decision 13-05-034 includes terms and conditions that "may not be modified" pursuant to prior Commission decisions, including Decision 07-11-025, Decision 08-08-028 and Decision 10-03-021, as modified by Decision 11-01-025, and these terms and conditions are shown in shaded text.]

[Modifications to this contract pursuant to Decision 20-10-005 and Decision D.17-08-021 were filed on November 6, 2020 (Advice Letter 4350-G/6050-E).]

RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY AND
_____

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Pacific Gas and Electric Company, a California corporation ("Buyer" or "PG&E"), and _____ ("Seller"), a _____ *[Seller's form of business entity and state of organization]*, hereby enter into this Power Purchase Agreement ("Agreement") made and effective as of the Execution Date. Seller and Buyer are sometimes 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 appendices, the Parties agree as follows:

1. DOCUMENTS INCLUDED

This Agreement includes the following appendices, which are specifically incorporated herein and made a part of this Agreement:

Appendix A	Definitions
Appendix B	Commercial Operation Date Confirmation Letter
Appendix C	Time of Delivery Periods and Payment Allocation Factors
Appendix D	Forecasting and Outage Notification Requirements
Appendix E	Description of the Facility
Appendix F	Telemetry Requirements
Appendix G	Guaranteed Energy Production Damages
Appendix H	Form of Letter of Credit
Appendix I	Seller's Milestone Schedule
Appendix J	Notices List
Appendix K	Form of General Consent to Assignment
Appendix L	Form of Financing Consent to Assignment
Appendix M	Procedure for Demonstration of Contract Capacity ***[***and Demonstration of Nameplate Capacity***] [Only for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]***
Appendix N-1	QF Efficiency Monitoring Program – Cogeneration Data Reporting Form

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2. SELLER'S FACILITY AND COMMERCIAL OPERATION DATE

This Agreement governs Buyer's purchase of the Product from the electrical generating facility (hereinafter referred to as the "Facility" or "Project") as described in this Section.

2.1. Facility Location. The Facility is physically located at:

_____

_____

_____

2.2. Facility Name. The Facility is named _____.

2.3. Type of Facility.

2.3.1. The Facility is a(n) (check one):

☐ Baseload Facility

☐ As-Available Facility

2.3.2. The Facility's renewable resource is _____. [e.g., biogas, hydro, etc.]

2.3.3. The Facility is a (check all applicable):

☐ "small power production facility," as described in 18 CFR §§292.203(a), 292.203(c) and 292.204

☐ "topping-cycle cogeneration facility," as defined in 18 CFR §292.202(d)

☐ "bottoming-cycle cogeneration facility," as defined in 18 CFR §292.202(e)

2.4. Interconnection Queue Position. The Project's interconnection queue position is _____. The Project's interconnection queue position may only be used for the sole benefit of the Project.

2.5. Interconnection Point. The Facility is connected to PG&E electric system at

[include description of physical interconnection point] at a service voltage of _____ kV.

2.6. Delivery Point. The Delivery Point is at the point of interconnection with the CAISO Grid, _____ [insert name or location].

2.7. Facility Description. A description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with Buyer's electric distribution system, is attached and incorporated herein as Appendix E.

2.8. Expected Commercial Operation Date; Guaranteed Commercial Operation Date.

2.8.1. The Facility's expected Commercial Operation Date is _____, which may, subject to the terms of the Agreement, be modified by Seller from time to time after the Execution Date. Seller shall provide Notice to Buyer of the latest expected Commercial Operation Date of the Facility no later than sixty (60) days before such date.

2.8.2. Seller shall have demonstrated Commercial Operation by the "Guaranteed Commercial Operation Date," which date shall be no later than the date that is twenty-four (24) months (720 days) after the Execution Date; provided that, subject to Section 2.8.4, the Guaranteed Commercial Operation Date may be extended for the following reasons ("Permitted Extensions"):

2.8.2.1. Subject to Section 2.8.5, if Seller has taken all commercially reasonable actions (including but not limited to Seller's timely filing of required documents and payment of all applicable fees) to obtain permits necessary for the construction and operation of the Project, but is unable to obtain such permits due to delays beyond Seller's reasonable control ("Permitting Delay"), then the Guaranteed Commercial Operation Date shall be extended six (6) months;

2.8.2.2. Subject to Section 2.8.5, if Seller has taken all commercially reasonable actions (including but not limited to Seller's timely filing of required documents and payment of all applicable fees, and completion of all Electric System Upgrades needed, if any) to have the Project physically interconnected to the Transmission/Distribution Owner's distribution system, but fails to secure any necessary commitments from CAISO or the Transmission/Distribution Owner for such interconnection and

upgrades due to delays beyond Seller's reasonable control ("Transmission Delay"), then the Guaranteed Commercial Operation Date shall be extended six (6) months;

2.8.2.3. In the event of Force Majeure ("Force Majeure Delay") without regard to Transmission Delay or Permitting Delay, the Guaranteed Commercial Operation Date shall be extended on a day-to-day basis for a cumulative period of not more than six (6) months; provided that Seller complies with Section 11; or

2.8.2.4. If Seller pays to Buyer damages in an amount equal to two percent (2%) of the Collateral Requirement per day for each day (or portion thereof) the Guaranteed Commercial Operation Date is extended ("Daily Delay Liquidated Damages"), then the Guaranteed Commercial Operation Date shall be extended on a day-to-day basis corresponding to the number of days for which Seller has paid Daily Delay Liquidated Damages for a cumulative period of not more than six (6) months. Daily Delay Liquidated Damages payments applicable to days included in any Guaranteed Commercial Operation Date extension are nonrefundable and are in addition to, and not a part of, the Collateral Requirement; provided that Seller will be entitled to a refund (without interest) of any estimated Daily Delay Liquidated Damages payments paid by Seller to Buyer which exceed the amount required to cover the number of days by which the Guaranteed Commercial Operation Date was actually extended.

2.8.3. All Permitted Extensions taken shall be concurrent, rather than cumulative, during any overlapping days.

2.8.4. Notwithstanding anything in this Agreement, the Guaranteed Commercial Operation Date shall be no later than the date that is thirty (30) months after the Execution Date.

2.8.5. Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer's reasonable satisfaction that the Permitted Extensions described in Section 2.8.2.1 or 2.8.2.2 (as applicable), did not result from Seller's action or failure to take action as described in Section 2.8.2.1 or 2.8.2.2 (as applicable)

2.9. Notice of Permitted Extension.

2.9.1. In order to request a Permitting Delay or Transmission Delay (individually and collectively, "Delay"), Seller shall provide Buyer with Notice of the requested Delay by the later of (a) the date that is twenty-two (22) months (660 days) after the Execution Date and (b)

within three (3) Business Days of the date that Seller becomes aware of, or reasonably should have become aware of, the circumstances giving rise for the applicable Delay, which Notice must clearly identify the Delay being requested and include information necessary for Buyer to verify the qualification of the Delay. Buyer shall use reasonable discretion to grant or deny the requested extension, and shall provide Seller Notice of its decision within ten (10) Business Days of Notice from Seller.

2.9.2. In the case of a Force Majeure Delay, Seller shall provide Notice as specified in Section 11.2.

2.9.3. In the case of an extension of the Guaranteed Commercial Operation Date by the payment of Daily Delay Liquidated Damages, Seller must, at the earliest possible time, but no later than five (5) Business Days before the commencement of the proposed Guaranteed Commercial Operation Date extension, provide Buyer with Notice of its election to extend the Guaranteed Commercial Operation Date along with Seller's estimate of the duration of the extension and its payment of Daily Delay Liquidated Damages for the full estimated Guaranteed Commercial Operation Date extension period.

2.9.4. Notwithstanding anything to the contrary herein, Seller shall provide Notice to Buyer of the latest expected Commercial Operation Date of the Facility no later than sixty (60) days before the Commercial Operation Date.

3. CONTRACT CAPACITY AND QUANTITY; TERM; CONTRACT PRICE; BILLING

3.1. Contract Capacity. The Contract Capacity is _____ kW. The Contract Capacity shall not exceed 3,000 kW. The Contract Capacity is subject to adjustment based on the Demonstrated Contract Capacity and the definition of "Contract Capacity." ***[***The Nameplate Capacity is _____ kW. The Nameplate Capacity shall not exceed 4,000 kW.***] [Only for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]***

3.2. Contract Quantity. The "Contract Quantity" during each Contract Year is the amount set forth in the applicable Contract Year in the "Delivery Term Contract Quantity Schedule," set forth below, which amount is net of Station Use, and, for excess sale arrangements, Site Host Load. Seller shall have the option to update the Delivery Term Contract Quantity Schedule one (1) time to the extent such a change is necessary based upon any adjustment to the Contract Capacity based on the Demonstrated Contract Capacity and the definition of "Contract Capacity," within ten (10) Business Days of Buyer's Notice of such adjustment to the Contract Capacity or the date of

the Engineer Report, as applicable, which adjusted amounts shall thereafter be the applicable "Contract Quantity."

Delivery Term Contract Quantity Schedule	
Contract Year	**Contract Quantity (kWh/Yr)**
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

3.3. Transaction. During the Delivery Term, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase, the Product from the Facility at the Delivery Point, pursuant to Seller's election of a(n) (check one):

☐ full buy/sell; or

☐ excess sale arrangement.

In no event shall Seller have the right to procure the Product from sources other than the Facility for sale or delivery to Buyer under this Agreement or substitute such Product. Buyer shall have no obligation to receive or purchase the Product from Seller prior to the Commercial Operation Date or after the end of the Delivery Term.

3.4. Term of Agreement; Survival of Rights and Obligations.

3.4.1. The term shall commence upon the Execution Date of this Agreement and shall remain in effect until the conclusion of the Delivery Term

unless terminated sooner pursuant to Sections 11.4 or 14 of this Agreement (the "Term").

3.4.2. Notwithstanding anything to the contrary in this Agreement, the rights and obligations that are intended to survive a termination of this Agreement are all of those rights and obligations that this Agreement expressly provides survive any such termination and those that arise from Seller's or Buyer's covenants, agreements, representations, and warranties applicable to, or to be performed, at or during any time before or as a result of the termination of this Agreement, including: (a) all obligations to pay in full amounts due, including under Sections 3.6, 12, 13.3, 14 and 15, (b) all obligations to post, maintain, return and release the Collateral Requirement under Section 13, (c) Seller's obligations under Sections 4.1, 4.2, 4.3 and 6.11, (d) all rights and obligations under Sections 6.4, 7, 10.2.7, and 14.8.4, and any other indemnity rights, (e) the limitations on liability set forth in Section 8, (f) all rights and obligations under Section 16, (g) all rights and obligations under Section 14.8, (h) the governing law set forth in Section 18, and (i) the dispute resolution provisions set forth in Section 19.

3.5. Delivery Term. The Seller shall deliver the Product from the Facility to Buyer for a period of (check one) ☐ ten (10), ☐ fifteen (15), or ☐ twenty (20) Contract Years ("Delivery Term"), which shall commence on the Commercial Operation Date under this Agreement and continue until the end of the last Contract Year unless terminated by the terms of this Agreement. The Commercial Operation Date shall occur only when all of the following conditions have been satisfied:

3.5.1. the Facility's status as an Eligible Renewable Energy Resource is demonstrated by Seller's receipt of pre-certification from the CEC;

3.5.2. if required pursuant to Section 4.8, the Facility's status as a Qualifying Facility is demonstrated by Seller's receipt of a docket number assigned to Seller's filing of FERC Form 556;

3.5.3. as evidence of the Commercial Operation Date, the Parties shall execute and exchange the "Commercial Operation Date Confirmation Letter" attached as Appendix B;

3.5.4. Seller has provided to Buyer the Collateral Requirement specified in Section 13;

3.5.5. Seller has satisfied all of the CAISO agreement, interconnection agreement, and metering requirements in Sections 6.1 and 6.2 and has enabled Buyer to schedule the Facility with the CAISO;

3.5.6. Seller has furnished to Buyer all insurance documents required under Section 10;

3.5.7. Seller has delivered to Buyer the first report required under Section 6.12.4;

3.5.8. Seller has satisfied all of the telemetry requirements required to be satisfied by the Commercial Operation Date under Section 6.10 and Appendix F;

3.5.9. the Demonstrated Contract Capacity has been determined in accordance with Appendix M;

3.5.10. ***[***the Demonstrated Nameplate Capacity has been determined in accordance with Appendix M;***] [Only for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]***

3.5.11. Seller has provided sixty (60) days Notice prior to the Commercial Operation Date as required under Section 2.8.1;

3.5.12. Seller has delivered to Buyer the report required under Section 6.16, if any; and

3.5.13. Seller has delivered to Buyer any currently operative filings at FERC, including any rulings, orders or other pleadings or papers filed by FERC, concerning the qualification of the Facility as a Qualifying Facility.

3.6. Contract Price.

3.6.1. The price for Delivered Energy (the "Contract Price") is _____ *[Dollar amount as text]* dollars ($_____ *[Number]*) per kWh. *[Contract Price to be determined by the CPUC as described in Section H of the Buyer's E-Re-MAT rate schedule.]*

3.6.2. ***[***In no event shall Buyer be obligated to receive or pay for, in any hour, any Delivered Energy that exceeds one hundred and ten percent (110%) of the Contract Capacity, and the Contract Price for such Delivered Energy in excess of such one hundred and ten percent (110%) of the Contract Capacity ("Surplus Delivered Energy" shall be adjusted to be zero dollars ($0) per kWh.***] [For all Facilities except conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]***

[In no event shall Buyer have any liablity for, or be obligated to receive or pay for, in any hour, any Delivered Energy that exceeds the lesser of (a) one hundred ten percent (110%) of the Contract Capacity or (b) 3 MW (the "Payment Limit"). If during any Settlement

Interval, Delivered Energy exceeds the Payment Limit for that Settlement Interval ("Surplus Delivered Energy"), then the Contract Price for such Delivered Energy in excess of the Payment Limit shall be adjusted to be zero dollars ($0) per kWh for that Settlement Interval, and if there is a negative LMP during such Settlement Interval, Seller shall pay to Buyer an amount equal to the absolute value of the Negative LMP times such Surplus Delivered Energy ("Negative LMP Costs").***] [Only for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]***

3.6.3. In any Contract Year, if the amount of Delivered Energy and Paid Curtailed Product exceeds one hundred twenty percent (120%) of the annual Contract Quantity amount, the Contract Price for such Delivered Energy in excess of such one hundred twenty percent (120%) shall be adjusted to be seventy-five percent (75%) of the applicable Contract Price.

3.7. Billing.

3.7.1. The amount of Product purchased by Buyer from Seller under this Agreement at the Delivery Point is determined by the meter specified in Section 6.2.1 or Check Meter, as applicable. Throughout the Delivery Term and subject to and in accordance with the terms of this Agreement, Buyer shall pay the Contract Price to Seller for the Product; provided that Buyer has no obligation to purchase from Seller any Product that is not or cannot be delivered to the Delivery Point as a result of any circumstance, including: (a) an outage of the Facility; (b) a Force Majeure under Section 11; or (c) a reduction or curtailment of deliveries in accordance with Sections 6.8.1(a) or (b). Buyer will not be obligated to pay Seller for any Product that Seller delivers in violation of Section 6.8, including any Product Seller delivers in excess of the amount specified in any Curtailment Order.

3.7.2. For the purpose of calculating monthly payments under this Agreement, the amount recorded by the meter specified in Section 6.2.1 or Check Meter, as applicable, will be time-differentiated according to the time period and season of the receipt of the Product by Buyer from Seller, as set forth in Appendix C, and the pricing will be weighted by the Payment Allocation Factors.

3.7.3. The monthly payment will equal the sum of the monthly TOD Period payments for all TOD Periods in the month ***[***minus the Negative LMP Costs.***] [Only for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]*** Each monthly TOD Period payment will be calculated pursuant to the following formula, where "n" is the TOD Period being calculated:

$$\text{TOD PERIOD}_n \text{ PAYMENT} = A \times B \times (C + D - E)$$

Where:

A = Contract Price, in $/kWh.
B = The Payment Allocation Factor for the TOD Period being calculated.
C = The sum of Energy recorded by the meter specified in Section 6.2.1 or Check Meter, as applicable, in all hours for the TOD Period being calculated, in kWh.
D = Paid Curtailed Product
E = Any Energy produced by the Facility for which Buyer is not obligated to pay Seller as set forth in Section 3.7.1.

3.7.4. On or before the last Business Day of the month immediately following each calendar month, Seller shall determine the amount of Product received by Buyer pursuant to this Agreement for each monthly period and issue an invoice showing the calculation of the payment. Seller shall also provide to Buyer: (a) records of metered data, including CAISO metering and transaction data sufficient to document and verify the generation of Product by the Facility for any CAISO settlement time interval during the preceding months; (b) access to any records, including invoices or settlement data from the CAISO; and (c) an invoice, in the format specified by Buyer.

3.7.5. Buyer shall make payment of each invoice, adjusted by any amounts owed by or to Seller under this Agreement, on or before the later of the last Business Day of the month in which Buyer receives an invoice from Seller, or the tenth (10th) Business Day after receipt of the invoice; provided that Buyer shall have the right, but is not obligated, to apply any amounts due to Buyer from Seller for any charges incurred under this Agreement, for past due bills for electric service or for Buyer services, towards any amount owed to Seller under this Agreement. In the event Buyer applies any amounts due to Buyer from Seller towards an invoice issued by Seller, Buyer shall provide an explanation of the amounts Buyer has applied towards Seller's invoice.

3.7.6. In the event an invoice or portion thereof or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with Notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not

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be required until the dispute is resolved. In the event adjustments to payments are required as a result of inaccurate meter(s), Buyer shall determine the correct amount of Product received under this Agreement during any period of inaccuracy and recompute the amount due from Buyer to Seller for the Product delivered during the period of inaccuracy. The Parties agree to use good faith efforts to resolve the dispute or identify the adjustment as soon as possible. Upon resolution of the dispute or calculation of the adjustment, any required payment shall be made within thirty (30) days of such resolution along with simple interest accrued at the Interest Rate from and including the due date, but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with simple interest accrued at the Interest Rate from and including the date of such overpayment, but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 3.7.6 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made [,except for invoice disputes under Section 4.3 which are waived unless the other Party is notified in accordance with this Section 3.7.6 within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made] [bracketed provision for Facilities (1) 500 kW or greater and (2) eligible for a CAISO revenue meter.] If an invoice is not rendered by Seller within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

3.7.7. Notwithstanding anything to the contrary in Section 3.7.5, Buyer may issue an invoice to Seller for any amount due under this Agreement. Unless explicitly stated otherwise, payment of such invoice shall be made within thirty (30) days of receipt of such invoice.

3.7.8. Unless otherwise agreed to in writing by the Parties, any payment due under this Agreement will be satisfied by issuance of a check, via Automated Clearing House transfer or via wire transfer. Notwithstanding anything to the contrary set forth in this Agreement, neither Party is obligated to make payment on any invoice until the cumulative amount due exceeds fifty dollars ($50.00), except that both Parties shall pay all amounts due pursuant to this Agreement at least once per calendar year no later than thirty (30) days after the end of the calendar year.

3.7.9. All interest paid or payable under this Agreement shall be computed as simple interest using the Interest Rate and, unless specified otherwise in this Agreement, shall be paid concurrently with the

payment or refund of the underlying amount on which such interest is payable.

3.8. Title and Risk of Loss. Title to and risk of loss related to the Product from the Facility shall transfer from Seller to Buyer from the Delivery Point. Seller warrants that it will deliver to Buyer the Product from the Facility free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

4. GREEN ATTRIBUTES; RESOURCE ADEQUACY BENEFITS; EIRP REQUIREMENTS; ERR REQUIREMENTS; QUALIFYING FACILITY STATUS

4.1. Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project. [Standard term and condition that "may not be modified" pursuant to prior Commission decisions, including Decision 07-11-025, Decision 08-08-028, and Decision 10-03-021, as modified by Decision 11-01-025]

4.2. Conveyance of Product. Throughout the Delivery Term, Seller shall provide and convey the Product to Buyer in accordance with the terms of this Agreement, and Buyer shall have the exclusive right to the Product. Seller shall, at its own cost, take all actions and execute all documents or instruments that are reasonable and necessary to effectuate the use of the Green Attributes, Resource Adequacy Benefits, if any, and Capacity Attributes, if any, for Buyer's benefit throughout the Delivery Term.

4.3. WREGIS. *[WREGIS Requirements for Facilities (1)500 kW or greater; and (2) eligible for a CAISO revenue meter]* [Seller shall, at its sole expense take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with all Renewable Energy Credits corresponding to all Energy produced by the Facility are issued and tracked for purposes of satisfying the requirements of the California Renewables Portfolio Standard and transferred in a timely manner to Buyer for Buyer's sole benefit. Seller shall comply with all Laws, including, without limitation, the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to Buyer and Buyer shall be given sole title to all such WREGIS Certificates. Seller shall be deemed to have satisfied the warranty in Section 4.3.9; provided that Seller fulfills its obligations under Sections 4.3.1 through 4.3.7 below.

4.3.1. Within thirty (30) days of the Commercial Operation Date, Seller shall register the Project with WREGIS and establish an account with WREGIS ("Seller's WREGIS Account"), which Seller shall maintain

until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using "Forward Certificate Transfers" (as described in the WREGIS Operating Rules) from Seller's WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller ("Buyer's WREGIS Account"). Seller shall be responsible for all expenses associated with registering the Project with WREGIS, establishing and maintaining Seller's WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller's WREGIS Account to Buyer's WREGIS Account.

4.3.2. Seller shall cause Forward Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. Since WREGIS Certificates will only be created for whole MWh amounts of Energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate.

4.3.3. Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the Delivered Energy for such calendar month as evidenced by the Project's metered data.

4.3.4. Due to the ninety (90) day delay in the creation of WREGIS Certificates relative to the timing of invoice payment under Section 3.7, Buyer shall pay an invoice payment for a given month in accordance Section 3.7 before the WREGIS Certificates for such month are formally transferred to Buyer in accordance with the WREGIS Operating Rules and this Section 4.3. Notwithstanding this delay, Buyer shall have all right and title to all such WREGIS Certificates upon payment to Seller in accordance with Section 3.7.

4.3.5. A "WREGIS Certificate Deficit" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the Delivered Energy for the same calendar month ("Deficient Month"). If any WREGIS Certificate Deficit is caused, or the result of any action or inaction, by Seller, then the amount of Delivered Energy in the Deficient Month shall be reduced by the amount of the WREGIS Certificate Deficit for the purposes of calculating Buyer's payment(s) to Seller under Section 3.7 and the Guaranteed Energy Production for the applicable Performance Measurement Period. Any amount owed by Seller to Buyer because of a WREGIS Certificate Deficit shall be made as an adjustment to Seller's invoice to Buyer in accordance with Section 3.7, and Buyer shall net such amount against Buyer's subsequent payment(s) to Seller.

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4.3.6. Without limiting Seller's obligations under this Section 4.3, if a WREGIS Certificate Deficit is caused solely by an error or omission of WREGIS, the Parties shall cooperate in good faith to cause WREGIS to correct its error or omission.

4.3.7. If WREGIS changes the WREGIS Operating Rules after the Execution Date or applies the WREGIS Operating Rules in a manner inconsistent with this Section 4.3 after the Execution Date, the Parties promptly shall modify this Section 4.3 as reasonably required to cause and enable Seller to transfer to Buyer's WREGIS Account a quantity of WREGIS Certificates for each given calendar month that corresponds to the Delivered Energy in the same calendar month.

4.3.8. Buyer, at its sole discretion, shall have the right to direct Seller to cause and allow Buyer to be the "Qualified Reporting Entity" and "Account Holder" (as such terms are defined by WREGIS) for the Facility.

4.3.9. Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [Standard term and condition that "may not be modified" pursuant to prior Commission decisions, including Decision 07-11-025, Decision 08-08-028 and Decision 10-03-021, as modified by Decision 11-01-025]

4.3 WREGIS. *[WREGIS Requirements for Facilities that are (1) less than 1 MW and (2) ineligible for a CAISO revenue meter.]* With respect to WREGIS, Seller shall cause and allow Buyer to be the "Qualified Reporting Entity" and "Account Holder" (as such terms are defined by WREGIS) for the Facility within thirty (30) days after the Commercial Operation Date.

4.4. Resource Adequacy Benefits.

4.4.1. During the Delivery Term, Seller grants, pledges, assigns and otherwise commits to Buyer all of the Contract Capacity, including Capacity Attributes, if any, from the Project to enable Buyer to meet its Resource Adequacy or successor program requirements, as the CPUC, CAISO or other regional entity may prescribe ("Resource Adequacy Requirements").

4.4.2. If providing any Resource Adequacy, Seller shall comply with the Resource Adequacy requirements set forth in the CAISO Tariff, including Section 40 thereof, as may be changed from time to time.

4.4.3. Seller shall have the option but not the obligation to pursue Full Capacity Deliverability Status for the Project. If the Project achieves

Full Capacity Deliverability Status, Seller, at its option, may make a one-time, irrevocable election to utilize the full capacity deliverability payment allocation factors set forth in Appendix C by providing Notice to Buyer of such election within sixty (60) days of achieving Full Capacity Deliverability Status (the "Full Capacity Option Notice"), which election shall be effective as specified in the definition of "Payment Allocation Factors."

4.4.4. Seller shall cooperate in good faith with, and comply with unburdensome requests of, Buyer and the CAISO to enable Buyer and/or the CAISO to assign Capacity Attributes and Resource Adequacy Benefits to the Facility.

4.5. Eligible Renewable Resource. Seller shall take all actions necessary to achieve and maintain status as an Eligible Renewable Energy Resource or ERR. Within thirty (30) days after the Commercial Operation Date, Seller shall file an application or other appropriate request with the CEC for CEC Certification for the Facility. Seller shall expeditiously seek CEC Certification, including promptly responding to any requests for information from the requesting authority.

4.6. Compliance Expenditure Cap. If Seller establishes to Buyer's reasonable satisfaction that a change in Laws occurring after the Execution Date has increased Seller's cost above the cost that could reasonably have been contemplated as of the Execution Date to take all actions to comply with Seller's obligations under the Agreement with respect to obtaining and maintaining CEC Pre-Certification, CEC Certification or CEC Verification, then Seller's required out-of-pocket expenses are limited to Twenty-Five Thousand dollars ($25,000.00) in the aggregate each year of the Term ("Compliance Expenditure Cap") between the Execution Date and the last day of the Term.

4.6.1. Any actions required for Seller to comply with its obligations set forth in Section 4.6, the cost of which will be included in the Compliance Expenditure Cap, shall be referred to collectively as the "Compliance Actions."

4.6.2. If Seller reasonably anticipates the need to incur out-of-pocket expenses in excess of the Compliance Expenditure Cap in order to take any Compliance Action, Seller shall promptly provide Notice to Buyer and documentation to demonstrate the expenses incurred up to the Compliance Expenditure Cap and such anticipated out-of-pocket expenses.

4.6.3. Buyer will have ninety (90) days to evaluate such Notice and documentation (during which time period Seller is not obligated to take any Compliance Actions described in the Notice) and shall,

within such time, either (a) agree to reimburse Seller for all or some portion of the costs that exceed the Compliance Expenditure Cap (such Buyer-agreed upon costs, the "Accepted Compliance Costs"), or (b) waive Seller's obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller. Notwithstanding the foregoing, if Buyer, in its sole discretion, elects to seek CPUC approval before Buyer agrees to reimburse anticipated out-of-pocket expenses that exceed the Compliance Expenditure Cap or waive Seller's obligation to take such Compliance Actions, Buyer may seek CPUC approval, during which time period Seller is not obligated to take any Compliance Actions described in the Notice.

4.6.4. If Buyer agrees to reimburse Seller for the Accepted Compliance Costs, then Seller shall take such Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties and Buyer shall reimburse Seller for Seller's actual costs to effect the Compliance Actions, not to exceed the Accepted Compliance Costs.

4.7. Eligible Intermittent Resources Protocol Requirements. If at any time during the Term the Facility is eligible for EIRP, Seller shall provide Buyer with a copy of the notice from CAISO certifying the Facility as a Participating Intermittent Resource as soon as practicable after Seller's receipt of such notice of certification. Following such certification: (a) Seller, at its sole cost, shall participate in and comply with EIRP and all additional protocols issued by the CAISO for a Participating Intermittent Resource (if directed by Buyer, in its sole discretion, to participate in such program) or, if the EIRP is no longer available by the CAISO, then all protocols, rules or regulations issued by the CAISO for generating facilities providing energy on an intermittent basis; and (b) Buyer in its limited capacity as Seller's Scheduling Coordinator shall facilitate communication with the CAISO and provide other administrative materials to the CAISO as necessary to satisfy Seller's obligations and to the extent such actions are at de minimis cost to Buyer.

4.8. FERC Qualifying Facility Status. Seller shall take all actions, including making or supporting timely filings with the FERC necessary to obtain or maintain the Qualifying Facility status of the Facility throughout the Term; provided, however, that this obligation does not apply to the extent Seller is unable to maintain Qualifying Facility status using commercially reasonable efforts because of (a) a change in PURPA or in regulations of the FERC implementing PURPA occurring after the Execution Date, or (b) a change in Laws directly impacting the Qualifying Facility status of the Facility occurring after the Execution Date; and provided further that Seller shall not be obligated under this Section 4.8 to take any actions or make any filings to the extent that no action or filing is required by FERC to obtain, or maintain the Qualifying Facility status of the Facility.

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5. REPRESENTATION AND WARRANTIES; COVENANTS

5.1. Representations and Warranties. On the Execution Date, each Party represents and warrants to the other Party that:

5.1.1. it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation;

5.1.2. the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Laws;

5.1.3. this Agreement and each other document executed and delivered in accordance with this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms;

5.1.4. it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt; and

5.1.5. there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement.

5.2. General Covenants. Each Party covenants that throughout the Term of this Agreement:

5.2.1. it shall continue to be duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation;

5.2.2. it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

5.2.3. it shall perform its obligations under this Agreement in a manner that does not violate any of the terms and conditions in its governing documents, any contracts to which it is a party, or any Law.

5.3. Seller's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants specified in Sections 5.1 and 5.2, Seller makes the following additional representations, warranties and covenants to Buyer, as of the Execution Date:

5.3.1. Seller has not participated in the Self-Generation Incentive Program (as defined in CPUC Decision 01-03-073), the California Solar Initiative (as defined in CPUC Decision 06-01-024), and/or other

similar California ratepayer subsidized program relating to energy production or rebated capacity costs with respect to the Facility or ten (10) years have elapsed from the date Seller first received an incentive or benefit under any such program with respect to the Facility;

5.3.2. Seller's execution of this Agreement will not violate Public Utilities Code Section 2821(d)(1), if applicable;

5.3.3. Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law; [Standard term and condition that "may not be modified" pursuant to prior Commission decisions, including Decision 07-11-025, Decision 08-08-028 and Decision 10-03-021, as modified by Decision 11-01-025]

5.3.4. Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law; [Standard term and condition that "may not be modified" pursuant to prior Commission decisions, including Decision 07-11-025, Decision 08-08-028 and Decision 10-03-021, as modified by Decision 11-01-025]

5.3.5. The term "commercially reasonable efforts" as used in Section 5.3.3 and 5.3.4 means efforts consistent with and subject to Section 4.6;

5.3.6. Subject to Section 4.8, throughout the Term of this Agreement, the Facility shall qualify as a Qualifying Facility.

5.3.7. Throughout the Term, Seller shall: (a) own and operate the Facility; (b) deliver the Product to Buyer to the Delivery Point free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any individual or entity; and (c) hold the rights to all of the Product;

5.3.8. Seller is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the Buyer in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement;

5.3.9. Throughout the Delivery Term: (a) Seller will not convey, transfer, allocate, designate, award, report or otherwise provide any or all of the Product, or any portion thereof, or any benefits derived therefrom, to any party other than Buyer; and (b) Seller will not start-up or operate the Facility per instruction of or for the benefit of any third party, except as required by other Laws or, in the case of excess sale arrangements, to serve any Site Host Load;

5.3.10. Seller has not relied on any promises, representations, statements or information of any kind that are not contained in this Agreement in deciding to enter into this Agreement;

5.3.11. The construction of the Facility shall comply with all Laws, including applicable state and local laws, building standards, and interconnection requirements;

[Sections 5.3.12 and 5.3.13 below shall apply to all Facilities except conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]

5.3.12. ***[***No other person or entity, including any other generating facility has any rights in connection with Seller's interconnection agreement or Seller's Interconnection Facilities and no other persons or entities shall have any such rights during the Term; and

5.3.13. During the Term, Seller shall not allow any other person or entity, including any other generating facility, to use Seller's Interconnection Facilities.***]***

[Sections 5.3.12 – 5.3.14 below shall ONLY apply for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]

5.3.12. [No other person or entity, including any other generating facility has any rights in connection with Seller's interconnection agreement or Seller's Interconnection Facilities and no other persons or entities shall have any such rights during the Term ;

5.3.13. During the Term, Seller shall not allow any other person or entity, including any other generating facility, to use Seller's Interconnection Facilities.

5.3.14. The Facility was operational and generating Energy as of January 1, 1990.]

6. GENERAL CONDITIONS

6.1. CAISO Agreements; Interconnection Agreements; Scheduling. During the Delivery Term, Seller shall operate the Facility in compliance with the Transmission/Distribution Owner tariffs, the CAISO Tariff, and all Laws. Seller shall secure and maintain in full force all of the CAISO agreements, certifications and approvals required in order for the Facility to comply with the CAISO Tariff, including executing and maintaining, as applicable, a Participating Generator Agreement, Meter Service Agreement, interconnection agreement, and/or any other agreement necessary to deliver the Product to Buyer. Seller shall also comply with any modifications, amendments or additions to the applicable tariffs, protocols and Laws; provided that Seller shall be required to enter into a Participating Generator Agreement with the CAISO only if the Facility's net capacity is 500 kW or greater or if the CAISO Tariff requires or provides Seller the option to enter into such an agreement. Seller shall arrange and pay independently for any and all necessary costs under a Participating Generator Agreement, Meter Service Agreement, interconnection agreement, and/or any other agreement necessary to deliver the Product to Buyer. Ninety (90) days prior to the Commercial Operation Date, Seller must provide Buyer with all operating information, consistent with manufacturers specifications, needed for the Buyer to register the Facility with the CAISO and for Buyer to serve as Scheduling Coordinator.

6.2. Metering Requirements.

6.2.1. All output from the Project must be delivered through a single CAISO revenue meter and that meter must be dedicated exclusively to the Project; provided that if the CAISO does not permit a revenue meter for the Facility, the Buyer shall specify a revenue quality meter for the Facility. All Product purchased under this Agreement must be measured by the Project's CAISO revenue meter(s), or the revenue quality meter specified by Buyer, to be eligible for payment under this Agreement. Seller shall bear all costs relating to all metering equipment installed to accommodate the Project.

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6.2.2. Buyer may, at its sole cost, furnish and install one Check Meter at the interconnection associated with the Facility at a location provided by Seller that is compliant with Buyer's electric service requirements. The Check Meter must be interconnected with Buyer's communication network to permit (a) periodic, remote collection of revenue quality meter data, and (b) back-up real time transmission of operating-quality meter data through the telemetering system. In the event that Buyer elects to install a Check Meter, Buyer may compare the Check Meter data to the CAISO meter data. If the deviation between the CAISO meter data and the Check Meter data for any comparison is greater than 0.3%, Buyer may provide Notice to Seller of such deviation and the Parties shall mutually arrange for a meter check or recertification of the Check Meter or CAISO meter, as applicable. Each Party shall bear its own costs for any meter check or recertification. Testing procedures and standards for the Check Meter will be the same as for a comparable Buyer-owned meter. Seller shall have the right to have representatives present during all such tests. The Check Meter, if Buyer elects to install a Check Meter, is intended to be used for back-up purposes in the event of a failure or other malfunction of the CAISO meter, and Check Meter data shall only be used to validate the CAISO meter data and, in the event of a failure or other malfunction of the CAISO meter, in place of the CAISO meter until such time that the CAISO meter is recertified.

6.2.3. In the case of excess sales arrangements, Buyer may, at its sole cost, furnish and install a net generation output meter at a location provided by Seller that is compliant with Buyer's electric service requirements. Such meter must be interconnected with Buyer's communication network to permit (a) periodic, remote collection of revenue quality meter data, and (b) back-up real time transmission of operating-quality meter data through the telemetering system.

6.3. Meter Data. Seller hereby agrees to provide all meter data to Buyer in a form acceptable to Buyer, and consents to Buyer obtaining from the CAISO the CAISO meter data applicable to the Project and all inspection, testing and calibration data and reports. Seller shall grant Buyer the right to retrieve the meter readings from the CAISO Operational Meter Analysis and Reporting website and directly from the meter(s) at the Site.

6.4. Standard of Care. Seller shall: (a) maintain and operate the Facility and Interconnection Facilities, except facilities installed by Buyer, in conformance with all Laws and in accordance with Prudent Electrical Practices; (b) obtain any governmental authorizations and permits required for the construction and operation thereof; and (c) generate, schedule and perform transmission services in compliance with all applicable operating policies, criteria, rules, guidelines and tariffs and Prudent Electrical Practices. Seller shall reimburse Buyer for any and all losses, damages,

claims, penalties, or liability Buyer incurs as a result of Seller's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Facility throughout the Term of this Agreement.

6.5. Access Rights.

6.5.1. Operations Logs. Seller shall maintain a complete and accurate log of all material operations and maintenance information on a daily basis. Such log shall include, but not be limited to, information on power production, fuel consumption (if applicable), efficiency, availability, maintenance performed, outages, results of inspections, manufacturer recommended services, replacements, electrical characteristics of the generators, control settings or adjustments of equipment and protective devices. Seller shall provide this information electronically to Buyer within twenty (20) days of Buyer's request.

6.5.2. Access Rights. Buyer, its authorized agents, employees and inspectors may, on reasonable advance notice under the circumstances, visit the Project during normal business hours for purposes reasonably connected with this Agreement or the exercise of any and all rights secured to Buyer by Law, its tariff schedules, and rules on file with the CPUC. Buyer, its authorized agents, employees and inspectors must (a) at all times adhere to all safety and security procedures as may be required by Seller; and (b) not interfere with the operation of the Project. Buyer shall make reasonable efforts to coordinate its emergency activities with the Safety and Security Departments, if any, of the Project operator. Seller shall keep Buyer advised of current procedures for contacting the Project operator's Safety and Security Departments.

6.6. Protection of Property. Each Party shall be responsible for protecting its own facilities from possible damage resulting from electrical disturbances or faults caused by the operation, faulty operation, or non-operation of the other Party's facilities and such other Party shall not be liable for any such damages so caused; provided that nothing in this Section 6.6 shall modify any other agreement between the Parties.

6.7. Performance Excuses.

6.7.1. Seller Excuses. Seller shall be excused from achieving the Guaranteed Energy Production during Seller Excuse Hours, as provided in Section 12.1.

6.7.2. Buyer Excuses. The obligation of Buyer to receive and/or pay for the Product shall be excused only (a) during periods of Force Majeure,

(b) by Seller's failure to perform, or (c) as provided with respect to curtailment in Section 6.8.

6.8. Seller Curtailment.

6.8.1. Seller shall curtail the production of the Facility in accordance with the applicable Notice after receipt of: (a) Notice from Buyer that Buyer has been instructed by the CAISO or the Transmission/Distribution Owner to curtail Energy deliveries; (b) Notice that Seller has been given a curtailment order or similar instruction in order to respond to an Emergency; (c) Notice of a Curtailment Order issued by Buyer.

6.8.2. Buyer shall have no obligation to pay Seller for any Product delivered in violation of Section 6.8 or for any Product that Seller would have been able to deliver but for the fact of a curtailment pursuant to Section 6.8.1(a) or (b). Seller shall assume all liability and reimburse Buyer for any and all costs and charges incurred by Buyer, including but not limited to CAISO Penalties, as a result of Seller delivering Energy in violation of Section 6.8.

6.8.3. Buyer shall have the right, but not the obligation, to issue to Seller a Curtailment Order. Buyer shall pay Seller the Contract Price for the Product Seller would have been able to deliver but for the fact that Buyer issued a Curtailment Order ("Paid Curtailed Product"); provided, Buyer shall nave no obligation to pay Seller the Contract Price for Product that, if delivered would have been Surplus Delivered Energy, and any such Product will not be Paid Curtailed Product.

6.8.4. Buyer shall estimate the amount of Product the Facility would have been able to deliver under Sections 6.8.3. Buyer shall apply accepted industry standards in making such an estimate and take into consideration past performance of the Facility, meteorological data, solar irradiance data, and any other relevant information. Seller shall cooperate with Buyer's requests for information associated with any estimate made hereunder. Buyer's estimates under this Section 6.8.4 for the amount of Product that the Facility would have been able to deliver but for Buyer's issuance of a Curtailment Order will be determined in Buyer's reasonable discretion.

6.9. Forecasting and Outage Notifications. Seller shall comply with the forecasting and outage notifications in Appendix D.

6.10. Telemetry Requirements. Seller shall comply with the telemetry requirements in Appendix F.

6.11. Greenhouse Gas Emissions. Seller acknowledges that a Governmental Authority may require Buyer to take certain actions with respect to

greenhouse gas emissions attributable to the generation of Energy, including, but not limited to, reporting, registering, tracking, allocating for or accounting for such emissions. Promptly following Buyer's written request, Seller agrees to take all commercially reasonable actions and execute or provide any and all documents, information or instruments with respect to generation by the Facility reasonably necessary to permit Buyer to comply with such requirements, if any.

6.12. Reporting and Record Retention.

6.12.1. Seller shall use commercially reasonable efforts to meet the Milestone Schedule set forth in Appendix I and avoid or minimize any delays in meeting such schedule. Seller shall provide Project development status reports in a format and a frequency, which shall not exceed one (1) report per month, specified by the Buyer. The report shall describe Seller's progress relative to the development, construction, and startup of the Facility, as well as a Notice of any anticipated change to the Commercial Operation Date and whether Seller is on schedule to meet the Guaranteed Commercial Operation Date.

6.12.2. Seller shall within ten (10) Business Days of receipt thereof provide to Buyer copies of any Interconnection Study or the interconnection agreement tendered to Seller by the CAISO or the Transmission/Distribution Owner and all other material reports, studies and analyses furnished by the CAISO or any Transmission/Distribution Owner, and any correspondence with the CAISO or Transmission/Distribution Owner related thereto, concerning the interconnection of the Facility to the Transmission/Distribution Owner's electric system or the transmission of Energy on the Transmission/Distribution Owners' electric system. Concurrently with the provision of any Interconnection Study or the interconnection agreement tendered to Seller by the CAISO or the Transmission/Distribution Owner that may give rise to a termination right of Buyer under Section 14.9.1, Seller shall provide Buyer a Notice of its irrevocable election to exercise or not exercise its rights under Section 14.9.2, with a failure to provide such an election deemed to be an election not to exercise such rights.

6.12.3. No later than twenty (20) days after each semi-annual period ending on June 30th or December 31st, Seller shall provide a report listing all WMDVBEs that supplied goods or services to Seller during such period, including any certifications or other documentation of such WMDVBEs' status as such and the aggregate amount paid to WMDVBEs during such period.

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6.12.4. Seller shall provide to Buyer on the Commercial Operation Date, and within thirty (30) days after the completion of each Contract Year thereafter during the Delivery Term, an inspection and maintenance report regarding the Facility. Buyer shall provide to the Seller a form inspection and maintenance report before the Commercial Operation Date and Seller shall complete the form inspection and maintenance report. Buyer, at its sole discretion, may modify the form inspection and maintenance report to be used in subsequent Contract Years during the Delivery Term.

6.12.5. Seller shall keep all operating records required of a Qualifying Facility by any applicable CPUC order as well as any additional information that may be required of a Qualifying Facility in order to demonstrate compliance with all applicable standards which have been adopted by the CPUC.

6.12.6. If the Facility is a "qualifying cogeneration facility" as contemplated in 18 CFR Section 292.205, then within thirty (30) days following the end of each calendar year, and within thirty (30) days following the end of the Delivery Term, Seller shall provide to Buyer:

6.12.6.1. A copy of a FERC order waiving for the Facility, the applicable operating and efficiency standards for qualifying cogeneration facilities for the applicable year; or

6.12.6.2. A completed copy of Buyer's "QF Efficiency Monitoring Program – Cogeneration Data Reporting Form," substantially in the form of Appendix N-1, with calculations and verifiable supporting data, which demonstrates the compliance of the Facility with cogeneration Qualifying Facility operating and efficiency standards set forth in 18 CFR Section 292.205 "Criteria for Qualifying Cogeneration Facilities," for the applicable year.

6.12.7. If the Facility is a "qualifying small power production facility" as contemplated in 18 CFR Section Sections 292.203(a), 292.203(c) and 292.204, then within thirty (30) days following the end of each year, and within thirty (30) days following the end of the Delivery Term, Seller shall provide to Buyer:

6.12.7.1. A copy of a FERC order waiving for the Facility, the applicable operating and fuel use standards for qualifying small power production facilities for the applicable year; or

6.12.7.2. A completed copy of Buyer's "Fuel Use Standards – Small Power Producer Data Reporting Form," substantially in the form of Appendix N-2, with calculations and verifiable supporting

data, which demonstrates the compliance of the Facility with small power producer Qualifying Facility fuel use standards set forth in 18 CFR Section 292.204 "Criteria for Qualifying Small Power Production Facilities," for the applicable year.

6.13. Tax Withholding Documentation. Upon Buyer's request, Seller shall promptly provide to Buyer Internal Revenue Service tax Form W-9 and California tax Form 590 (or their equivalent), completed with Seller's information, and any other documentation necessary for Buyer to comply with its tax reporting or withholding obligations with respect to Seller.

6.14. Modifications to Facility. During the Delivery Term, Seller shall not repower or materially modify or alter the Facility without the written consent of Buyer, which written consent is at Buyer's sole discretion. Material modifications or alterations include, but are not limited to, (a) movement of the Site, (b) changes that may increase or decrease the expected output of the Facility (other than a one (1) time decrease based upon any adjustment to the Contract Capacity based on the Demonstrated Contract Capacity), (c) changes that may affect the generation profile of the Facility, (d) changes that may affect the ability to accurately measure the output of Product from the Facility and (e) changes that conflict with elections, information or requirements specified elsewhere in this Agreement (other than, to the extent not covered by clauses (a) through (d), as specified in Appendix E). Material modifications or alterations do not include maintenance and repairs performed in accordance with Prudent Electrical Practices. Seller shall provide to Buyer Notice not less than ninety (90) days before any proposed repowering, modification or alteration occurs describing the repowering, modification or alteration to Buyer's reasonable satisfaction and, if subject to Buyer's consent pursuant to this Section 6.14, seeking Buyer's written consent.

6.15. No Additional Incentives. Seller agrees that during the Term of this Agreement it shall not seek additional compensation or other benefits pursuant to the Self-Generation Incentive Program, as defined in CPUC Decision 01-03-073, the California Solar Initiative, as defined in CPUC Decision 06-01-024, Buyer's net energy metering tariff, or other similar California ratepayer subsidized program relating to energy production with respect to the Facility.

6.16. Small Hydro/Private Energy Producer. Seller agrees to provide to Buyer copies of each of the documents identified in California Public Utilities Code Section 2821(d)(1), if applicable, as may be amended from time to time, as evidence of Seller's compliance with such Public Utilities Code section prior to the Commercial Operation Date and, after the Commercial Operation Date, within thirty (30) days of Seller's receipt of written request.

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6.17. Site Control. Seller shall have Site Control as of the earlier of: (a) the Commercial Operation Date; or (b) any date before the Commercial Operation Date to the extent necessary for the Seller to perform its obligations under this Agreement and, in each case, Seller shall maintain Site Control throughout the Delivery Term. Seller shall promptly provide Buyer with Notice if there is any change in the status of Seller's Site Control.

7. INDEMNITY

7.1. Each Party as indemnitor shall defend, save harmless and indemnify the other Party and the directors, officers, and employees of such other Party against and from any and all loss and liability (including reasonable attorneys' fees) for injuries to persons, including employees of either Party, and physical damage to property, including property of either Party, resulting from or arising out of: (a) the engineering, design, construction, maintenance, or operation of the indemnitor's facilities; (b) the installation of replacements, additions, or betterments to the indemnitor's facilities; or (c) the negligence or willful misconduct of the indemnitor relating to its obligation under this Agreement. This indemnity and save harmless provision shall apply notwithstanding the active or passive negligence of the indemnitee. Neither Party shall be indemnified for liability or loss, resulting from its sole negligence or willful misconduct. The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay all costs, including reasonable attorneys' fees that may be incurred by the other Party in enforcing this indemnity.

7.2. Each Party shall defend, save harmless and indemnify the other Party, its directors, officers, employees, and agents, assigns, and successors in interest, for and against any penalty imposed upon the Party to the extent caused by the other Party's failure to fulfill its obligations under this Agreement.

7.3. Each Party releases and shall defend, save harmless and indemnify the other Party from any and all loss and liability (including reasonable attorneys' fees) in connection with any breach made by the indemnifying Party of its representations, warranties and covenants in this Agreement.

8. LIMITATION OF DAMAGES

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER

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PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 7 (INDEMNITY), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

9. NOTICES

Notices (other than forecasts, scheduling requests and curtailment (or equivalent) instructions) shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail). Notices of curtailment (or equivalent orders) may be oral or written and must be made in accordance with accepted industry practices for such notices. A notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the Business Day on which such notice was transmitted if received before 5 p.m. Pacific prevailing time (and if received after 5 p.m., on the next Business Day) and a notice by overnight mail or courier shall be deemed to have been received on the next Business Day after such Notice is sent or such earlier time as is confirmed by the receiving Party unless it confirms a prior oral communication, in which case any such notice shall be deemed received on the day sent. A Party may change its addresses by providing notice of same in accordance with this provision. All Notices, requests, invoices, statements or payments for this Facility must reference this Agreements identification number. Notices shall be provided as indicated in Appendix J.

10. INSURANCE

10.1. Insurance Coverage. Seller shall, at its own expense, starting on the Execution Date and until the end of the Term, and for such additional periods as may be specified below, provide and maintain in effect the following insurance policies and minimum limits of coverage as specified below, and such additional coverage as may be required by Law, with insurance companies authorized to do business in the state in which the services are to be performed, with an A.M. Best's Insurance Rating of not less than A-:VII.

10.1.1. Commercial general liability insurance, written on an occurrence, not claims-made basis, covering all operations by or on behalf of Seller arising out of or connected with this Agreement, including coverage for bodily injury, broad form property damage, personal and advertising injury, products/completed operations, contractual liability,

premises-operations, owners and contractors protective, hazard, explosion, collapse and underground. Such insurance must bear a combined single limit per occurrence and annual aggregate of not less than one million dollars ($1,000,000.00), exclusive of defense costs, for all coverages. Such insurance must contain standard cross-liability and severability of interest provisions. If Seller elects, with Buyer's written concurrence, to use a "claims made" form of commercial general liability insurance, then the following additional requirements apply: (a) the retroactive date of the policy must be prior to the Execution Date; and (b) either the coverage must be maintained for a period of not less than four (4) years after this Agreement terminates, or the policy must provide for a supplemental extended reporting period of not less than four (4) years after this Agreement terminates. Governmental agencies which have an established record of self-insurance may provide the required coverage through self-insurance.

10.1.2. Workers' compensation insurance with statutory limits, as required by the state having jurisdiction over Seller's employees, and employer's liability insurance with limits of not less than: (a) bodily injury by accident - one million dollars ($1,000,000.00) each accident; (b) bodily injury by disease - one million dollars ($1,000,000.00) policy limit; and (c) bodily injury by disease - one million dollars ($1,000,000.00) each employee.

10.1.3. Commercial automobile liability insurance covering bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000.00)per occurrence. Such insurance must cover liability arising out of Seller's use of all owned, non-owned and hired automobiles in the performance of the Agreement.

10.1.4. Umbrella/excess liability insurance, written on an occurrence, not claims-made basis, providing coverage excess of the underlying employer's liability, commercial general liability, and commercial automobile liability insurance, on terms at least as broad as the underlying coverage, with limits of not less than four million dollars ($4,000,000.00) per occurrence and in the annual aggregate.

10.2. Additional Insurance Provisions.

10.2.1. On or before the later of (a) sixty (60) days after the Execution Date and (b) the date immediately preceding commencement of construction of the Facility, and again within a reasonable time after coverage is renewed or replaced, Seller shall furnish to Buyer certificates of insurance evidencing the coverage required above, written on forms and with deductibles reasonably acceptable to Buyer. Notwithstanding the foregoing sentence, Seller shall in no

event furnish Buyer certificates of insurance evidencing required coverage later than the Commercial Operation Date. All deductibles, co-insurance and self-insured retentions applicable to the insurance above must be paid by Seller. All certificates of insurance must note that the insurers issuing coverage must endeavor to provide Buyer with at least thirty (30) days' prior written notice in the event of cancellation of coverage. Buyer's receipt of certificates that do not comply with the requirements stated in this Section 10.2.1, or Seller's failure to provide such certificates, do not limit or relieve Seller of the duties and responsibility of maintaining insurance in compliance with the requirements in this Section 10 and do not constitute a waiver of any of the requirements of Section 10.

10.2.2. Insurance coverage described above in Section 10.1 shall provide for thirty (30) days written Notice to Buyer prior to cancellation, termination, alteration, or material change of such insurance.

10.2.3. Evidence of coverage described above in Section 10.1 shall state that coverage provided in primary and is not excess to or contributing with any insurance or self-insurance maintained by Buyer.

10.2.4. Buyer shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.

10.2.5. All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance must be issued, clearly labeled with this Agreement's identification number and submitted in accordance with Section 9 and Appendix J.

10.2.6. The insurance requirements set forth in Section 10.1 will apply as primary insurance to, without a right of contribution from, any other insurance maintained by or afforded to Buyer, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, and employees, regardless of any conflicting provision in Seller's policies to the contrary. To the extent permitted by Law, Seller and its insurers shall be required to waive all rights of recovery from or subrogation against Buyer, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees and insurers. The commercial general liability insurance required in Section 10.1.1 and the umbrella/excess liability insurance required in Section 10.1.4 must name Buyer, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents and employees, as additional insureds for liability arising out of Seller's construction, use or ownership of the Facility.

10.2.7. Seller shall remain liable for all acts, omissions or default of any subcontractor or subsupplier and shall indemnify, defend and hold

harmless Buyer for any and all loss or damages, as well as all costs, charges and expenses which Buyer may suffer, incur, or bear as a result of any acts, omissions or default by or on behalf of any subcontractor or subsupplier.

10.2.8. If Seller fails to comply with any of the provisions of this Section 10, Seller, among other things and without restricting Buyer's remedies under Law or otherwise, shall, at its own cost, act as an insurer and provide insurance in accordance with the terms and conditions of this Section 10. With respect to the required commercial general liability insurance set forth in Section 10.1.1, umbrella/excess liability insurance set forth in Section 10.1.4, and commercial automobile liability insurance set forth in Section 10.1.3, Seller shall provide a current, full and complete defense to Buyer, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third party claim in the same manner that an insurer with an A.M. Best's Insurance Rating of A-:VII would have, had the insurance been maintained in accordance with the terms and conditions set forth in this Section 10 and given the required additional insured wording in the commercial general liability insurance and umbrella/excess liability insurance, and standard "Who is an Insured" provision in commercial automobile liability form.

11. FORCE MAJEURE

11.1. No Default for Force Majeure. Neither Party shall be in default in the performance of any of its obligations set forth in this Agreement, except for obligations to pay money, when and to the extent failure of performance is caused by Force Majeure. Nothing in this Section 11 shall relieve the Seller of the obligation to achieve Commercial Operation on or before the Guaranteed Commercial Operation Date, as may be extended pursuant to Section 2.8.

11.2. Requirements Applicable to Claiming Party. If a Party, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Agreement, such Party (the "Claiming Party") shall be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Agreement by reason of Force Majeure:

11.2.1. The Claiming Party, on or before the fourteenth (14th) day after the initial occurrence of the claimed Force Majeure, must give the other Party Notice describing the particulars of the occurrence; and

11.2.2. The Claiming Party must provide timely evidence reasonably sufficient to establish that the occurrence constitutes Force Majeure as defined in this Agreement.

11.3. Limitations. The suspension of the Claiming Party's performance due to Force Majeure may not be greater in scope or longer in duration than is required by such Force Majeure. In addition, the Claiming Party shall use diligent efforts to remedy its inability to perform. When the Claiming Party is able to resume performance of its obligations under this Agreement, the Claiming Party shall give the other Party prompt Notice to that effect.

11.4. Termination. Either Party may terminate this Agreement on at least five (5) Business Days' prior Notice, in the event of Force Majeure which materially interferes with such Party's ability to perform its obligations under this Agreement and which (a) extends for more than 365 consecutive days, (b) extends for more than a total of 365 days in any consecutive 540-day period, or (c) causes the Commercial Operation Date to fail to be demonstrated by the Guaranteed Commercial Operation Date.

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12. GUARANTEED ENERGY PRODUCTION

12.1. General. Throughout the Delivery Term, Seller shall be required to deliver to Buyer no less than the Guaranteed Energy Production over two (2) consecutive Contract Years during the Delivery Term ("Performance Measurement Period"). "Guaranteed Energy Production" means an amount of Delivered Energy, as measured in kWh, equal to the product of (x) and (y), where (x) is:

[one hundred forty percent (140%)] *[for wind As-Available technology]*

[one hundred seventy percent (170%)] *[for all other As-Available technologies]*

[one hundred eighty percent (180%)] *[for Baseload technologies]*

[[_____] percent ([__]%)] *[for hydro a threshold reasonably acceptable to Buyer based on Facility characteristics to be proposed by hydro Seller]*

of the average of the Contract Quantity over the Performance Measurement Period and (y) is the difference between (I) and (II), with the resulting difference divided by (I), where (I) is the number of hours in the applicable Performance Measurement Period and (II) is the aggregate number of Seller Excuse Hours in the applicable Performance Measurement Period. Guaranteed Energy Production is described by the following formula:

*Guaranteed Energy Production = (_____ [insert percentage from above] % * average of the Contract Quantity over the Performance Measurement Period in kWh) * [(Hrs in Performance Measurement Period - Seller Excuse Hrs) / Hrs in Performance Measurement Period]*

12.2. GEP Failures. If Seller has a GEP Failure, then within ninety (90) days after the last day of the last month of such Performance Measurement Period, Buyer shall notify Seller of such failure. Seller shall cure the GEP Failure by delivering to Buyer GEP Damages, calculated pursuant to Appendix G, within thirty (30) days of receipt of the Notice.

12.3. GEP Damages. The Parties agree that the damages sustained by Buyer associated with Seller's failure to achieve the Guaranteed Energy Production requirement would be difficult or impossible to determine, or that obtaining an adequate remedy would be unreasonably time consuming or expensive and therefore agree that Seller shall pay the GEP Damages to

Buyer as liquidated damages. In no event shall Buyer be obligated to pay GEP Damages.

13. CREDIT AND COLLATERAL REQUIREMENTS

13.1. Collateral Requirement. On or before the thirtieth (30th) day following the Execution Date, Seller shall post and thereafter maintain a collateral requirement (the "Collateral Requirement") equal to twenty dollars ($20.00) for each kilowatt of the Contract Capacity. The Collateral Requirement will be held by Buyer and must be in the form of either a cash deposit or Letter of Credit.

13.2. Maintenance of Collateral Requirement. The Collateral Requirement shall be posted to Buyer and maintained at all times from the thirtieth (30th) day following the Execution Date through the end of the Term and thereafter until such time as Seller has satisfied all monetary obligations which survive any termination of this Agreement, not to exceed one year following the end of the Term. In the event that Buyer draws on the Collateral Requirement pursuant to this Agreement, Seller shall promptly replenish such Collateral Requirement to the amount specified in Section 13.1, as may be adjusted pursuant to Section 13.3.

13.3. Forfeiture Based on Capacity. If, on the earlier of the Commercial Operation Date or the Guaranteed Commercial Operation Date, Seller:

13.3.1. is not capable of delivering any of the Contract Capacity to the Delivery Point, as determined by Buyer in its reasonable discretion, Seller shall forfeit, and Buyer shall be entitled to, the entire Collateral Requirement and Buyer may terminate this Agreement; or

13.3.2. is only capable of delivering a portion of the Contract Capacity to the Delivery Point, based on the Demonstrated Contract Capacity, Seller shall forfeit, and Buyer shall have the right to retain, a portion of the Collateral Requirement equal to the product of (a) twenty dollars ($20.00), multiplied by (b) the Contract Capacity set forth in Section 3.1 less the Demonstrated Contract Capacity.

13.4. Grant of Security Interest/Remedies. To secure its obligations under this Agreement and to the extent Seller delivers the Collateral Requirement, as applicable, hereunder, Seller hereby grants to Buyer, as the secured party, a first priority security interest in, and lien on (and right of setoff against), and assignment of, all such Collateral Requirement posted with Buyer in the form of cash or Letter of Credit and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, Buyer. Within thirty (30) days of the delivery of the Collateral Requirement, Seller agrees to take such action as Buyer reasonably requires in order to perfect a first-priority security interest in, and

lien on (and right of setoff against), such Collateral Requirement and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence of an Event of Default, an Early Termination Date or an occasion provided for in this Agreement where Buyer is authorized to retain all or a portion of the Collateral Requirement, Buyer may do any one or more of the following: (a) exercise any of the rights and remedies of a secured party with respect to the Collateral Requirement, as applicable, including any such rights and remedies under Law then in effect; (b) exercise its rights of setoff against any and all property of Seller in the possession of the Buyer or Buyer's agent; (c) draw on any outstanding Letter of Credit issued for its benefit or retain any cash deposit; and (d) liquidate the Collateral Requirement then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller. Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller's obligations under the Agreement (Seller remaining liable for any amounts owing to Buyer after such application), subject to the Buyer's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

13.5. Use of Collateral Requirement. Buyer shall be entitled draw upon the Collateral Requirement for any damages arising upon Buyer's declaration of an Early Termination Date or as set forth in Section 13.3.1 and 13.3.2. If Buyer terminates this Agreement and is entitled to draw upon the Collateral Requirement, any amount of Collateral Requirement that Seller has not yet posted with Buyer will be immediately due and payable by Seller to Buyer.

13.5.1. Return of Collateral Requirement. Buyer shall return the unused portion of the Collateral Requirement, including the payment of any interest due thereon to Seller promptly after the following has occurred: (a) the Term of the Agreement has ended, or an Early Termination Date has occurred, as applicable; and (b) all payment obligations of the Seller arising under this Agreement, including but not limited to payments pursuant to the Settlement Amount, indemnification payments, or other damages are paid in full (whether directly or indirectly such as through set-off or netting).

13.5.2. Full Return of Collateral Requirement. Notwithstanding the foregoing, the full Collateral Requirement will be returned to Seller if this Agreement is terminated in accordance with Section 11.4 or 14.10; provided that a termination under Section 11.4 only entitles Seller to a return of the full Collateral Requirement if the termination is based on a Force Majeure that prevents the Commercial Operation Date from occurring on or before the Guaranteed Commercial Date or prevents Seller from demonstrating full Contract Capacity in accordance with Appendix M.

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13.5.3. Payment of Interest. Buyer shall pay simple interest on cash held to satisfy the Collateral Requirements at the rate and in the manner set forth in Section 3.7.9.

13.6. Letter of Credit.

13.6.1. If Seller has provided a Letter of Credit to satisfy the Collateral Requirement, then Seller shall renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and in accordance with this Agreement. In the event the issuer of such Letter of Credit (a) fails to maintain a Credit Rating of at least (i) an A3 by Moody's with a stable designation and at least an A- by S&P with a stable designation, if the issuer is rated by both Moody's and S&P, or (ii) an A3 by Moody's with a stable designation or an A- by S&P with a stable designation, if the issuer is rated by either Moody's or S&P but not both, (b) indicates its intent not to renew such Letter of Credit or has not renewed such Letter of Credit at least twenty-five (25) Business Days prior to its expiration, or (c) fails to honor Buyer's properly documented request to draw on an outstanding Letter of Credit by such issuer, Seller shall cure such default by complying with either Section 13.6.1.1 or 13.6.1.2 below in an amount equal to the Collateral Requirement, and by completing the action within three (3) Business Days of the applicable event (all of which is considered the "Cure"):

13.6.1.1. providing a substitute Letter of Credit that is issued by a qualified bank acceptable to Buyer, other than the bank failing to honor the outstanding Letter of Credit, or

13.6.1.2. posting cash.

If Seller fails to Cure or if such Letter of Credit expires or terminates without a full draw thereon by Buyer, or fails or ceases to be in full force and effect at any time that such Letter of Credit is required pursuant to the terms of this Agreement, then Seller shall have failed to meet the Collateral Requirements of Section 13. If a Letter of Credit has not been renewed at least twenty (20) Business Days prior to its scheduled expiration, Buyer may draw on the Letter of Credit for the full amount of the Collateral Requirement.

13.6.2. In all cases, the costs and expenses of establishing, renewing, substituting, canceling, increasing, reducing, or otherwise administering the Letter of Credit shall be borne by Seller.

14. EVENTS OF DEFAULT AND TERMINATION

14.1. Termination. Unless terminated earlier pursuant to Section 11.4 or this Section 14, this Agreement automatically terminates immediately following the last day of the Delivery Term.

14.2. Events of Default. An "Event of Default" means, with respect to a Party, the occurrence of any of the following:

14.2.1. With respect to either Party:

14.2.1.1. A Party becomes Bankrupt;

14.2.1.2. Except for an obligation to make payment when due, if there is a failure of a Party to perform any material covenant or obligation set forth in this Agreement (except to the extent such failure provides a separate termination right for the non-breaching Party or to the extent excused by Force Majeure), if such failure is not remedied within thirty (30) days after Notice thereof from the non-breaching Party to the breaching Party;

14.2.1.3. A Party fails to make any payment due and owing under this Agreement, if such failure is not cured within five (5) Business Days after Notice from the non-breaching Party to the breaching Party; or

14.2.1.4. Any representation or warranty made by a Party (a) is false or misleading in any material respect when made or (b) becomes false or misleading in any material respect during the Term; provided that the representations and warranties made by Seller in Sections 5.3.3 or 5.3.4 shall be subject to Section 5.3.5.

14.2.2. With respect to Seller:

14.2.2.1. Seller fails to take all corrective actions specified in any Buyer Notice, within the time frame set forth in such Notice, that the Facility is out of compliance with any term of this Agreement; provided that if such corrective action falls under a specific termination right under Section 14.2.2, then the time frame, if any, set forth for such right shall apply;

14.2.2.2. The Facility has not achieved Commercial Operation by the Guaranteed Commercial Operation Date;

14.2.2.3. Subject to Section 11, Seller has not sold or delivered Product greater than 10% of the applicable Contract Quantity

from the Facility to Buyer for a period of twelve (12) consecutive months;

14.2.2.4. Subject to Section 4.6, Seller fails to maintain its status as an ERR as set forth in Section 4.5 of the Agreement;

14.2.2.5. Subject to Section 4.8, the Facility fails to maintain its status as a Qualifying Facility;

14.2.2.6. Seller fails to post and maintain the Collateral Requirements pursuant to Section 13 and such failure is not cured within any applicable cure period;

14.2.2.7. Seller abandons the Facility;

14.2.2.8. Seller installs generating equipment at the Facility that exceeds the Contract Capacity and such excess generating capacity is not removed within five (5) Business Days after Notice from Buyer;

14.2.2.9. Seller delivers or attempts to deliver to the Delivery Point for sale under this Agreement Product that was not generated by the Facility;

14.2.2.10. Seller fails to install any of the equipment or devices necessary for the Facility to satisfy the Contract Capacity of the Facility, as set forth in Section 13.3.1;

14.2.2.11. An unauthorized assignment of the Agreement, as set forth in Section 17;

[Sections 14.2.2.12 and 14.2.2.13 below shall apply to all Facilities except conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]

14.2.2.12. ***[***Seller fails to reimburse Buyer any amounts due under this Agreement; or

14.2.2.13. Seller breaches the requirements in Section 6.15 regarding incentives.***]***

[Sections 14.2.2.12 - 14.2.2.14 below shall ONLY apply for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]

14.2.2.12. ***[***Seller fails to reimburse Buyer any amounts due under this Agreement; or

14.2.2.13. Seller breaches the requirements in Section 6.15 regarding incentives.

14.2.2.14. The Facility's Demonstrated Nameplate Capacity is greater than the lesser of (a) the Nameplate Capacity and (b) four thousand (4,000) kW.***]***

14.3. Declaration of an Event of Default. If an Event of Default has occurred, the non-defaulting Party shall have the right to: (a) send Notice, designating a day, no earlier than five (5) days after such Notice and no later than twenty (20) days after such Notice, as an early termination date of this Agreement ("Early Termination Date"); (b) accelerate all amounts owing between the Parties; (c) terminate this Agreement and end the Delivery Term effective as of the Early Termination Date; (d) collect any Settlement Amount under Section 14.5; and (e) if the defaulting party is the Seller and Buyer terminates the Agreement prior to the start of the Commercial Operation Date, Buyer shall have the right to retain (or if the Collateral Requirement has not been provided, collect) the entire Collateral Requirement.

14.4. Release of Liability for Termination.

14.4.1. Upon termination of this Agreement, neither Party shall be under any further obligation or subject to liability hereunder, except as provided in Section 3.4.2.

14.4.2. If an Event of Default shall have occurred, the non-defaulting Party has the right to immediately suspend performance under this Agreement and pursue all remedies available at Law or in equity against the defaulting Party (including monetary damages), except to the extent that such remedies are limited by the terms of this Agreement.

14.5. Calculation of Settlement Amount.

14.5.1. If either Party exercises a termination right under Section 14 after the Commercial Operation Date, the non-defaulting Party shall calculate a settlement amount ("Settlement Amount") equal to the amount of the non-defaulting Party's aggregate Losses and Costs less any Gains, determined as of the Early Termination Date. Prior to the Commercial Operation Date, the Settlement Amount shall be Zero dollars ($0).

14.5.2. If the non-defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, determined as of the Early Termination Date, the Settlement Amount shall be Zero dollars ($0).

14.5.3. The Buyer shall not have to enter into replacement transactions to establish a Settlement Amount.

14.6. Rights and Remedies Are Cumulative. The rights and remedies of the Parties pursuant to this Section 14 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

14.7. Duty to Mitigate. Buyer and Seller shall each have a duty to mitigate damages pursuant to this Agreement, and each shall use reasonable efforts to minimize any damages it may incur as a result of the other Party's non-performance of this Agreement, including with respect to termination of this Agreement.

14.8. Right of First Refusal.

14.8.1. If Seller terminates this Agreement, as provided in Sections 14.10 or 11.4 (based on a Force Majeure as to which Seller is the Claiming Party), or if Buyer terminates this Agreement as provided in Sections 14.2.2.2 and 13.3.1, or due to an Event of Default of Seller prior to the Guaranteed Commercial Operation Date, neither Seller nor Seller's Affiliates may sell, or enter into a contract to sell, Energy, Green Attributes, Capacity Attributes, or Resource Adequacy Benefits, generated by, associated with or attributable to a generating facility installed at the Site to a party other than Buyer for a period of two (2) years following the effective date of such termination ("Restricted Period").

14.8.2. This prohibition on contracting and sale will not apply if, before entering into such contract or making a sale to a party other than Buyer, Seller or Seller's Affiliate provides Buyer with a written offer to sell the Energy, Green Attributes, Capacity Attributes and Resource Adequacy Benefits to Buyer at the Contract Price and on other terms and conditions materially similar to the terms and conditions contained in this Agreement and Buyer fails to accept such offer within forty-five (45) days after Buyer's receipt thereof.

14.8.3. Neither Seller nor Seller's Affiliates may sell or transfer the Facility, or any part thereof, or land rights or interests in the Site of the proposed Facility (including the interconnection queue position identified in Section 2.4) during the Restricted Period so long as the limitations contained in this Section 14.8 apply, unless the transferee agrees to be bound by the terms set forth in this Section 14.8 pursuant to a written agreement reasonably approved by Buyer.

14.8.4. Seller shall indemnify and hold Buyer harmless from all benefits lost and other damages sustained by Buyer as a result of any breach of the covenants contained within this Section 14.8.

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14.9. Transmission Costs Termination Right.

14.9.1. Subject to Section 14.9.2, Buyer has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given to Seller, on or before the date that is sixty (60) days after Seller provides to Buyer the results of any Interconnection Study or the interconnection agreement tendered to Seller by the CAISO or the Transmission/Distribution Owner if:

14.9.1.1. Such study or agreement as of the date of the termination Notice estimates, includes, indicates, specifies or reflects that the maximum total cost of transmission upgrades or new transmission facilities to any Transmission/Distribution Owner, including costs reimbursed by any Transmission/Distribution Owner to Seller ("Aggregate Network Upgrade Costs"), may in the aggregate exceed Three Hundred Thousand dollars ($300,000.00) ("Network Upgrades Cap"), irrespective of any subsequent amendment of such study or agreement or any contingencies or assumptions upon which such study or agreement is based; or

14.9.1.2. Buyer must procure transmission service from any other Transmission/Distribution Owner to allow Buyer to Schedule Energy from the Facility and the cost of such transmission service is not reimbursed or paid by Seller.

14.9.2. Notwithstanding Section 14.9.1, Buyer shall have no right to terminate this Agreement under Section 14.9.1, if Seller (a) concurrently with its provision of the relevant Interconnection Study or interconnection agreement pursuant to Section 6.12.2, irrevocably agrees, as applicable, to pay to Buyer (i) the amount which Aggregate Network Upgrade Costs exceed the Network Upgrades Cap ("Excess Network Upgrade Costs"), such payment to be made, at Buyer's election, either directly to the Transmission/Distribution Owner on behalf of Seller or to Buyer for transfer to the Transmission/Distribution Owner at the time due, and (ii) any costs for transmission services specified in Section 14.9.1.2, and (b) enters into an interconnection agreement that contains language requiring Seller to pay, without reimbursement from Buyer or any other Transmission/Distribution Owner, all Excess Network Upgrade Costs; provided that Buyer shall have a separate right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given to Seller, on or before the date that is ninety (90) days after FERC, CAISO, or any Transmission/Distribution Owner, as applicable, rejects Seller's interconnection agreement, in whole or in part, or modifies Seller's interconnection agreement, in any such case, in a manner that would make Seller unable to comply

with the terms of Section 14.9.2(b). If Seller elects to pay, without reimbursement, for any Excess Network Upgrade Costs pursuant to this Section 14.9.2, in no event shall Seller have any interest in or rights or title to any Network Upgrades or Congestion Revenue Rights (as defined in the CAISO Tariff) in connection with the development of the Facility or the delivery of Product to Buyer pursuant to this Agreement.

14.10. Permit Termination Right. Either Party has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given, if Seller has not obtained permits necessary for the construction and operation of the Project within twenty-two (22) months after the Execution Date and a Notice of termination is given on or before the end of the twenty-third (23rd) month after the Execution Date; provided that prior to any termination by Seller under this Section 14.10, Seller must have taken all commercially reasonable actions (including but not limited to Seller's timely filing of required documents and payment of all applicable fees) to obtain such permits.

15. SCHEDULING COORDINATOR; FORECASTING PENALTIES; CAISO CHARGES; GOVERNMENTAL CHARGES

15.1. Scheduling Coordinator. Buyer shall be Seller's designated Scheduling Coordinator (as defined by CAISO Tariff). Seller shall comply with all forecasting and outage notification requirements in Appendix D. Buyer shall be responsible for all costs and charges assessed by the CAISO with respect to Scheduling and imbalances except as provided in Sections 6.8.2, 15.2 and 15.3. Throughout the Delivery Term, Buyer shall be entitled to all CAISO revenues and credits associated with the Project.

15.2. Forecasting Penalties and CAISO Penalties. Seller is liable for Forecasting Penalties and CAISO Penalties under the following circumstances:

15.2.1. Determining Seller's Liability for Forecasting Penalties. If in any hour of any month in the Delivery Term Seller fails to comply with the requirements in Appendix D of this Agreement with respect to Seller's Available Capacity forecasting, and the sum of Energy Deviations for each of the six Settlement Intervals in that hour exceed the Performance Tolerance Band described in Section 15.2.2, then Seller is liable for a forecasting penalty ("Forecasting Penalty") equal to one hundred fifty percent (150%) of the Contract Price for each kWh of electric Energy Deviation, or any portion thereof, in that hour.

15.2.2. Performance Tolerance Band. The "Performance Tolerance Band," in kWh, is equal to: (a) three percent (3%) times; (b) forecasted Available Capacity times; (c) one (1) hour.

15.2.3. Seller's Liability for CAISO Penalties. Seller shall assume all liability and reimburse Buyer for any and all CAISO Penalties incurred by Buyer because of Seller's failure to adhere to its obligations under the CAISO Tariff or any CAISO directive or to perform any covenant or obligation set forth in this Agreement.

15.3. Availability Charges. If the Facility is subject to the terms of the Availability Standards, Non-Availability Charges, and Availability Incentive Payments as contemplated under Section 40.9 of the CAISO Tariff, any Availability Incentive Payments will be for the benefit of Seller and for Seller's account and any Non-Availability Charges will be the responsibility of Seller and for Seller's account.

15.4. Governmental Charges. Seller shall pay or cause to be paid all taxes imposed by any Governmental Authority ("Governmental Charges") on or with respect to the Product or the Transaction arising at the Delivery Point, including, but not limited to, ad valorem taxes and other taxes attributable to the Project, land, land rights or interests in land for the Project. Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the Product or the Transaction from the Delivery Point. In the event Seller is required by Law or regulation to remit or pay Governmental Charges which are Buyer's responsibility hereunder, Buyer shall reimburse Seller for such Governmental Charges within thirty (30) days of Notice by Seller. If Buyer is required by Law or regulation to remit or pay Governmental Charges which are Seller's responsibility hereunder, Buyer may deduct such amounts from payments to Seller with respect to payments under the Agreement; if Buyer elects not to deduct such amounts from Seller's payments, Seller shall reimburse Buyer for such amounts within thirty (30) days of Notice from Buyer. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the Law. A Party that is exempt at any time and for any reason from one or more Governmental Charges bears the risk that such exemption shall be lost or the benefit of such exemption reduced; and thus, in the event a Party's exemption is lost or reduced, each Party's responsibility with respect to such Governmental Charge shall be in accordance with the first four sentences of this Section.

16. RELEASE OF INFORMATION AND RECORDING CONVERSATION

16.1. Release of Information. Seller authorizes Buyer to release to the FERC, CEC, the CPUC and/or other Governmental Authority information regarding the Facility, including the Seller's name and location, and the size, location and operational characteristics of the Facility, the Term, the ERR type, the Commercial Operation Date, greenhouse gas emissions data and the net power rating of the Facility, as requested from time to time pursuant to the CEC's, CPUC's or applicable Governmental Authority's rules and regulations.

16.2. Recording. Unless a Party expressly objects to a recording at the beginning of a telephone conversation, each Party consents to the creation of a tape or electronic recording of all telephone conversations between Buyer's employees or representatives performing a Scheduling Coordinator function as provided in Section 15.1 and any representative of Seller. The Parties agree that any such recordings will be retained in confidence, secured from improper access, and may be submitted in evidence in any proceeding or action relating to this Agreement. Each Party waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording and to obtain any necessary consent of such officers and employees.

17. ASSIGNMENT

17.1. General Assignment. Except as provided in Sections 17.2 and 17.3, neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld so long as among other things (a) the assignee assumes the transferring Party's payment and performance obligations under this Agreement, (b) the assignee agrees in writing to be bound by the terms and conditions hereof, (c) the transferring Party delivers evidence satisfactory to the non-transferring Party of the proposed assignee's technical and financial capability to meet or exceed such characteristics in the assigning Party's obligations hereunder and (d) the transferring Party delivers such tax and enforceability assurance as the other Party may reasonably request. Notwithstanding the foregoing and except as provided in Section 17.2, consent shall not be required for an assignment of this Agreement where the assigning Party remains subject to liability or obligation under this Agreement; provided that (i) the assignee assumes the assigning Party's payment and performance obligations under this Agreement, (ii) the assignee agrees in writing to be bound by the terms and conditions hereof, and (iii) the assigning Party provides the other Party with at least thirty (30) days' prior written Notice of the assignment. Appendix K is the General Consent to Assignment form that shall be used for this Section 17.1.

17.2. Assignment to Financing Providers. Seller shall be permitted to assign this Agreement as collateral for any financing or refinancing of the Project (including any tax equity or lease financing) with the prior written consent of the Buyer, which consent shall not be unreasonably withheld or delayed. The Parties agree that, the consent provided to Buyer in accordance with this Section 17.2 shall be in a form substantially similar to the Form of Financing Consent attached hereto as Appendix L; provided that (a) Buyer shall not be required to consent to any additional terms or conditions beyond those contained in Appendix L, including extension of any cure periods or additional remedies for financing providers, and (b) Seller shall be responsible at Buyer's request for Buyer's reasonable costs and

attorneys' fees associated with the review, negotiation, execution and delivery of documents in connection with such assignment.

17.3. Notice of Change in Control. Except in connection with public market transactions of the equity interests or capital stock of Seller or Seller's Affiliates, Seller shall provide Buyer notice of any direct change of control of Seller (whether voluntary or by operation of Law).

18. GOVERNING LAW

This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement. [Standard term and condition that "may not be modified" pursuant to prior Commission decisions, including Decision 07-11-025, Decision 08-08-028 and Decision 10-03-021, as modified by Decision 11-01-025]

19. DISPUTE RESOLUTION

19.1. Intent of the Parties. The sole procedure to resolve any claim arising out of or relating to this Agreement is the dispute resolution procedure set forth in this Section 19, except that either Party may seek an injunction in Superior Court in San Francisco, California if such action is necessary to prevent irreparable harm, in which case both Parties nonetheless will continue to pursue resolution of all other aspects of the dispute by means of this procedure.

19.2. Management Negotiations.

19.2.1. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations between each Party's authorized representative, or such other person designated in writing as a representative of the Party (each a "Manager"). Either Manager may request a meeting to, be held in person or telephonically, to initiate negotiations to be held within ten (10) Business Days of the other Party's receipt of such request, at a mutually agreed time and place.

19.2.2. All communication and writing exchanged between the Parties in connection with these negotiations shall be deemed confidential and shall be inadmissible as evidence such that it cannot be used or referred to in any subsequent judicial or arbitration process between the Parties, whether with respect to this dispute or any other.

19.2.3. If the matter is not resolved within forty-five (45) days of commencement of negotiations under Section 19.2.1, or if the Party receiving the written request to meet refuses or does not meet within the ten (10) Business Day period specified in Section 19.2.1, either Party may initiate arbitration of the controversy or claim according to the terms of Section 19.3.

19.3. Arbitration Initiation. If the dispute cannot be resolved by negotiation as set forth in Section 19.2 above, then the Parties shall resolve such controversy through arbitration ("Arbitration"). The Arbitration shall be adjudicated by one retired judge or justice from the JAMS panel. The Arbitration shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS' Commercial Arbitration Rules. If the Parties cannot mutually agree on the arbitrator who will adjudicate the dispute, then JAMS shall provide the Parties with an arbitrator pursuant to its then-applicable Commercial Arbitration Rules. The arbitrator shall have no affiliation with, financial or other interest in, or prior employment with either Party and shall be knowledgeable in the field of the dispute. Either Party may initiate Arbitration by filing with the JAMS a notice of intent to arbitrate at any time following the unsuccessful conclusion of the management negotiations provided for in Section 19.2.

19.4. Arbitration Process. The arbitrator shall have the discretion to order depositions of witnesses to the extent the arbitrator deems such discovery relevant and appropriate. Depositions shall be limited to a maximum of three (3) per Party and shall be held within thirty (30) days of the making of a request for depositions. Additional depositions may be scheduled only with the permission of the arbitrator, and for good cause shown. Each deposition shall be limited to a maximum of six (6) hours duration unless otherwise permitted by the arbitrator for good cause shown. All objections are reserved for the Arbitration hearing except for objections based on privilege and proprietary and confidential information. The arbitrator shall also have discretion to order the Parties to exchange relevant documents. The arbitrator shall also have discretion to order the Parties to answer interrogatories, upon good cause shown.

19.4.1. Each of the Parties shall submit to the arbitrator, in accordance with a schedule set by the arbitrator, offers in the form of the award it considers the arbitrator should make. If the arbitrator requires the Parties to submit more than one such offer, the arbitrator shall designate a deadline by which time the Parties shall submit their last and best offer. In such proceedings the arbitrator shall be limited to awarding only one of the two "last and best" offers submitted, and shall not determine an alternative or compromise remedy.

19.4.2. The arbitrator shall have no authority to award punitive or exemplary damages or any other damages other than direct and

actual damages and the other remedies contemplated by this Agreement.

19.4.3. The arbitrator's award shall be made within nine (9) months of the notice of intention to arbitrate and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the Parties or by the arbitrator, if necessary. At the conclusion of the Arbitration, the arbitrator shall prepare in writing and provide to each Party a decision setting forth factual findings, legal analysis, and the reasons on which the arbitrator's decision is based.

19.4.4. The arbitrator shall not have the power to commit errors of law or fact, or to commit any abuse of discretion, that would constitute reversible error had the decision been rendered by a California superior court. The arbitrator's decision may be vacated or corrected on appeal to a California court of competent jurisdiction for such error.

19.4.5. The California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator. The Parties are aware of the decision in Advanced Micro Devices, Inc. v. Intel Corp., 9 Cal. 4th 362 (1994) and, except as modified by this Agreement, intend to limit the power of the arbitrator to that of a Superior Court judge enforcing California Law.

19.4.6. The prevailing Party in this dispute resolution process is entitled to recover its costs and reasonable attorneys' fees.

19.4.7. The arbitrator shall have the authority to grant dispositive motions prior to the commencement of or following the completion of discovery if the arbitrator concludes that there is no material issue of fact pending before him or her.

19.4.8. Unless otherwise agreed to by the Parties, all proceedings before the arbitrator shall be reported and transcribed by a certified court reporter, with each Party bearing one-half of the court reporter's fees.

19.4.9. Except as may be required by Law, neither a Party nor an arbitrator may disclose the existence, content, or results of any Arbitration hereunder without the prior written consent of both Parties.

20. MISCELLANEOUS

20.1. Severability. If any provision in this Agreement is determined to be invalid, void or unenforceable by the CPUC or any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other

provision, agreement or covenant of this Agreement. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

20.2. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart. Each Party delivering an executed counterpart of this Agreement by facsimile or PDF transmission will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

20.3. General. This Agreement has been approved by the CPUC and modification of the terms and conditions of this Agreement, other than administrative amendments that do not impact the CPUC approved standard terms and conditions of this Agreement, will result in the need to obtain additional CPUC approval of the amended Agreement. In addition to the foregoing, no amendment to or modification of this Agreement shall be enforceable unless reduced to writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party other than a permitted successor or assignee bound to this Agreement. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. The term “including” when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.

20.4. Interpretation. Whenever this Agreement specifically refers to any Law, tariff, Governmental Authority, regional reliability council, Transmission/Distribution Owner, or credit rating agency, the Parties hereby agree that the references also refers to any successor to such Law, tariff or organization.

20.5. Construction. The Parties acknowledge and agree that this Agreement has been approved by the CPUC and that the Agreement will not be construed against any Party as a result of the preparation, substitution, or other event of negotiation, drafting or execution thereof.

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IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

	PACIFIC GAS AND ELECTRIC COMPANY
(Seller)	(Buyer)
(Signature)	(Signature)
(Type/Print Name)	(Type/Print Name)
(Title)	(Title)
(Date)	(Date)

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Appendix A - Definitions

"Accepted Compliance Costs" has the meaning set forth in Section 4.6.3.

"Affiliate" means, with respect to a Party, any entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with that Party.

"Aggregate Network Upgrade Costs" has the meaning set forth in Section 14.9.1.1.

"Aggregated Telemetering Cost Cap" has the meaning set forth in Appendix F. *[Only applicable if Facility is less than 500 kW]*

"Aggregated Telemetering System" has the meaning set forth in Appendix F. *[Only applicable if Facility is less than 500 kW]*

"Aggregated Telemetering System Installation Costs" means initial costs to Seller for the purchase and installation of the Aggregated Telemetering System. In no event shall "Aggregated Telemetering System Installation Costs" include ongoing operating expenses of the Aggregated Telemetering System following its initial installation, including but not limited to communication costs and costs associated with maintaining a T-1 line. *[Only applicable if Facility is less than 500 kW]*

"Arbitration has the meaning set forth in Section 19.3.

"As-Available Facility" means a generating facility that is powered by one of the following sources, except for a de minimis amount of Energy from other sources: (a) wind, (b) solar energy, (c) hydroelectric potential derived from small conduit water distribution facilities that do not have storage capability, or (d) other variable sources of energy that are contingent upon natural forces other than geothermal.

"Available Capacity" means the power output from the Facility, expressed in whole kilowatts, that is available to generate Product.

"Availability Standards" means the program set forth in Section 40.9 of the CAISO Tariff, as it may be amended, supplemented or replaced (in whole or in part) from time to time, setting forth certain standards regarding the desired level of availability for Resource Adequacy resources and possible charges and incentive payments for performance thereunder.

"Bankrupt" means with respect to any entity, such entity:

(a) Files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it;

(b) Makes an assignment or any general arrangement for the benefit of creditors;

(c) Otherwise becomes bankrupt or insolvent (however evidenced);

(d) Has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to such entity or any substantial portion of its property or assets; or

(e) Is generally unable to pay its debts as they fall due.

"Baseload Facility" means a generating facility that does not qualify as an As-Available Facility.

"Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving during the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party's principal place of business where the relevant Party in each instance shall be the Party from whom the notice, payment or delivery is being sent.

"Buyer's WREGIS Account" has the meaning set forth in Section 4.3.1. *[for Facilities (1) 500 kW or greater and (2) eligible for a CAISO revenue meter.]*

"CAISO" means the California Independent System Operator Corporation or any successor entity performing similar functions.

"CAISO Grid" means the system of transmission lines and associated facilities that have been placed under the CAISO's operational control.

"CAISO Penalties" means any fees, liabilities, assessments, or similar charges assessed by the CAISO for (a) violation of the CAISO Tariff and all applicable protocols, WECC rules or CAISO operating instructions or orders or (b) as a result of Seller's failure to follow Prudent Electrical Practices. "CAISO Penalties" do not include the costs and charges related to Scheduling and imbalances as addressed in Section 15.1 of this Agreement.

"CAISO Tariff" means the CAISO FERC Electric Tariff, Fifth Replacement Volume No. 1, as amended from time to time.

"California Renewables Portfolio Standard" means the renewable energy program and policies codified in California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions may be amended or supplemented from time to time.

"Capacity Attributes" means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific as to the location or any other attribute of the Project, intended to value any aspect of

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the capacity of the Project to produce Energy or ancillary services, including, but not limited to, any accounting construct so that the full Contract Capacity of the Project may be counted toward a Resource Adequacy Requirement or any other measure by the CPUC, the CAISO, the FERC, or any other entity invested with the authority under federal or state Law, to require Buyer to procure, or to procure at Buyer's expense, Resource Adequacy or other such products.

"CEC" means the California Energy Commission or its successor agency.

"CEC Certification" means certification by the CEC that the Facility is an ERR and that all Energy produced by the Facility qualifies as generation from an ERR.

"CEC Pre-Certification" means provisional certification of the proposed Facility as an ERR by the CEC upon submission by a facility of a complete CEC-RPS-1B application and required supplemental information.

"CEC Verification" means verification by the CEC based on ongoing reporting by Seller that the Facility is an ERR and that all Energy produced by the Facility qualifies as generation from an ERR.

"Check Meter" means the Buyer revenue-quality meter section(s) or meter(s), which Buyer may require at its discretion, and which will include those devices normally supplied by Buyer or Seller under the applicable utility electric service requirements.

"Claiming Party" has the meaning set forth in Section 11.2.

"Collateral Requirement" has the meaning set forth in Section 13.1.

"Commercial Operation" means the Facility is operating and able to produce and deliver the Product to Buyer pursuant to the terms of this Agreement.

"Commercial Operation Date" means the date on which the Facility achieves Commercial Operation.

"Compliance Action" has the meaning set forth in Section 4.6.1.

"Compliance Expenditure Cap" has the meaning set forth in Section 4.6.

"Contract Capacity" means the lesser of: (a) ***[***the Nameplate Capacity***] [For all Facilites except those that are eligible pursuant to Assembly Bill No. 1979] [***that portion of the Nameplate Capacity which is specified as the Contract Capacity in Section 3.1***] [Only for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]***, and (b) the Demonstrated Contract Capacity.

"Contract Price" has the meaning set forth in Section 3.6.

"Contract Quantity" has the meaning set forth in Section 3.2.

"Contract Year" means a period of twelve (12) consecutive months with the first Contract Year commencing on the Commercial Operation Date and each subsequent Contract Year commencing on the anniversary of the Commercial Operation Date.

"Control Area" means the electric power system (or combination of electric power systems) under the operational control of the CAISO or any other electric power system under the operation control of another organization vested with authority comparable to that of the CAISO.

"Costs" means (a) brokerage fees, commissions and other similar third-party transaction costs and expenses reasonably incurred either in terminating any arrangement pursuant to which it has hedged its obligations or in entering into new arrangements which replace the Transaction; and (b) all reasonable attorneys' fees and expenses incurred in connection with the termination of the Transaction.

"CPUC" means the California Public Utilities Commission, or successor entity.

"Credit Rating" means, with respect to any entity, (a) the rating then assigned to such entity's unsecured senior long-term debt obligations (not supported by third party credit enhancements), or (b) if such entity does not have a rating for its unsecured senior long-term debt obligations, then the rating assigned to such entity as an issuer rating by S&P and/or Moody's. If the entity is rated by both S&P and Moody's and such ratings are not equivalent, the lower of the two ratings shall determine the Credit Rating. If the entity is rated by either S&P or Moody's, but not both, then the available rating shall determine the Credit Rating.

"Cure" has the meaning set forth in Section 13.6.

"Current Inverters" means devices used to convert DC electric energy to alternating current electric energy. [*for solar photovoltaic technology]*

"Curtailment Order" means any instruction from Buyer to Seller to reduce the delivery of Energy from the Facility for any reason other than as set forth in Sections 6.8.1(a) or (b).

"Daily Delay Liquidated Damages" has the meaning set forth in Section 2.8.2.4.

"DC" means direct current. *[for solar photovoltaic technology]*

"DC Collection System" means the DC equipment, cables, components, devices and materials that interconnect the Photovoltaic Modules with the Current Inverters. *[for solar photovoltaic technology]*

"Deficient Month" has the meaning set forth in Section 4.3.5. *[for Facilities (1) 500 kW or greater and (2) eligible for a CAISO revenue meter.]*

"Delay" has the meaning set forth in Section 2.9.1.

"Deliverability Upgrades" means all Network Upgrades necessary for the Facility to receive Full Capacity Deliverability Status.

"Delivered Energy" means all Energy produced from the Project, expressed in kWh, as recorded by the meter specified in Section 6.2.1 or the Check Meter, as applicable.

"Delivery Point" means the point of interconnection to the CAISO Grid and, for payment purposes, the corresponding PNode.

"Delivery Term" has the meaning set forth in Section 3.5.

"Demonstrated Contract Capacity" means the Facility's total rated electric alternating current energy generating capacity which will equal the [lesser of (a) the sum of the Inverter Block Unit Capacity of all Inverter Block Units in the Facility and (b) the continuous output power rating at the expected operating power factor of the step-up transformer that connects the Facility to the Transmission/Distribution Owner's system*[for solar photovoltaic technology]*] [the total of the manufacturer's nameplate ratings of all installed Wind Turbines, consistent with Prudent Electrical Practices and accepted industry standards, as indicated on the nameplates physically attached to the individual Wind Turbine generators*[for wind technology]*] [sum of the Metered Amounts for the Demonstration Hour*[all other technologies]*], as determined in accordance with Appendix M.

"Demonstrated Nameplate Capacity" means the Facility's total rated electric alternating current generating capacity, which will equal the lesser of: (a) the sum of the manufacturer's nameplate rating of all installed generators (kW), and (b) the sum of the manufacturer's nameplate power rating of all installed turbines (kW), as determined in accordance with Appendix M. ***[Only for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]***

"Demonstration Date" has the meaning set forth in Appendix M. *[for solar photovoltaic, wind technologies, and conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]*

"Demonstration Hour" has the meaning set forth in Appendix M. *[for technologies other than solar photovoltaic and wind]*

"Distribution Upgrades" has the meaning set forth in the CAISO Tariff.

"Early Termination Date" has the meaning set forth in Section 14.3.

"Electric System Upgrades" means any Network Upgrades, Distribution Upgrades, Deliverability Upgrades, or Interconnection Facilities that are determined to be necessary by the CAISO or Transmission/Distribution Owner, as applicable, to physically and electrically interconnect the Project to the Transmission/Distribution

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Owner's electric system for receipt of Energy at the Point of Interconnection (as defined in the CAISO Tariff) if connecting to the CAISO Grid, or the Interconnection Point, if the Transmission/Distribution Owner's electric system is not part of the CAISO Grid.

"Eligible Intermittent Resources Protocol" or "EIRP" has the meaning set forth in the CAISO Tariff.

"Eligible Renewable Energy Resource" or "ERR" has the meaning set forth in Public Utilities Code Sections 399.12 and California Public Resources Code Section 25741, as either code provision may be amended or supplemented from time to time.

"Emergency" means (a) an actual or imminent condition or situation which jeopardizes the integrity of the electric system or the integrity of any other systems to which the electric system is connected or any condition so defined and declared by the CAISO; or (b) an emergency condition as defined under an interconnection agreement and any abnormal interconnection or system condition that requires automatic or immediate manual action to prevent or limit loss of load or generation supply, that could adversely affect the reliability of the electric system or generation supply, that could adversely affect the reliability of any interconnected system, or that could otherwise pose a threat to public safety.

"Energy" means three-phase, 60-cycle alternating current electric energy measured in kWh, net of Station Use and, in the case of excess sales arrangements, any Site Host Load. For purposes of the definition of "Green Attributes," the word "energy" shall have the meaning set forth in this definition.

"Energy Deviation(s)" means the absolute value of the difference, in kWh, in any Settlement Interval between (a) the final accepted Bid (as defined in the CAISO Tariff) submitted for the Project for the hour of the Settlement Interval divided by the number of Settlement Intervals in the hour; and (b) Delivered Energy for the Settlement Interval.

"Engineer Report" has the meaning set forth in Appendix M.

"Excess Network Upgrade Costs" has the meaning set forth in Section 14.9.2.

"Execution Date" means the latest signature date found at the end of the Agreement.

"Facility" has the meaning set forth in Section 2. The terms "Facility" or "Project" as used in this Agreement are interchangeable.

"FERC" means the Federal Energy Regulatory Commission or any successor government agency.

"Forced Outage" means any unplanned reduction or suspension of the electrical output from the Facility resulting in the unavailability of the Facility, in whole or in part, in response to a mechanical, electrical, or hydraulic control system trip or operator-initiated

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trip in response to an alarm or equipment malfunction and any other unavailability of the Facility for operation, in whole or in part, for maintenance or repair that is not a scheduled maintenance outage and not the result of Force Majeure.

"Force Majeure" means any occurrence that was not anticipated as of the Execution Date that:

(a) In whole or in part:

(i) Delays a Party's performance under this Agreement;

(ii) Causes a Party to be unable to perform its obligations; or

(iii) Prevents a Party from complying with or satisfying the conditions of this Agreement;

(b) Is not within the control of that Party; and

(c) The Party has been unable to overcome by the exercise of due diligence, including an act of God, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, sabotage, strike or labor dispute, or curtailment or reduction in deliveries at the direction of a Transmission/Distribution Owner or the CAISO (except as set forth below).

Force Majeure does not include:

(d) The lack of wind, sun or other fuel source of an inherently intermittent nature;

(e) Reductions in generation from the Facility resulting from ordinary wear and tear, deferred maintenance or operator error;

(f) Curtailment or reduction in deliveries at the direction of a Transmission/Distribution Owner or the CAISO when the basis of the curtailment or reduction in deliveries ordered by a Transmission/Distribution Owner or the CAISO is congestion arising in the ordinary course of operations of the Transmission/Distribution Owner's system or the CAISO Grid, including congestion caused by outages or capacity reductions for maintenance, construction or repair; or

(g) Any delay in providing, or cancellation of, interconnection service by a Transmission/Distribution Owner or the CAISO, except to the extent such delay or cancellation is the result of a force majeure claimed by the Transmission/Distribution Owner or the CAISO.

"Force Majeure Delay" has the meaning set forth in Section 2.8.2.3

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"Forecasting Penalty" has the meaning set forth in Section 15.2.1.

"Full Capacity Deliverability Status" has the meaning set forth in the CAISO Tariff.

"Full Capacity Option Notice" has the meaning set forth in Section 4.4.3.

"Gains" means with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of the Transaction, determined in a commercially reasonable manner, subject to Section 14.5. Factors used in determining economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties, including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, market price referent, market prices for a comparable transaction, forward price curves based on economic analysis of the relevant markets, settlement prices for a comparable transaction at liquid trading platforms (e.g., NYMEX), all of which should be calculated for the remaining Delivery Term to determine the value of the Product.

"GEP Damages" has the meaning set forth in Appendix G.

"GEP Failure" means Seller's failure to produce Delivered Energy in an amount equal to or greater than the Guaranteed Energy Production amount for the applicable Performance Measurement Period.

"GEP Shortfall" means the amount in MWh by which Seller failed to achieve the Guaranteed Energy Production in the applicable Performance Measurement Period.

"Governmental Authority" means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question.

"Governmental Charges" has the meaning set forth in Section 15.4.

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat

in the atmosphere[1]; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project. [Standard term and condition that "may not be modified" pursuant to prior Commission decisions, including Decision 07-11-025, Decision 08-08-028 and Decision 10-03-021, as modified by Decision 11-01-025]

"Guaranteed Commercial Operation Date" has the meaning set forth in Section 2.8.2.

"Guaranteed Energy Production" or "GEP" has the meaning set forth in Section 12.2.

"Installed DC Rating" means, at any time, the sum of the Photovoltaic Module DC Ratings for all Photovoltaic Modules actually installed at the Site and verified by Buyer in accordance with Appendix M, or at Buyer's option, in an Engineer Report, expressed in kWPDC. *[for solar photovoltaic technology]*

"Interconnection Facilities" has the meaning set forth in the tariff applicable to the Seller's interconnection agreement.

[1] Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

"Interconnection Study" means any of the studies defined in the CAISO's Tariff or any Transmission/Distribution Owner's tariff that reflect methodology and costs to interconnect the Facility to the Transmission/Distribution Owner's electric grid.

"Interest Rate" means the rate per annum equal to the "Monthly" Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519, or its successor publication.

"Inverter Block Unit" means each Current Inverter installed on the Site as part of the Facility, along with the associated DC Collection Systems and Photovoltaic Modules connected to such Current Inverter. *[for solar photovoltaic technology]*

"Inverter Block Unit Capacity" means, with respect to each Inverter Block Unit, the total rated electric alternating current energy generating capacity of such Inverter Block Unit, determined as the lesser of:

(a) The manufacturer's output rating of the Current Inverter included in such Inverter Block Unit, consistent with Prudent Electrical Practices and accepted industry standards, as indicated on the nameplate physically attached to such Current Inverter;

(b) The sum of the manufacturer's nameplate ratings of all Photovoltaic Modules included in such Inverter Block Unit, consistent with Prudent Electrical Practices and accepted industry standards, as indicated on the nameplates physically attached to such individual Photovoltaic Modules; and

(c) The continuous power output rating at the expected operating power factor of the Inverter Block Unit's medium voltage transformer.
[for solar photovoltaic technology]

"JAMS" means JAMS, Inc. or its successor entity, a judicial arbitration and mediation service.

"kW" means kilowatt.

"kWh" means kilowatt-hour.

"kWPDC" means peak DC power. *[for solar photovoltaic technology]*

"Law" means any statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Execution Date, and which becomes effective during the Delivery Term; or any binding interpretation of the foregoing.

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"Letter(s) of Credit" means an irrevocable, non-transferable standby letter of credit issued either by (a) a U.S. commercial bank, or (b) a U.S. branch of a foreign commercial bank, acceptable to Buyer, with either such bank having a Credit Rating of at least: (i) an A- from S&P with a stable designation and an A3 from Moody's with a stable designation, if such bank is rated by both S&P and Moody's; or (ii) an A- from S&P with a stable designation or an A3 from Moody's with a stable designation, if such bank is rated by either S&P or Moody's, but not both, even if such bank was rated by both S&P and Moody's as of the date of issuance of the Letter of Credit but ceases to be rated by either, but not both of those ratings agencies. The Letter of Credit must be substantially in the form as contained in Appendix H to this Agreement; provided that if the Letter of Credit is issued by a branch of a foreign bank, Buyer may require changes to such form.

"Licensed Professional Engineer" means a person acceptable to Buyer in its reasonable judgment who (a) is licensed to practice engineering in California, (b) has training and experience in the power industry specific to the technology of the Project, (c) has no economic relationship, association, or nexus with Seller or Buyer, other than to meet the obligations of Seller pursuant to this Agreement, (d) is not a representative of a consultant, engineer, contractor, designer or other individual involved in the development of the Project or of a manufacturer or supplier of any equipment installed at the Project, and (e) is licensed in an appropriate engineering discipline for the required certification being made.

"Losses" means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from the termination of the Transaction, determined in a commercially reasonable manner, subject to Section 14.5. Factors used in determining the loss of economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, market price referent, market prices for a comparable transaction, forward price curves based on economic analysis of the relevant markets, settlement prices for a comparable transaction at liquid trading platforms (e.g. NYMEX), all of which should be calculated for the remaining term of the Transaction to determine the value of the Product.

"Manager" has the meaning set forth in Section 19.2.

"Meter Service Agreement" has the meaning set forth in the CAISO Tariff.

"MW" means megawatt (AC).

"MWh" means megawatt-hour.

"Nameplate Capacity" means the lesser of the total alternating current real power rating of the generator nameplate(s) (kW) and the nameplate power rating of the turbines (kW), as set forth in Section 3.1.

"Network Upgrades" has the meaning set forth in the CAISO Tariff.

"Network Upgrades Cap" has the meaning set forth in Section 14.9.1.1.

"Negative LMP" means in any Settlement Interval, the locational marginal price, as defined in the CAISO tariff, at the Pnode associated with the Facility's Delivery Point that is less than zero dollars ($).***[Only for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]***

"Negative LMP Costs" has the meaning set forth in Section 3.6.2. ***[Only for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]***

"Notice," unless otherwise specified in the Agreement, means written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail).

"Paid Curtailed Product" has the meaning set forth in Section 6.8.3. The amount of "Paid Curtailed Product" shall be determined as set forth in Section 6.8.4.

"Participating Generator Agreement" has the meaning set forth in the CAISO Tariff.

"Participating Intermittent Resource" or "PIRP" has the meaning set forth in the CAISO Tariff.

"Party" means the Buyer or Seller individually, and "Parties" means both collectively. For purposes of Section 18 (Governing Law) the word "party" or "parties" shall have the meaning set forth in this definition.

"Payment Allocation Factors" shall initially mean the energy-only payment allocation factors set forth in Appendix C. Effective with respect to payments for periods beginning on or after the first day of the calendar month following receipt of a valid Full Capacity Option Notice, "Payment Allocation Factors" shall mean, with respect to such periods, the full capacity deliverability payment allocation factors set forth in Appendix C.

"Payment Limit" has the meaning set forth in Section 3.6.2. ***[Only for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]***

"Performance Measurement Period" has the meaning set forth in Section 12.1.

"Performance Tolerance Band" shall be calculated as set forth in Section 15.2.2.

"Permitting Delay" has the meaning set forth in Section 2.8.2.1.

"Permitted Extensions" has the meaning set forth in Section 2.8.2.

"Photovoltaic Module" means the individual module or component that produces DC electric energy from sun light. *[for solar photovoltaic technology]*

"Photovoltaic Module DC Rating" means, for each Photovoltaic Module installed or to be installed at the Site, the number (expressed in kWPDC) stated on the nameplate affixed thereto representing the manufacturer's maximum (at "peak" sunlight) DC power rating at the standard test condition ("Pmp" or Power maximum at peak). *[for solar photovoltaic technology]*

"Planned Outage" means the removal of equipment from service availability for inspection and/or general overhaul of one or more major equipment groups. To qualify as a Planned Outage, the maintenance (a) must actually be conducted during the Planned Outage, and in Seller's sole discretion must be of the type that is necessary to reliably maintain the Project, (b) cannot be reasonably conducted during Project operations, and (c) causes the generation level of the Project to be reduced by at least ten percent (10%) of the Contract Capacity.

"PNode" has the meaning set forth in the CAISO Tariff.

"Product" means all electric energy produced by the Facility throughout the Delivery Term, net of Station Use, electrical losses from the Facility to the Delivery Point, and, in the case of excess sale arrangements, any Site Host Load; all Green Attributes; all Capacity Attributes, if any; and all Resource Adequacy Benefits, if any; generated by, associated with or attributable to the Facility throughout the Delivery Term.

"Project" has the meaning set forth in Section 2. The terms "Facility" and "Project" as used in this Agreement are interchangeable.

"Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric energy generating facilities in the Western United States, similar to the Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety. Prudent Electrical Practices shall include, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with manufacturers' warranties, restrictions in this Agreement, and the requirements of Governmental Authorities, WECC standards, the CAISO and Laws. Prudent Electrical Practices also includes taking reasonable steps to ensure that:

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(a) Equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Facility's needs;

(b) Sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Facility and Emergencies whether caused by events on or off the Site;

(c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Facility, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;

(d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;

(e) Equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or the Transmission/Distribution Owner's electric system or contrary to environmental laws, permits or regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and

(f) Equipment and components are designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generating facilities operating in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.

"PURPA" means the Public Utility Regulatory Policies Act of 1978, Public Law, 95-617, as amended from time to time.

"Qualifying Facility" means an electric energy generating facility that complies with the qualifying facility definition established by PURPA and any FERC rules as amended from time to time (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing PURPA and, to the extent required to obtain or maintain Qualifying Facility status, is self-certified as a Qualifying Facility or is certified as a Qualified Facility by the FERC.

"Renewable Energy Credit" has the meaning set forth in Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

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"Resource Adequacy" means the procurement obligation of load serving entities, including Buyer, as such obligations are described in CPUC Decisions D.04-10-035 and D.05-10-042 and subsequent CPUC decisions addressing Resource Adequacy issues, as those obligations may be altered from time to time in the CPUC Resource Adequacy Rulemakings (R.) 04-04-003 and (R.) 05-12-013 or by any successor proceeding, and all other Resource Adequacy obligations established by any other entity, including the CAISO.

"Resource Adequacy Benefits" means the rights and privileges attached to the Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Facility.

"Resource Adequacy Requirements" has the meaning set forth in Section 4.4.1.

"Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such decisions, rulings, Laws, rules or regulations may be amended or modified from time-to-time during the Delivery Term.

"Restricted Period" has the meaning set forth in Section 14.8.1.

"Schedule," "Scheduled" or "Scheduling" means the action of Buyer in submitting bids to the CAISO and receiving all CAISO markets results from the CAISO; provided that a CAISO market result where the Facility is instructed to deliver zero (0) kWhs is not considered a "Schedule" for purposes of this Agreement.

"Seller Excuse Hours" means those hours during which Seller is unable to schedule or deliver Energy to Buyer as a result of (a) a Force Majeure event, (b) Buyer's failure to perform, or (c) curtailment under Section 6.8.

"Seller's WREGIS Account" has the meaning set forth in Section 4.3.1. *[for Facilities (1) 500 kW or greater and (2) eligible for a CAISO revenue meter.]*

"Settlement Amount" has the meaning set forth in Section 14.5.1.

"Settlement Interval" has the meaning set forth in the CAISO Tariff.

"Site" means the real property on which the Facility is, or will be, located, as further described in Appendix E.

"Site Control" means the Seller: (a) owns the Site, (b) leases the Site, (c) is the holder of a right-of-way grant or similar instrument with respect to the Site, or (d) prior to the Commercial Operation Date, has the unilaterally exercisable contractual right to acquire or cause to be acquired on its behalf any of (a), (b), or (c).

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"Site Host Load" means the electric energy produced by or associated with the Facility that serves electrical loads (that are not Station Use) of Seller or one or more third parties conducted pursuant to California Public Utilities Code Section 218(b).

"Station Use" means energy consumed within the Facility's electric energy distribution system as losses, as well as energy used to operate the Facility's auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps.

"Telemetering System" means a system of electronic components that collects all required telemetry in accordance with the CAISO's Business Practice Manual for direct telemetry, the PIRP/EIRP and Buyer operational requirements and communicates this telemetry to the CAISO and Buyer as required by applicable tariff or this Agreement. The Telemetering System does not include other components of the Facility that do not collect or communicate such required telemetry, including but not limited to, Seller's system control and data acquisition systems.

"Term" has the meaning set forth in Section 3.4.1.

"TOD Periods" means the time of delivery periods set forth in Appendix C.

"Transaction" means the particular transaction described in Section 3.3.

"Transmission Delay" has the meaning set forth in Section 2.8.2.2.

"Transmission/Distribution Owner" means any entity or entities responsible for the interconnection of the Facility or transmitting the Delivered Energy on behalf of Seller from the Facility to the Delivery Point.

"Useful Thermal Energy Output" has the meaning set forth in 18 CFR §292.202(h) and modified by the Energy Policy Act of 2005, or any successor thereto. *[for cogeneration Facilities]*

"WECC" means the Western Electricity Coordinating Council, the regional reliability council for the Western United States, Northwestern Mexico and Southwestern Canada.

"Wind Turbines" means the wind turbine generators installed on the Site as part of the Facility including any replacements or substitutes therefore. *[for wind technology]*

"WMDVBE" means women, minority and disabled veteran-owned business enterprise as contemplated by CPUC General Order 156.

"WREGIS" means the Western Renewable Energy Generating Information System or any successor renewable energy tracking program.

"WREGIS Certificate Deficit" has the meaning set forth in Section 4.3.5. *[for Facilities (1) 500 kW or greater and (2) eligible for a CAISO revenue meter.]*

"WREGIS Certificates" has the same meaning as "Certificate" as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard. *[for Facilities (1) 500 kW or greater and (2) eligible for a CAISO revenue meter.]*

"WREGIS Operating Rules" means those operating rules and requirements adopted by WREGIS as of December 2010, as subsequently amended, supplemented or replaced (in whole or in part) from time to time. *[for Facilities (1) 500 kW or greater and (2) eligible for a CAISO revenue meter.]*

**** End of Appendix A ****

Appendix B – Commercial Operation Date Confirmation Letter

In accordance with the terms of that certain Small Renewable Generator Power Purchase Agreement dated _____("Agreement") for the Facility named _____ by and between Pacific Gas and Electric Company ("Buyer") and _____ ("Seller"), this letter serves to document the Parties further agreement that (i) the conditions precedent to the occurrence of the Commercial Operation Date have been satisfied, and (ii) Seller has scheduled and Buyer has received the Energy, as specified in the Agreement, as of this _____ day of _____, _____. This letter shall confirm the Commercial Operation Date, as defined in the Agreement, as the date referenced in the preceding sentence.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below:

By:	By:
	PACIFIC GAS AND ELECTRIC COMPANY
_____	_____
(Seller)	(Buyer)
_____	_____
(Signature)	(Signature)
_____	_____
(Type/Print Name)	(Type/Print Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

**** End of Appendix B ****

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Appendix C – Time of Delivery Periods and Payment Allocation Factors

Energy-Only Payment Allocation Factors

Monthly Period	Peak	Mid-Day	Night
Jul – Sep	1.000	1.000	1.000
Oct – Feb	1.000	1.000	1.000
Mar – Jun	1.000	1.000	1.000

Full Capacity Deliverability Payment Allocation Factors

Monthly Period	Peak	Mid-Day	Night
Jul – Sep	1.000	1.000	1.000
Oct – Feb	1.000	1.000	1.000
Mar – Jun	1.000	1.000	1.000

Definitions:

1. Peak = HE (Hours Ending) 18 – 22 (Pacific Prevailing Time (PPT)) all days in the applicable Monthly Period.
2. Mid-Day = HE 09 – 17 PPT all days in the applicable Monthly Period.
3. Night = HE 23 – 08 PPT all days in the applicable Monthly Period.

**** End of Appendix C ****

Appendix D – Forecasting and Outage Notification Requirements

A. NOTIFICATION REQUIREMENTS FOR START-UP AND SHUTDOWN

Prior to paralleling to or after disconnecting from the electric system, ALWAYS follow your balancing authority rules and notify your applicable Transmission/Distribution Owner local switching center and notify Buyer's Real Time Desk by telephone as follows:

- Contact the applicable Transmission/Distribution Owner local switching center and Buyer's Real Time Desk to parallel before any start-up
- Contact the applicable Transmission/Distribution Owner local switching center and Buyer's Real Time Desk again with parallel time after start-up.
- Contact the applicable Transmission/Distribution Owner local switching center and Buyer's Real Time Desk after any separation and report the separation time as well as the date and time estimate for return to service.

Buyer's Real Time Desk Primary Telephone: (415) 973-4500.

B. SUBMISSION OF AVAILABLE CAPACITY AND PROJECT OUTAGES

1. Submit information by posting to PG&E's approved web-based system.
2. If the website is unavailable, implement the procedures set forth below:
    a. **For all email correspondence, enter the following in the email subject field: Contract Name, Email Purpose, Delivery Date Range, (For example: "XYZ Company Project #2 Daily Forecast of Available Capacity for dd/mm/yyyy through dd/mm/yyyy")**
    b. For Annual Forecasts of Available Capacity, email to DAenergy@pge.com and Bilat Settlements@pge.com.
    c. For Monthly and Day Ahead Forecasts of Available Capacity, email to DAenergy@pge.com.
    d. For Day Ahead Forecasts of Available Capacity after fourteen (14) hours before the WECC Preschedule Day, but before the CAISO deadline for

submitting Day-Ahead Schedules, call primary phone (415) 973-1971 or backup phone (415) 973-4500. Also send email to DAenergy@pge.com.

e. For Hourly Forecasts of Available Capacity, call PG&E's Real Time Desk at (415) 973-4500 and email to RealTime@pge.com.

f. For Planned Outages and prolonged outages, complete the specifics below and submit by email to DAenergy@pge.com and Bilat_Settlements@pge.com.

g. For Forced Outages, complete the specifics below and submit by email to RealTime@pge.com and Bilat_Settlements@pge.com.

   i. Email subject Field: XYZ Company Project #2 Outage Notification for dd/mm/yyyy through dd/mm/yyyy

   ii. Email body:

      1. Type of Outage: Planned Outage, Forced Outage, Prolonged Outage

      2. Start Date and Start Time

      3. Estimated or Actual End Date and End Time

      4. Date and time when reported to PG&E and name(s) of PG&E representative(s) contacted

      5. Text description of additional information as needed, including, but not limited to, changes to a Planned Outage, Prolonged Outage or Forced Outage.

C. AVAILABLE CAPACITY FORECASTING.

Seller shall provide the Available Capacity forecasts described below. ***[The following bracketed language applies to As-Available solar or wind Projects only]*** **[**Seller's availability forecasts below shall include Project availability and updated status of ***[The following bracketed language applies to solar Projects only]*** **[**photovoltaic panels, inverters, transformers, and any other equipment that may impact availability**]** or ***[The following bracketed language applies to wind Projects only]*** **[**transformers, wind turbine unit status, and any other equipment that may impact availability**].]** ***[The following bracketed language applies to As-Available Product only]*** Seller shall use commercially reasonable efforts to forecast the Available Capacity of the Project accurately and to transmit such information in a format reasonably acceptable to Buyer. Buyer and Seller shall agree upon reasonable changes to the requirements and

procedures set forth below from time-to-time, as necessary to comply with CAISO Tariff changes, accommodate changes to their respective generation technology and organizational structure and address changes in the operating and Scheduling procedures of Buyer and the CAISO, including but not limited to automated forecast and outage submissions.

1. Annual Forecast of Available Capacity. No later than (I) the earlier of July 1 of the first calendar year following the Execution Date or one hundred and eighty (180) days before the first day of the first Contract Year of the Delivery Term ("First Annual Forecast Date"), and (II) on or before July 1 for each calendar year from the First Annual Forecast Date for every subsequent Contract Year during the Delivery Term, Seller shall provide to Buyer a non-binding forecast of the hourly Available Capacity for each day in each month of the following calendar year in a form reasonably acceptable to Buyer.

2. Monthly Forecast of Available Capacity. Ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer a non-binding forecast of the hourly Available Capacity for each day of the following month in a form reasonably acceptable to Buyer.

3. Day-Ahead Forecast of Available Capacity. During each month of the Delivery Term, Seller or Seller's agent shall provide a binding day ahead forecast of Available Capacity (the "Day-Ahead Availability Notice") to Buyer via Buyer's internet website for each day no later than fourteen (14) hours before the beginning of the "Preschedule Day" (as defined by the WECC) for such day. For Baseload Facilities, Seller or Seller's agent shall also provide a binding day ahead forecast of hourly Delivered Energy under the same constraints and timing as above. The current industry standard Preschedule Day timetable in the WECC is as follows:

(1) Monday - Preschedule Day for Tuesday

(2) Tuesday - Preschedule Day for Wednesday

(3) Wednesday - Preschedule Day for Thursday

(4) Thursday - Preschedule Day for Friday and Saturday

(5) Friday - Preschedule Day for Sunday and Monday

Exceptions to this standard Monday through Friday Preschedule Day timetable are presently set forth by the WECC in order to accommodate holidays, monthly transitions and other events. Exceptions are posted on the WECC website (www.wecc.biz) under the document title, "Preschedule Calendar." Each Day-Ahead Availability Notice shall clearly identify, for each hour, Seller's forecast of all amounts of Available Capacity pursuant to this Agreement. If the Available Capacity changes by at

least one (1) MW (AC) as of a time that is more than fourteen (14) hours prior to the Preschedule Day but prior to the CAISO deadline for Day-Ahead Schedules, then Seller must notify Buyer of such change by telephone and shall send a revised notice to Buyer's internet website. Such Notices shall contain information regarding the beginning date and time of the event resulting in the change in Available Capacity, the expected end date and time of such event, the expected Available Capacity in MW (AC), and any other necessary information.

Day-Ahead Desk
Primary Telephone: (415) 973-1971
Backup Telephone: (415) 973-4500

If Seller fails to provide Buyer with a Day-Ahead Availability Notice as required herein, then, (I) until Seller provides a Day-Ahead Availability Notice, Buyer may rely on the most recent Day-Ahead Forecast of Available Capacity submitted by Seller to Buyer and Seller and (II) Seller may be subject to penalties and charges as provided in this Agreement.

4. Hourly Forecast of Available Capacity. During the Delivery Term, Seller shall notify Buyer of any changes in Available Capacity of one (1) MW (AC) or more, whether due to Forced Outage, Force Majeure or other cause, as soon as reasonably possible, but no later than one (1) hour before Buyer is required to submit Hour-Ahead schedules to the CAISO. Available Capacity changes after one (1) hour before the CAISO deadline for Hour-Ahead Schedules, but before the CAISO Hour-Ahead deadline, shall also be reported by Seller to Buyer as soon as reasonably possible. Such Notices shall contain information regarding the beginning date and time of the event resulting in the change in Available Capacity, the expected end date and time of such event, the expected Available Capacity in MW (AC), and any other information required by the CAISO or reasonably requested by Buyer. With respect to any Forced Outage, Seller shall use commercially reasonable efforts to notify Buyer of such outage within ten (10) minutes of the commencement of the Forced Outage. Seller shall inform Buyer of any developments that will affect either the duration of such outage or the availability of the Project during or after the end of such outage. These notices and changes to Available Capacity shall be communicated by telephone to Buyer's Hour-Ahead Trading Desk and shall be sent to Buyer's internet website:

Hour-Ahead Desk
Primary Telephone: (415) 973-4500

5. Buyer Provision of Forecasting Services. Seller may request that Buyer perform forecasting services required by this Appendix D if it is reasonably practicable for such forecasting services to be performed by a person or entity other than Seller. Buyer may perform such services directly or retain a third-party to perform such services. Buyer may charge a reasonable fee for any such

services, which, in the case Buyer retains a third-party, may include a reasonable administration fee in addition to the fee any such third-party charges Buyer.

*** *End of Appendix D* ***

Appendix E – Description of the Facility

Seller should complete the information below and attach a description of the Facility, including a summary of its significant components, a drawing showing the general arrangements of the Facility, and a single line diagram illustrating the interconnection of the Facility and loads with Buyer's electric distribution system.

Name of the Facility: _____

Address of the Facility: _____

Description of the Facility, including a summary of its significant components, such as [Photovoltaic Modules, DC Collection System, Current Inverters *[for solar photovoltaic technology]*] [generator system and the thermal system equipment, including heat recovery system, heat exchangers, absorption chillers, boilers, or furnaces *[for cogeneration Facilities]*], *[*total generator Nameplate Capacity (kW), total turbine nameplate power rating, transformers, penstock,*] [Only for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]* meteorological station, solar irradiance instrumentation and any other related electrical equipment:

Drawing showing the general arrangement of the Facility:

A single-line diagram illustrating the interconnection of the Facility with Buyer:

A legal description of the Site, including a Site map:

Longitude and latitude of the centroid of the Site:

Forecast of the Useful Thermal Energy Output (MMBtu/month) *[for cogeneration Facilities]*:

Dedicated Use(s) of the Facility's Useful Thermal Energy Output *[for cogeneration Facilities]*:

**** End of Appendix E ****

Appendix F – Telemetry Requirements

1. Telemetering System.

   Seller shall install a Telemetering System at the Facility. *[Applicable to all Facilities]*

   Notwithstanding the foregoing, Seller shall not be required to install a data processing gateway and, if directed by Buyer, Seller shall participate in Buyer's aggregated Telemetering System ("Aggregated Telemetering System"). In no event shall the Aggregated Telemetering System Installation Costs exceed Twenty Thousand dollars ($20,000.00) (the "Aggregated Telemetering Cost Cap"); provided that if the Aggregated Telemetering System Installation Costs exceed the Aggregated Telemetering Cost Cap then Buyer shall have the right, but not the obligation, in its sole discretion, to agree to pay for such costs in excess of the Aggregated Telemetering Cost Cap. To the extent requested by Buyer, Seller shall provide evidence of the Aggregated Telemetering System Installation Costs satisfactory to Buyer. *[Only applicable if Facility is less than 500 kW]*

   The above-mentioned connections and data transfer must be included in the systems engineering tasks as a part of the construction of the Facility, and must be fully functional before Commercial Operation Date.

2. Additional Data Requirements.

   Seller shall comply with the telemetry parameters set forth in the Meteorological Data Requirements table below and meet the meteorological data requirements pursuant to the CAISO's Business Practice Manual for Direct Telemetry. Prior to Commercial Operation Date, if the Facility uses a technology type identified in the table below, Seller shall demonstrate to Buyer's reasonable satisfaction that Seller has installed equipment capable of complying with the requirements of this Section 2.

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Meteorological Data Requirements			
Technology Type	**Telemetry Parameters**	**Units**	**Accuracy**
Solar Photovoltaic	Back Panel Temperature	˚C	± 1^0
	Global Horizontal Irradiance	W/m²	± 25 W/m²
	Plane of Array Irradiance (If PV is fixed) Direct Normal Irradiance (If PV is Tracking)	W/m²	± 25 W/m²
	Wind Speed	m/s	± 1 m/s
	Peak Wind Speed (Within 1 minute)	m/s	± 1 m/s
	Wind Direction	Degrees	± 5^0
	Ambient Air Temperature	˚C	± 1^0
	Dewpoint Air Temperature	˚C	± 1^0
	Horizontal Visibility	m	--
	Precipitation (Rain Rate)	mm/hr	--
	Precipitation (Running 30 day total)	mm	--
	Barometric Pressure	Hecto Pascals (HPa)	± 60 Pa
Solar Thermal or Solar Trough	Global Horizontal Irradiance	W/m²	± 25 W/m²
	Plane of Array Irradiance (If PV is fixed) Direct Normal Irradiance (If PV is Tracking)	W/m²	± 25 W/m²
	Wind Speed	m/s	± 1 m/s
	Peak Wind Speed (Within 1 minute)	m/s	± 1 m/s
	Wind Direction	Degrees	± 5^0
	Ambient Air Temperature	˚C	± 1^0
	Dewpoint Air Temperature	˚C	± 1^0
	Horizontal Visibility	m	--
	Precipitation (Rain Rate)	mm/hr	--
	Precipitation (Running 30 day total)	mm	--
	Barometric Pressure	Hecto Pascals (HPa)	± 60 Pa
Wind	Wind Speed	m/s	± 1 m/s
	Peak Wind Speed (Within 1 minute)	m/s	± 1 m/s
	Wind Direction	Degrees	± 5^0
	Wind Speed Standard Deviation	--	--

Meteorological Data Requirements			
	Wind Direction Standard Deviation	--	--
	Barometric Pressure	Hecto Pascals (HPa)	± 60 Pa
	Ambient Temperature	˚C	± 1^0

*** End of Appendix F ***

Appendix G – Guaranteed Energy Production Damanges

In accordance with the provisions in Section 12.2, GEP Damages means the liquidated damages payment due by Seller to Buyer, calculated as follows:

[(A-B) X (C-D)]

Where:

A = the Guaranteed Energy Production for the Performance Measurement Period, in MWh

B = Sum of Delivered Energy over the Performance Measurement Period, in MWh

C = Replacement price for the Performance Measurement Period, in $/MWh, reflecting the sum of (a) the simple average of the simple average of the Day Ahead Integrated Forward Market hourly price, as published by the CAISO, for the Existing Zone Generation Trading Hub, in which the Project resides, plus (b) $50/MWh

D = the unweighted Contract Price for the Performance Measurement Period, in $/MWh

The Parties agree that in the above calculation of GEP Damages, the result of "(C-D)" shall not be less than $20/MWh and shall be no greater than seventy five percent (75%) of the Contract Price (in $/MWh).

*** *End of Appendix G* ***

Appendix H – Form of Letter of Credit

Issuing Bank Letterhead and Address

STANDBY LETTER OF CREDIT NO. _____

Date: _____ *[insert issue date]*

Beneficiary: Pacific Gas and Electric Company
77 Beale Street, Mail Code B28L
San Francisco, CA 94105
Attention: Credit Risk Management

Applicant: *[Insert name and address of Applicant]*
_____
_____
_____
_____

Letter of Credit Amount: _ *[insert amount]*

Expiry Date: _____*[insert expiry date]*

Ladies and Gentlemen:

By order of _____ *[insert name of Applicant]* ("Applicant"), we hereby issue in favor of Pacific Gas and Electric Company (the "Beneficiary") our irrevocable standby letter of credit No. _____ ____ *[insert number of letter of credit]* ("Letter of Credit"), for the account of Applicant, for drawings up to but not to exceed the aggregate sum of U.S. $ _____ _____ _*[insert amount in figures followed by (amount in words)]* ("Letter of Credit Amount"). This Letter of Credit is available with _____ _____ *[insert name of issuing bank, and the city and state in which it is located]* by sight payment, at our offices located at the address stated below, effective immediately, and it will expire at our close of business on _____ *[insert expiry date]* (the "Expiry Date").

Funds under this Letter of Credit are available to the Beneficiary against presentation of the following documents (which may be presented by physical delivery or by facsimile, e-mail or other electronic transmission):

1. Beneficiary's signed and dated sight draft in the form of Exhibit A hereto, referencing this Letter of Credit No. _____ *[insert number]* and stating the amount of the demand; and

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2. One of the following statements signed by an authorized representative or officer of Beneficiary:

A. "Pursuant to the terms of that certain Power Purchase Agreement ("PPA"), dated _____, between Beneficiary and _ _____ *[insert name of Seller under the PPA]***,** Beneficiary is entitled to draw under Letter of Credit No. _____ *[insert number]* amounts owed by _____ _____ *[insert name of Seller under the PPA]* under the PPA; or

B. "Letter of Credit No. _____ *[insert number]* will expire in thirty (30) days or less and _____ *[insert name of Seller under the PPA]* has not provided replacement security acceptable to Beneficiary.

Special Conditions:

1. Partial and multiple drawings under this Letter of Credit are allowed;
2. All banking charges associated with this Letter of Credit are for the account of the Applicant;
3. This Letter of Credit is not transferable;
4. A drawing for an amount greater than the Letter of Credit Amount is allowed, however, payment shall not exceed the Letter of Credit Amount; and
5. The Expiry Date of this Letter of Credit shall be automatically extended without amendment for a period of one (1) year and on each successive Expiry Date, unless at least sixty (60) days prior to the current Expiry Date, we send notice in writing to you by registered mail or courier that we elect not to extend this Letter of Credit for such additional period.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation, on or before the Expiry Date (or after the Expiry Date as provided below), at our offices at *[insert issuing bank's address for drawings]*.

All demands for payment shall be made by presentation of copies or original documents, or by facsimile, e-mail, or other electronic transmission of documents to *[insert fax number]*, Attention: *[insert name of issuing bank's receiving department] or [Insert e-mail or other electronic transmission address]*, with originals or copies of documents to follow by overnight mail. If presentation is made by facsimile transmission, you may contact us at *[insert phone number]* to confirm our receipt of the transmission. Your failure to seek such a telephone confirmation does not affect our obligation to honor such a presentation.

Our payments against complying presentations under this Letter of Credit will be made no later than on the sixth (6th) banking day following a complying presentation.

Except as stated herein, this Letter of Credit is not subject to any condition or qualification. It is our individual obligation, which is not contingent upon reimbursement and is not affected by any agreement, document, or instrument between us and the Applicant or between the Beneficiary and the Applicant or any other party.

Except as otherwise specifically stated herein, this Letter of Credit is subject to and governed by the *Uniform Customs and Practice for Documentary Credits, 2007 Revision,* International Chamber of Commerce (ICC) Publication No. 600 (the "UCP 600"); provided that if this Letter of Credit expires during an interruption of our business as described in Article 36 of the UCP 600, we will honor drafts presented in compliance with this Letter of Credit within thirty (30) days after the resumption of our business and effect payment accordingly.

The electronic copy of this Letter of Credit shall be the operative instrument until such time as the original is received. This Letter of Credit can be amended or terminated by facsimile, e-mail or other electronic transmission.

The law of the State of New York shall apply to any matters not covered by the UCP 600.

For telephone assistance regarding this Letter of Credit, please contact us at *[insert number and any other necessary details]*.

Very truly yours,

_____
[insert name of issuing bank]

By: _____
Authorized Signature

Name _____
[print or type name]

Title: _____

Exhibit A SIGHT DRAFT

TO _____
[INSERT NAME AND ADDRESS OF PAYING BANK]

AMOUNT: $_____ DATE: _____

AT SIGHT OF THIS DEMAND PAY TO THE ORDER OF PACIFIC GAS AND ELECTRIC COMPANY THE AMOUNT OF U.S. $_____ U.S. DOLLARS)

DRAWN UNDER_
[INSERT NAME OF ISSUING BANK] LETTER OF CREDIT NO. XXXXXX.

REMIT FUNDS AS FOLLOWS: _____

[INSERT PAYMENT INSTRUCTIONS]

DRAWER: _____

BY: _____

NAME AND TITLE: _____

_____

**** End of Appendix H ****

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Appendix I - Seller's Milestone Schedule

No.	*Date*	*Milestones*
1		Submits interconnection application.
2		Files any land applications.
3		Files construction permit application(s).
4		Files a CEC Pre-Certification application.
5		Files material permit applications.
6		Receives a completed System Impact Study or Phase I Interconnection Study.
7		Obtains control of all lands and rights-of-way comprising the Site.
8		Receives a completed interconnection Facility Study or Phase II Interconnection Study.
9		Executes an interconnection agreement and transmission/distribution service agreement, as applicable.
10		Receives FERC acceptance of interconnection agreement and transmission agreement.
11		Receives construction permit.
12		Receives material permits.
13		Receives CEC Pre-Certification.
14		Receives FERC docket number assigned to Seller's filing of FERC Form 556.
15		Executes an Engineering, Procurement and Construction ("EPC") contract.
16		Procures the _____*[applicable electrical generating equipment]* for the Facility.
17		Completes financing, including construction financing.
18		Begins construction of the Facility.
19		Begins startup activities.
20		Initial Synchronization Date.
21		Demonstrates the Contract Capacity [and the Nameplate Capacity]. ***[the bracketed language only applies to conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]***
22		Commercial Operation Date.
23		Receives CEC Certification.

**** End of Appendix I ****

Appendix J – Notices List

Name: [***Seller's Name***], a [***include place of formation and business type***] ("Seller")

All Notices: ***[Seller to complete]***

Delivery Address:
Street:
City: State: Zip:

Mail Address: (if different from above)

Attn:

Phone:
Email:

Invoices:
Attn:

Phone:
Email:

Scheduling:
Attn:
Phone:
Email:

Payments:
Attn:

Phone:
Email:

Credit and Collections:
Attn:
Phone:

Name: Pacific Gas and Electric Company, a California corporation
("Buyer" or "PG&E")

All Notices:

Delivery Address:
77 Beale Street, Mail Code N12E
San Francisco, CA 94105-1702

Mail Address:
P.O. Box 770000, Mail Code N12E
San Francisco, CA 94177
Attn: Candice Chan
Director, Contract Mgmt & Settlements
Phone: (415) 973-7780
Email: Candice.Chan@pge.com

Invoices:
Attn: Kelly Wong
Senior Manager, Electric Settlements
Phone: (415) 972-5681
Email: Kelly.Wong2@pge.com

Scheduling:
Attn: Day-Ahead Operations
Phone: (415) 973-1971
Email: DAEnergy@pge.com

Payments:
Attn: Kelly Wong
Senior Manager, Electric Settlements
Phone: (415) 972-5681
Email: Kelly.Wong2@pge.com

Credit and Collections:
Attn: Credit Risk Management

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Facsimile: (415) 973-7301
Email: pgeriskcredit@.pge.com

Email:

With additional Notices of an Event of Default to Contract Manager:
Attn:

Phone:
Email:

Contract Manager:

Attn: Ted Yura
Sr. Manager, Contract Management
Phone: (415) 973-8660
Email: Ted.Yura@pge.com

With additional Notices of an Event of Default to:

PG&E Law Department
Attn: Renewables Portfolio Standard attorney
Email: RoutineLaw@pge.com

**** End of Appendix J ****

Appendix K – Form of General Consent to Assignment

CONSENT TO ASSIGNMENT AND AGREEMENT

This Consent to Assignment and Agreement ("CTA") is by and between _____ ("Buyer"), a California corporation, _____ ***[Counterparty]*** ("Assignor"), _____ _____ ***[Enter type of company]*** and _____ ***[Enter Assignee Name]*** ("Assignee'), _____ ***[Enter type of company]***. Buyer, Assignor and Assignee are sometimes referred to herein individually as "Party" and collectively as the "Parties".

Buyer hereby consents to the assignment by Assignor to Assignee of the entirety of the rights, title and interest Assignor may have in and to the agreements described on Exhibit A attached hereto and incorporated herein by this reference the "Assigned Agreement(s)", for the _____ ***[Capacity_kW] [Fuel]*** project named _____ ***[Facility_description]*** (***[Buyer Identification or Log No.] [Buyer_Lognum]***), located at _____ _____ ***[Plant_Street_Address] [Plant_City]***, ***[Plant_State] [Plant_Zip_code]***, as of the date of last signature hereunder (the "Effective Date") under the following terms and conditions:

1. Assignor and Assignee recognize and acknowledge that Buyer makes no representation or warranty, expressed or implied, that Assignor has any right, title, or interest in the Assigned Agreement(s). Assignee is responsible for satisfying itself as to the existence and extent of Assignor's right, title, and interest in the Assigned Agreement(s) and Assignor and Assignee expressly release Buyer from any liability resulting from or related to this CTA, including assignment for security if any, to which Buyer is consenting herein. Assignee and Assignor further release Buyer from any liability for consenting to any future assignments of the Agreement(s) by Assignee or Assignor.

2. Assignor and Assignee hereby agree that they shall be jointly and severally liable to Buyer for each and every duty and obligation in the Assigned Agreement(s) now the sole responsibility of Assignor. To this end, Assignor shall remain liable and responsible for all such duties and obligations and Assignee hereby agrees to assume each and every such duty and obligation, including, but not limited to, satisfying the Collateral Requirements in the Assigned Agreements.

3. Assignor and Assignee hereby agree that they shall hold Buyer harmless from, and be jointly and severally liable to Buyer for, any third-party claims, losses,

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liabilities, damages, costs or expenses (including, without limitation, any direct, indirect or consequential claims, losses, liabilities, damages, costs or expenses, including legal fees) in connection with or arising out of any of the transactions contemplated by the assignment or this CTA.

4. Assignee acknowledges that the assignment of rights to it may be subject to previous assignments, liens or claims executed or arising prior to the Effective Date. Assignee agrees that it takes this assignment subject to any defenses or causes of action Buyer may have against Assignor.

5. Assignee hereby agrees that it will not assign any of the rights, title or interest in, or the duties and obligations under the Assigned Agreement(s) without the prior written consent of Buyer, unless otherwise specifically provided under the Assigned Agreement(s). Assignee further agrees that, in the event of any future assignment, Assignee shall remain jointly and severally liable to Buyer for each and every assigned duty and obligation under said Assigned Agreement(s).

6. Assignor hereby requests that Buyer (i) henceforth make any payments which shall become due under the Assigned Agreement(s) to Assignee and (ii) substitute Assignee for Assignor as the notice addressee under the Assigned Agreement(s). Assignor releases Buyer from all liability for making payment to Assignee, and Assignee releases Buyer from all liability for failure to direct such payments to Assignee rather than Assignor.

7. All notices hereunder shall be in writing and shall be effective when received; for purposes of this CTA, notices shall be deemed received (i) at the close of business on the date of receipt, if delivered by hand, or (ii) at the time and on the date of receipt of a facsimile, or (iii) when signed for by recipient, if sent via registered or certified mail, postage prepaid, or via courier; provided that, such notice was properly addressed to the appropriate address indicated on the signature page hereof or to such other address as a Party may designate by prior written notice to the other Parties.

8. Assignee and Assignor each agree that Buyer shall have (and Buyer hereby expressly reserves) the right to set off or deduct from payments due to Assignor, each and every amount due Buyer from Assignor arising out of or in connection with the Assigned Agreements in accordance with the terms of such Assigned Agreements or in accordance with applicable law. Assignee further agrees that it takes this assignment subject to any defenses or causes of action Buyer may have against Assignor.

9. Assignee and Assignor agree that any change in payment notification will become effective within 30 days receipt of written notice.

10. Other than as explicitly provided herein, this CTA is neither a modification of nor an amendment to the Assigned Agreement(s).

11. The Parties hereto agree that this CTA shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

12. No term, covenant or condition hereof shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the Party claimed to have so waived or excused.

[BUYER]
[Buyer address]

_____

_____

_____

[BUYER],
a California corporation

By: _____

Name: _____

Title: _____

Dated: _____

Assignee:
[Enter Assignee Address]

_____

_____

_____

Attn: ***[Enter title]***_____

[Enter Assignee company name],
[Enter type of company]

By: _____

Name: _____

Title: _____

Dated: _____

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APPENDIX K – FORM OF GENERAL CONSENT TO ASSIGNMENT

Assignor:

[Mailing_Street_Address]
[Mailing_City], [Mailing_State]
[Mailing_Zip_code]

_____

_____

_____

Attn: ***[Enter title]*** _____

[Counterparty],**[*Enter type of company]***

By: _____

Name: _____

Title: _____

Dated: _____

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Exhibit A
Description of Assigned Agreement(s)

1. **(List all relevant agreements between Buyer and Counterparty)**

*** *End of Appendix K* ***

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Appendix L – Form of Financing Consent to Assignment

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT ("Consent and Agreement") is entered into as of [_____ __, 2___], between Pacific Gas and Electric Company ("Buyer"), and [_____], as collateral agent (in such capacity, "Financing Provider"), for the benefit of various financial institutions (collectively, the "Secured Parties") providing financing to [_____] ("Seller"). Buyer, Seller, and the Financing Provider shall each individually be referred to a "Party" and collectively as the "Parties."

Recitals

A. Pursuant to that certain Power Purchase Agreement dated as of _____, 2___ (as amended, modified, supplemented or restated from time to time, as including all related agreements, instruments and documents, collectively, the "Assigned Agreement") between Buyer and Seller, Buyer has agreed to purchase energy from Seller.

B. The Secured Parties have provided, or have agreed to provide, to Seller financing (including a financing lease) pursuant to one or more agreements (the "Financing Documents"), and require that Financing Provider be provided certain rights with respect to the "Assigned Agreement" and the "Assigned Agreement Accounts," each as defined below, in connection with such financing.

C. In consideration for the execution and delivery of the Assigned Agreement, Buyer has agreed to enter into this Consent and Agreement for the benefit of Seller.

Agreement

1. Definitions. Any capitalized term used but not defined herein shall have the meaning specified for such term in the Assigned Agreement.

2. Consent. Subject to the terms and conditions below, Buyer consents to and approves the pledge and assignment by Seller to Financing Provider pursuant to the Financing Documents of (a) the Assigned Agreement, and (b) the accounts, revenues and proceeds of the Assigned Agreement (collectively, the "Assigned Agreement Accounts").

3. Limitations on Assignment. Financing Provider acknowledges and confirms that, notwithstanding any provision to the contrary under applicable law or in any Financing Document executed by Seller, Financing Provider shall not assume, sell or otherwise dispose of the Assigned Agreement (whether by foreclosure sale, conveyance in lieu of foreclosure or otherwise) unless, on or before the date of any such assumption, sale or disposition, Financing Provider or any third party, as the case may be, assuming, purchasing or otherwise acquiring the Assigned Agreement (a) cures any and all defaults of Seller under the Assigned Agreement which are capable of being cured and which are not personal to the Seller, (b) executes and delivers to Buyer a written assumption of all of Seller's rights and obligations under the Assigned Agreement in form and substance reasonably satisfactory to Buyer, (c) otherwise satisfies and complies with all requirements of the Assigned Agreement, (d) provides such tax and enforceability assurance as Buyer may reasonably request, and (e) is a Permitted Transferee (as defined below). Financing Provider further acknowledges that the assignment of the Assigned Agreement and the Assigned Agreement Accounts is for security purposes only and that Financing Provider has no rights under the Assigned Agreement or the Assigned Agreement Accounts to enforce the provisions of the Assigned Agreement or the Assigned Agreement Accounts unless and until an event of default has occurred and is continuing under the Financing Documents between Seller and Financing Provider (a "Financing Default"), in which case Financing Provider shall be entitled to all of the rights and benefits and subject to all of the obligations which Seller then has or may have under the Assigned Agreement to the same extent and in the same manner as if Financing Provider were an original party to the Assigned Agreement.

"Permitted Transferee" means any person or entity who is reasonably acceptable to Buyer. Financing Provider may from time to time, following the occurrence of a Financing Default, notify Buyer in writing of the identity of a proposed transferee of the Assigned Agreement, which proposed transferee may include Financing Provider, in connection with the enforcement of Financing Provider's rights under the Financing Documents, and Buyer shall, within thirty (30) business days of its receipt of such written notice, confirm to Financing Provider whether or not such proposed transferee is a "Permitted Transferee" (together with a written statement of the reason(s) for any negative determination) it being understood that if Buyer shall fail to so respond within such thirty (30) business day period such proposed transferee shall be deemed to be a "Permitted Transferee".

4. Cure Rights.

(a) Notice to Financing Provider by Buyer. Buyer shall, concurrently with the delivery of any notice of an event of default under the Assigned Agreement (each, an "Event of Default") to Seller (a "Default Notice"), provide a copy of such Default Notice to Financing Provider pursuant to Section 9(a) of this Consent and Agreement. In addition, Seller shall provide a copy of the Default Notice to Financing Provider the next

business day after receipt from Buyer, independent of any agreement of Buyer to deliver such Default Notice.

(b) Cure Period Available to Financing Provider Prior to Any Termination by Buyer. Upon the occurrence of an Event of Default, subject to (i) the expiration of the relevant cure periods provided to Seller under the Assigned Agreement, and (ii) Section 4(a) above, Buyer shall not terminate the Assigned Agreement unless it or Seller provides Financing Provider with notice of the Event of Default and affords Financing Provider an Additional Cure Period (as defined below) to cure such Event of Default. For purposes of this Agreement "Additional Cure Period" means (i) with respect to a monetary default, ten (10) days in addition to the cure period (if any) provided to Seller in the Assigned Agreement, and (ii) with respect to a non-monetary default, thirty (30) days in addition to the cure period (if any) provided to Seller in the Assigned Agreement.

(c) Failure by Buyer to Deliver Default Notice. If neither Buyer nor Seller delivers a Default Notice to Financing Provider as provided in Section 4(a), the Financing Provider's applicable cure period shall begin on the date on which notice of an Event of Default is delivered to Financing Provider by either Buyer or Seller. Except for a delay in the commencement of the cure period for Financing Provider and a delay in Buyer's ability to terminate the Assigned Agreement (in each case only if both Buyer and Seller fail to deliver notice of an Event of Default to Financing Provider), failure of Buyer to deliver any Default Notice shall not waive Buyer's right to take any action under the Assigned Agreement and will not subject Buyer to any damages or liability for failure to provide such notice.

(d) Extension for Foreclosure Proceedings. If possession of the Project (as defined in the Assigned Agreement) is necessary for Financing Provider to cure an Event of Default and Financing Provider commences foreclosure proceedings against Seller within thirty (30) days of receiving notice of an Event of Default from Buyer or Seller, whichever is received first, Financing Provider shall be allowed a reasonable additional period to complete such foreclosure proceedings, such period not to exceed ninety (90) days; provided, however, that Financing Provider shall provide a written notice to Buyer that it intends to commence foreclosure proceedings with respect to Seller within ten (10) business days of receiving a notice of such Event of Default from Buyer or Seller, whichever is received first. In the event Financing Provider succeeds to Seller's interest in the Project as a result of foreclosure proceedings, the Financing Provider or a purchaser or grantee pursuant to such foreclosure shall be subject to the requirements of Section 3 of this Consent and Agreement.

5. Setoffs and Deductions. Each of Seller and Financing Provider agrees that Buyer shall have the right to set off or deduct from payments due to Seller each and every amount due Buyer from Seller whether or not arising out of or in connection with the Assigned Agreement. Financing Provider further agrees that it takes the assignment for security purposes of the Assigned Agreement and the Assigned

Agreement Accounts subject to any defenses or causes of action Buyer may have against Seller.

6. No Representation or Warranty. Seller and Financing Provider each recognizes and acknowledges that Buyer makes no representation or warranty, express or implied, that Seller has any right, title, or interest in the Assigned Agreement or as to the priority of the assignment for security purposes of the Assigned Agreement or the Assigned Agreement Accounts. Financing Provider is responsible for satisfying itself as to the existence and extent of Seller's right, title, and interest in the Assigned Agreement, and Financing Provider releases Buyer from any liability resulting from the assignment for security purposes of the Assigned Agreement and the Assigned Agreement Accounts.

7. Amendment to Assigned Agreement. Financing Provider acknowledges and agrees that Buyer may agree with Seller to modify or amend the Assigned Agreement, and that Buyer is not obligated to notify Financing Provider of any such amendment or modification to the Assigned Agreement. Financing Provider hereby releases Buyer from all liability arising out of or in connection with the making of any amendment or modification to the Assigned Agreement.

8. Payments under Assigned Agreement. Buyer shall make all payments due to Seller under the Assigned Agreement from and after the date hereof to [_____], as depositary agent, to ABA No. [_____], Account No. [_____], and Seller hereby irrevocably consents to any and all such payments being made in such manner. Each of Seller, Buyer and Financing Provider agrees that each such payment by Buyer to such depositary agent of amounts due to Seller from Buyer under the Assigned Agreement shall satisfy Buyer's corresponding payment obligation under the Assigned Agreement.

9. Miscellaneous.

(a) Notices. All notices hereunder shall be in writing and shall be deemed received (i) at the close of business of the date of receipt, if delivered by hand or by facsimile or other electronic means, or (ii) when signed for by recipient, if sent registered or certified mail, postage prepaid, provided such notice was properly addressed to the appropriate address indicated on the signature page hereof or to such other address as a party may designate by prior written notice to the other parties, at the address set forth below:

If to Financing Provider:	
Name:	
Address:	
Attn:	
Telephone:	
Facsimile:	
Email:	

If to Buyer:	
Name:	
Address:	
Attn:	
Telephone:	
Facsimile:	
Email:	

(b) No Assignment. This Consent and Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Buyer, and shall be binding on and inure to the benefit of the Financing Provider, the Secured Parties and their respective successors and permitted transferees and assigns under the loan agreement and/or security agreement.

(c) No Modification. This Consent and Agreement is neither a modification of nor an amendment to the Assigned Agreement.

(d) Choice of Law. The parties hereto agree that this Consent and Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

(e) No Waiver. No term, covenant or condition hereof shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the party claimed to have so waived or excused.

(f) Counterparts. This Consent and Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

(g) No Third Party Beneficiaries. There are no third party beneficiaries to this Consent and Agreement.

(h) Severability. The invalidity or unenforceability of any provision of this Consent and Agreement shall not affect the validity or enforceability of any other provision of this Consent and Agreement, which shall remain in full force and effect.

(i) Amendments. This Consent and Agreement may be modified, amended, or rescinded only by writing expressly referring to this Consent and Agreement and signed by all parties hereto.

IN WITNESS WHEREOF, each of Buyer and Financing Provider has duly executed this Consent and Agreement as of the date first written above.

PACIFIC GAS AND ELECTRIC COMPANY

(Buyer)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Financing Provider), as collateral agent

(Signature)

(Type/Print Name)

(Title)

(Date)

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ACKNOWLEDGEMENT

The undersigned hereby acknowledges the Consent and Agreement set forth above, makes the agreements set forth therein as applicable to Seller, including the obligation of Seller to provide a copy of any Default Notice it receives from Buyer to Financing Provider the next business day after receipt by Seller, and confirms that the Financing Provider identified above and the Secured Parties have provided or are providing financing to the undersigned.

_____
(Name of Seller)

_____
(Signature)

_____
(Type/Print Name)

_____
(Title)

_____
(Date)

**** End of Appendix L ****

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[The following Appendix M applies to all Facilities except for Facilities that are eligible pursuant to Assembly Bill No. 1979]

Appendix M - Procedure for Demonstration of Contract Capacity

1. Seller's Notice of Demonstration Date.

   Seller shall provide at least thirty (30) days prior Notice to Buyer of the date selected by Seller ("Demonstration Date") during which Seller intends to demonstrate the Contract Capacity. Upon Buyer's request, Seller shall make reasonable efforts to reschedule the Demonstration Date.
   [for solar photovoltaic and wind technologies]

   Seller's Notice of Demonstration Hour.

   Seller shall provide Notice to Buyer of the date and hour selected by Seller during which Seller claims it has demonstrated the applicable Contract Capacity ("Demonstration Hour").
   [for technologies other than solar photovoltaic and wind]

2. Demonstration of Contract Capacity.

   Subject to Section 4 of this Appendix M, Buyer shall complete a Site visit on the Demonstration Date to verify that the Facility was developed in accordance with the Facility and Site description set forth in Appendix E and to determine the Demonstrated Contract Capacity [and Installed DC Rating *[solar photovoltaic technology]*].
   [for solar photovoltaic and wind technologies]

   Demonstration of Contract Capacity.

   (a) Unless Buyer provides timely Notice to Seller that additional days are required to substantiate data, Buyer shall, within thirty (30) days after Seller's Notice of the Demonstration Hour, retrieve interval data downloaded from the meter specified in Section 6.2.1 or Check Meter, as applicable, for the twelve (12) hour periods before and after the Demonstration Hour; and

   (b) Buyer may, at its sole discretion, complete a Site visit within thirty (30) days after Buyer's receipt of Seller's Notice of the Demonstration Hour to verify that the Facility was developed in accordance with the Facility and Site description set forth in Appendix E. *[for technologies other than solar photovoltaic and wind]*

3. Demonstrated Contract Capacity.

Unless Buyer provides timely Notice to Seller that additional days are required to substantiate data, Buyer shall within ten (10) Business Days after Buyer's Site visit pursuant to Section 2 of this Appendix M provide Notice to Seller of the amount of the Demonstrated Contract Capacity.

4. Buyer's Election of Demonstration Method.

Notwithstanding the foregoing, Buyer may, in its sole discretion, (a) require that Seller, at its own cost, provide a certified statement from a Licensed Professional Engineer verifying that the Facility was developed in accordance with the Facility and Site description set forth in Appendix E and setting forth the Demonstrated Contract Capacity determined in accordance with this Appendix M as of the date of the certification (an "Engineer Report") or (b) waive the requirement to demonstrate the Contract Capacity.

In the event that the Buyer waives demonstration of the Contract Capacity, the Demonstrated Contract Capacity will be deemed to be equal to the Contract Capacity specified in Section 3.1 of the Agreement.

*** *End of Appendix M* ***

[The following Appendix M applies ONLY for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]

Appendix M - Procedure for Demonstration of Contract Capacity and Nameplate Capacity

1. Seller's Notice of Demonstration Hour and Demonstration Date.

Seller shall provide Notice to Buyer of the date and hour selected by Seller during which Seller claims it has demonstrated the applicable Contract Capacity ("Demonstration Hour"). Seller shall provide at least thirty (30) days prior Notice to Buyer of the date selected by Seller ("Demonstration Date") during which Seller intends to demonstrate the Nameplate Capacity. Upon Buyer's request, Seller shall make reasonable efforts to reschedule the Demonstration Date.

2. Demonstration of Contract Capacity and Demonstration of Nameplate Capacity.

(a) Unless Buyer provides timely Notice to Seller that additional days are required to substantiate data, Buyer shall, within thirty (30) days after Seller's Notice of the Demonstration Hour, retrieve interval data downloaded from the meter specified in Section 6.2.1 or Check Meter, as applicable, for the twelve (12) hour periods before and after the Demonstration Hour; and

(b) Subject to Section 4 of this Appendix M, Buyer may complete a Site visit on the Demonstration Date to verify that the Facility was developed in accordance with the Facility and Site description set forth in Appendix E and to determine the Demonstrated Nameplate Capacity.

3. Demonstrated Contract Capacity and Demonstrated Nameplate Capacity.

Unless Buyer provides timely Notice to Seller that additional days are required to substantiate data, Buyer shall within ten (10) Business Days after Buyer's Site visit pursuant to Section 2 of this Appendix M provide Notice to Seller of the amount of the Demonstrated Contract Capacity and the amount of Demonstrated Nameplate Capacity.

4. Buyer's Election of Demonstration Method.

Notwithstanding the foregoing, Buyer may, in its sole discretion, (a) require that Seller, at its own cost, provide a certified statement from a Licensed Professional Engineer verifying that the Facility was developed in accordance with the Facility and Site description set forth in Appendix E and setting forth the Demonstrated Contract Capacity and the Demonstrated Nameplate Capacity determined in accordance with this Appendix M as of the date of the certification (an "Engineer

Report") or (b) waive the requirement to demonstrate the Contract Capacity or the requirement to demonstrate the Nameplate Capacity.

In the event that the Buyer waives demonstration of the Contract Capacity, the Demonstrated Contract Capacity will be deemed to be equal to the Contract Capacity specified in Section 3.1 of the Agreement.

In the event that the Buyer waives demonstration of the Nameplate Capacity, the Demonstrated Nameplate Capacity will be deemed to be equal to the Nameplate Capacity specified in Section 3.1 of the Agreement.

**** End of Appendix M ****

Appendix N-1 - QF Efficiency Monitoring Program – Cogeneration Data Reporting Form

[PrevYear]

I. Name and Address of Project
Name: _____
Street: _____
City: _____ State: _____ Zip Code: _____

ID No.: _____ Generation Nameplate (KW): _____

II. In Operation: ☐ Yes ☐ No

III. Can your facility dump your thermal output directly to the environment? ☐ Yes ☐ No

IV. Ownership

	Name	Address	Ownership (%)	Utility
1				Y N
2				Y N
3				Y N
4				Y N
5				Y N

V. [PrevYear] Monthly Operating Data

- Indicate the unit of measure used for your Useful Thermal Energy Output if other than mBTUs:

BTUs _____ Therms _____ mmBTUs _____

If Energy Input is natural gas, use the Lower Heating Value (LHV) as supplied by Gas Supplier.

	Useful Power Output (1) (kWh)	Energy Input (Therms)	Useful Thermal Energy Output (mBtu)
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Yearly Total			

(1) Useful Power Output is the electric or mechanical energy made available for use from the facility.

**** End of Appendix N-1 ****

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Appendix N-2 - Fuel Use Standards – Small Power Producer Data Reporting Form

[PrevYear]; ID No. _____

I. **Name and Address of Facility ("Project")**

Name: _____
Street: _____
City: _____ State: _____ Zip Code: ____

Generation Nameplate (KW): _____

II. **Primary Energy:** ☐ **Biomass** ☐ **Waste** ☐ **Solar** ☐ **Other:** _____

III. **Ownership**

	Name	Address	Ownership (%)	Utility
1				Y N
2				Y N
3				Y N
4				Y N
5				Y N

IV. **[PrevYear] Monthly Operating Data**

	Useful Power Output (1) (kWh)	Primary Energy Source (2) (mBTU)	Supplementary Energy Source (3) (mBTU)	Total Energy Input (4) (mBTU)
Jan				
Feb				
Mar				
Apr				
May				
Jun				
Jul				
Aug				
Sep				
Oct				
Nov				
Dec				
Total				

(1) Useful Power Output is the electric or mechanical energy made available for use from the facility.
(2) The Primary Energy Source must be biomass, waste, renewable resources, or geothermal resources. Use Lower Heating Value (LHV)
(3) The Supplementary Energy Source is the use of fossil fuel. Use Lower Heating Value (LHV)
(4) Please use Total Energy Input to include all energy sources: primary, supplementary, and auxiliary power from outside the facility.

**** End of Appendix N-2 ****

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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): ❑ 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) _____

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.**

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

AGREEMENT AND CUSTOMER AUTHORIZATION
Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Pacific Gas and Electric Company

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)
	(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

Please complete this agreement in its entirety

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):

	Primary	Secondary
❑ A-1 – Small General Service	❑	❑
❑ A-6 – Small General Time-of-Use Service	❑	❑
❑ A-10 – Medium General Demand-Metered Service	❑	❑
❑ A-10 – Medium General Time-of-use Service	❑	❑
❑ B-1 – Small General Service	❑	❑
❑ B-6 – Small General Time-of-Use Service	❑	❑
❑ B-10 – Medium General Time-of-Use Service	❑	❑
❑ Other (_____)	❑	❑

Agricultural Power Service Rate: (Select one rate and rate option):

	A	B	C	D	E	F
❑ AG-1	❑	❑				
❑ AG-R[F] – Split-Week Time-of-Use	❑	❑		❑	❑	
❑ AG-V[F] – Short-Peak Time-of-Use	❑	❑		❑	❑	
❑ AG-4 – Time-of-Use	❑	❑	❑	❑	❑	❑
❑ AG-5 – Time of Use	❑	❑	❑	❑	❑	❑
❑ Other (_____)	❑	❑	❑	❑	❑	❑

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

Please complete this agreement in its entirety

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.

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

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.

(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): ❑ 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 _____

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

AGREEMENT AND CUSTOMER AUTHORIZATION
Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Pacific Gas and Electric Company

❑ **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

Generator System Sizing

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)*

*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 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
[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.

[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

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.

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 https://www.energy.ca.gov/programs-andtopics/topics/renewable-energy/solarequipment-lists.)

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:

(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.

_____
(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 79-1151B Sheet 1

APPLICATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Please Refer to Attached Sample Form

APPLICATION
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.
- For a non-exporting Generating Facility, RES-BCT facility, or NEM Generating technologies other than 30 kW or less solar or wind, Customers must submit the online Form 79-974 available at www.pge.com/gen.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

_____ Electric Service Agreement ID* _____ Meter Number*

Is there an electric vehicle charging on site at the above service address? ❑ Yes ❑ No

If yes, please indicate how many electric vehicles _____

B. Interconnection Application Type (check one)**:**

❑ New NEM Generating Facility interconnection at an existing PG&E service.

❑ Modify existing PG&E approved Generating Facility interconnection (adding/removing/replacing equipment).

- Must provide a Custom Single-Line Drawing (SLD) showing the original system and the modified system.

❑ New interconnection in combination with a new service.

- An Application for Service must be completed. Additional fees may be required if a service or line extension is required in accordance with PG&E Electric Rules 15 and 16. Please contact PG&E at 1-800-PGE-5000.
- If this account will be established in a new subdivision, attach a list of lots/addresses and provide the following:

_____ Developer Name _____ Development Name

C. System Owner (check one):

❑ PG&E Customer Owned

If PG&E Customer Owned, please answer the following:

Property Assessed Clean Energy (PACE) Financed? ❑ Yes ❑ No

Indicate the System Cost paid by Customer: $_____

PACE financed by which entity? _____

❑ Third Party Owned

If Third Party Owned, please answer the following:

Claimed Federal Investment Tax Credit (ITC) Cost Basis: $_____

Name of Developer at the time of sale: _____

Contract Type: ❑ PPA ❑ Lease ❑ Pre-Paid Lease ❑ Other _____

D. Rebate Information:

Did you participate in a California rebate program? ❑ Yes ❑ No

Please indicate the rebate program that you participated in: _____

Rebate Amount: $_____

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

APPLICATION
Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part I – Generating Facility Information and Responsible Parties – Continued

E. Contractor Information (List who is installing the system): ❒ Check this box if self-installed

Company Name _____ California Contractors State License Number _____

Company Address _____ Phone Number _____

Email _____

F. Preparer of this Application (if not the PG&E Customer, the Preparer must be authorized to act on behalf of the Customer on the Interconnection Agreement and Customer Authorization Form 79-1151A):

Company Name _____ Preparer Name _____ Date Prepared _____

G. Customer Impacted by a Natural or Man-Made Disaster
Customers who were taking service on the NEM tariff prior to the total or partial destruction of their system have the option to resume service on the same NEM tariff if a request for reapplication is received within two years from the date of destruction. To be eligible for this provision, all the following must be true:

1. You are the same PG&E customer of record pre-system destruction
2. You are now reapplying with a system that is sized to your most recent 12 months usage, or estimated usage that is determined by building size[1] (if applicable)
3. You are not operating the new (either completely new or partially new) system without written permission from PG&E
4. Your NEM Transition Period has not expired at the time of reapplication (see NEM Tariff)

Based on the above, select the appropriate box (check one):

❑ I am a Customer who was impacted by a Natural or Man-Made Disaster as described in the NEM Tariffs and the above statements are true. I will submit my application online at https://www.egi-pge.com/ and will include the complete system currently onsite on the single line diagram. If my previous system was destroyed, I will also state this on the single line diagram.

❑ I am either ineligible for this provision or this provision does not apply to my application. In either case, I will submit my application online at https://www.egi-pge.com/ .

Part II – Description of the Generating Facilities

A. Variances from Distribution Interconnection Handbook (DIH) and Greenbook Requirements (check one):
Generating Facilities must meet the DIH and Greenbook requirements, available at www.pge.com/dih and www.pge.com/greenbook. A Variance Request must be submitted with the application for deviations, i.e. line-side tap, AC Disconnect > 10 ft from PG&E meter. (See Part III Section B for information on submitting Variance Request)

❑ The project meets the DIH and Greenbook Requirements and does not require a Variance Request.
❑ The project deviates from the DIH and Greenbook Requirements and I will include a Variance Request.

[1] Building Size Calculation: Sq Ft X 3.23. Note: 2 watts/sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32

APPLICATION
Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Note: Customers with Non-certified inverters or whose aggregate Generating Facility capacity exceeds 15% of the peak load on the distribution line section (or do not meet other Initial Review screens as described in Electric Rule 21) require a Supplemental Review which may result in further study, additional equipment, and/or other requirements. Customers will be notified if a Supplemental Review is required.

Part II – Description of the Generating Facilities – Continued

B. Photovoltaic (PV) Generating Facility Information

To avoid application processing delays, the manufacturer and model numbers provided should be the same as they appear on the Go Solar California website: http://www.gosolarcalifornia.ca.gov/links/equipment_links.php .

B.1 Mounting Method: ❑ Rooftop ❑ Ground ❑ Mixed

B.2 Tracking Type: ❑ Fixed ❑ Single-Axis ❑ Dual-Axis ❑ Mixed

If fixed, please indicate:

Tilt: _____ degrees Azimuth: _____ degrees

B.3 Are Performance Monitoring and Reporting Services (PMRS) being utilized? ❑ Yes ❑ No

Who is receiving the data (check all that apply): ❑ Customer

❑ Third Party (list name) _____

B.4 Photovoltaic Generator 1:

Inverter Manufacturer	Model Number	Nameplate Rating kW/unit	CEC[B] Rating kW/unit	Output Voltage	1 or 3 Phase	Qty
PV Panel Manufacturer	**Model Number**	**Nameplate Rating kW/unit**	**PTC[C] Rating kW/unit**	**Total Nameplate Capacity kW**		**Qty**

B.4 Photovoltaic Generator 2:

Inverter Manufacturer	Model Number	Nameplate Rating kW/unit	CEC Rating kW/unit	Output Voltage	1 or 3 Phase	Qty
PV Panel Manufacturer	**Model Number**	**Nameplate Rating kW/unit**	**PTC Rating kW/unit**	**Total Nameplate Capacity kW**		**Qty**

[A] California Energy Commission (CEC) ratings are available at www.consumerenergycenter.org
[C] PTC: PVUSA Test Conditions. PTC ratings are available at www.consumerenergycenter.org

APPLICATION
Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

C. Wind Turbine Generating Facility Information

❒ Check this box if the inverter is incorporated in the wind turbine. Then complete the Wind Turbine information below and identify the following: Output Voltage: _____(volts); Phase Type: ❒ 1 ❒ 3

Part II – Description of the Generating Facilities – Continued

Inverter Manufacturer	Model Number	Nameplate Rating kW/unit	CEC Rating kW/unit	Output Voltage	1 or 3 Phase	Qty

Wind Turbine Manufacturer	Model Number	Nameplate Rating kW/unit	CEC Rating kW/unit	Total Nameplate Capacity kW	Qty

D. AC Disconnect Switch

❒ Check this box if no A/C Disconnect Switch is applicable. See Part III, Section C for requirements.

AC Disconnect Manufacturer	Model Number	Rating (amps)	Qty

If applicable, is/are the AC Disconnect(s) less than 10 ft. of the PG&E electric meter? ❒ Yes ❒ No

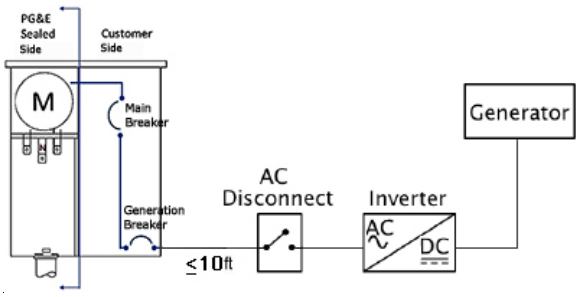
Note: PG&E's Electric and Gas Service Requirements, also known as the "Greenbook" requires the AC Disconnect Switch to be located 10 feet or less from PG&E's electric revenue meter at the point of common coupling or interconnection and easily seen from the panel. If the AC Disconnect Switch is greater than 10 feet or there is more than one AC Disconnect, a variance request must be submitted as outlined in Part II, Section A.

E. Basic Single-Line Diagram (SLD) for Solar Projects (check one):

❑ I certify that the SLD below and the PV equipment information in Part II accurately represent the Customer's service, the Generating Facility (there are no other Generator Facility(ies) connected to the service, and the project does not require a Variance Request.

Utility Service: (if using the SLD to the right)

Panel Voltage (volts)	Main Breaker (amps)	PV Breaker Size (amps)



❑ I will submit a custom SLD for one or more of the following reasons: there is/are existing Generating Facility(ies) connected to the service, I am modifying an existing Generating Facility, the Basic SLD does not accurately reflect the project, or I am submitting a Variance Request.
(See Part III Section D for Custom SLD details.)

F. Service Panel Short Circuit Interrupting Rating (SCIR) (for total inverter nameplate ratings larger than 11 kW):

SCIR of the service panel connected to this Generating Facility:_____ watts

APPLICATION
Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part III – Interconnection Guidelines and Document Information

Note: Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEM customers. Please contact Electric Generation Interconnection department at 415-972-5676 or email gen@pge.com if the proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland where the zip code is 94607 or 94612.

A. Documents

In addition to this NEM Interconnection Application, the documents listed below are needed to ensure safe and reliable operation of PG&E's Distribution System and to confirm that Customer's interconnection has been performed in accordance with PG&E's tariffs. Additional forms are available on PG&E's website at www.pge.com/standardnem.

Required Documents

- Net Energy Metering (NEM) Interconnection Agreement for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less and Customer Authorization Form 79-1151A.
- Copy of the final, signed, jurisdiction approval (building permit) for Customer's Generating Facility.

Additional Documents (if applicable)

- Variance Request (if project deviates from requirements in Part II Section A).
- Custom Single-Line Diagram (SLD) (if project does not meet Part II Section E basic SLD requirements).

Documents and requirements other than those listed above and/or fees *may* be required depending on the specifics of the planned Generating Facility.

B. Variance Request (if applicable)

The Customer or the Customer's Contractor can request a Variance Request review from PG&E if the project is unable to meet the requirements described in the Distribution Interconnection Handbook and Greenbook, available at www.pge.com/dih and www.pge.com/greenbook. The Variance Request must be submitted with the Interconnection Application and include the following.

1. Description of the proposal for which the Customer is requesting approval.
2. Customer name and project address.
3. Copy of the Custom Single Line Diagram or electrical drawings (Include the equipment, location, and/or distances for the proposed work).
4. Color photos of the Customer's area or section for the proposed work.
5. Manufacturer specification drawings for unapproved equipment that the Customer is requesting an approval.

C. AC Disconnect Switch Guidelines

PG&E recommends that customers 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.). The AC Disconnect Switch provides the additional benefit of allowing PG&E to isolate the Customer's generator from the utility's Distribution System without having to interrupt service to the customer's facility or residence.

Customers **are not required** to include an AC Disconnect Switch when the facility has a single-phase self-contained electric revenue meter (i.e. 0-320 amp panel). However, if the Customer does not install an AC Disconnect Switch, 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.

An AC Disconnect Switch **is required** for a Customer with:

- Inverter-based interconnections having a three-phase self-contained meter or a transformer-rated meter (i.e. all meter panels or switchboards employing the use of potential and current transformers).
- Non-inverter based generators, including rotating or machine-based generators - irrespective of whether the service meter configuration is transformer-rated or self-contained.

- Inverter and non-inverter based generators that do not have overcurrent protection at the point of interconnection.

Part III – Interconnection Guidelines and Document Information – Continued

D. Custom Single-line Diagram (SLD) (if applicable)
The Custom SLD must include the information below for identified equipment.

1. Manufacturer, model number, nameplate rating, quantity:
   a) Inverter(s), PV or wind turbine generators, AC Disconnect Switch, generation output meter and instrument transformers.
2. Electrical rating and operating voltages:
   a) Service panel, circuit breaker, and other Generating Facility protective devices
3. Location of:
   a) Customer's loads relative to the Generating Facility, and the interconnection with PG&E's Distribution System.
   b) AC Disconnect Switch.
4. Description of how the power output from the inverter is connected to the main service panel via a branch breaker. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is based on the total nameplate rating of the inverter.

E. Governing Authority. This form 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.

Please submit the Agreement and Customer Authorization and Application online at www.pge.com/standardnem.

Electric Sample Form No. 79-1151B-02 Sheet 1

Application - Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Please Refer to Attached Sample Form

APPLICATION
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.
- For a non-exporting Generating Facility, RES-BCT facility, or NEM2 Generating technologies other than 30 kW or less solar or wind, Customers must submit the online Form 79-1174-02 available at www.pge.com/gen.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

_____ Electric Service Agreement ID* _____ Meter Number*

B. Interconnection Application Type (check one)**:**

❑ New NEM2 Generating Facility interconnection at an existing PG&E service.

❑ Modify existing PG&E approved Generating Facility interconnection (adding/removing/replacing equipment).

- Must provide a Custom Single-Line Drawing (SLD) showing the original system and the modified system.

C. System Owner (check one):

❑ PG&E Customer Owned

If PG&E Customer Owned, please answer the following:

Property Assessed Clean Energy (PACE) Financed? ❒ Yes ❒ No

PACE financed by which entity? _____

Indicate the System Cost paid by Customer: $_____

❑ Third Party Owned

If Third Party Owned, please answer the following:

Claimed Federal Investment Tax Credit (ITC) Cost Basis: $_____

Name of Developer at the time of sale: _____

Contract Type: ❑ PPA ❑ Lease ❑ Pre-Paid Lease ❑ Other _____

D. Rebate Information:

Did the Customer participate in a California rebate program? ❑ Yes ❑ No

Please indicate the rebate program that you participated in: _____

Rebate Amount: $_____

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

APPLICATION
Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part I – Generating Facility Information and Responsible Parties – Continued

E. Contractor Information (List who is installing the system): ❒ Check this box if self-installed

Company Name _____ California Contractors State License Number _____

Street Address _____ City _____ State _____ Zip _____

Email _____ Phone Number _____

F. Preparer of this Application (if not the PG&E Customer, the Preparer must be authorized to act on behalf of the Customer on the Interconnection Agreement and Customer Authorization Form 79-1151-02A):

Company Name _____ Preparer Name _____ Date Prepared _____

Part II – Description of the Generating Facilities

A. Variances from Distribution Interconnection Handbook (DIH) and Greenbook Requirements (check one): Generating Facilities must meet the DIH and Greenbook requirements, available at www.pge.com/dih and www.pge.com/greenbook. A Variance Request must be submitted with the application for deviations, i.e. line-side tap, AC Disconnect > 10 ft from PG&E meter. (See Part III Section B for information on submitting Variance Request)

❒ The project meets the DIH and Greenbook Requirements and does not require a Variance Request.

❒ The project deviates from the DIH and Greenbook Requirements and I will include a Variance Request.

B. Photovoltaic (PV) Generating Facility Information

To avoid application processing delays, the manufacturer and model numbers provided should be the same as they appear on the Go Solar California website: http://www.gosolarcalifornia.ca.gov/links/equipment_links.php .

B.1 Mounting Method: ❒ Rooftop ❒ Ground ❒ Mixed

B.2 Tracking Type: ❒ Fixed ❒ Single-Axis ❒ Dual-Axis ❒ Mixed

If fixed, please indicate:

Tilt: _____ degrees Azimuth: _____ degrees

B.3 Are Performance Monitoring and Reporting Services (PMRS) being utilized? ❒ Yes ❒ No

Who is receiving the data (check all that apply): ❒ Customer

❒ Third Party (list name) _____

Part II – Description of the Generating Facilities – Continued

B.4 Photovoltaic Generator 1:

Inverter Manufacturer	Model Number	Nameplate Rating kW/unit	CEC[A] Rating kW/unit	Output Voltage	1 or 3 Phase	Qty
PV Panel Manufacturer	**Model Number**	**Nameplate Rating kW/unit**	**PTC[B] Rating kW/unit**	**Total Nameplate Capacity kW**		**Qty**

B.4 Photovoltaic Generator 2:

Inverter Manufacturer	Model Number	Nameplate Rating kW/unit	CEC Rating kW/unit	Output Voltage	1 or 3 Phase	Qty
PV Panel Manufacturer	**Model Number**	**Nameplate Rating kW/unit**	**PTC Rating kW/unit**	**Total Nameplate Capacity kW**		**Qty**

C. Wind Turbine Generating Facility Information

❒ Check this box if the inverter is incorporated in the wind turbine. Then complete the Wind Turbine information below and identify the following: Output Voltage: _____(volts); Phase Type: ❒ 1 ❒ 3

Inverter Manufacturer	Model Number	Nameplate Rating kW/unit	CEC Rating kW/unit	Output Voltage	1 or 3 Phase	Qty
Wind Turbine Manufacturer	**Model Number**	**Nameplate Rating kW/unit**	**CEC Rating kW/unit**	**Total Nameplate Capacity kW**		**Qty**

D. AC Disconnect Switch

❒ Check this box if no A/C Disconnect Switch is applicable. See Part III, Section C for requirements.

AC Disconnect Manufacturer	Model Number	Rating (amps)	Qty

If applicable, is/are the AC Disconnect(s) within 10 ft. of the PG&E electric meter? ❒ Yes ❒ No

Note: PG&E's Electric and Gas Service Requirements, also known as the "Greenbook" requires the AC Disconnect Switch to be located 10 feet or less from PG&E's electric revenue meter at the point of common coupling or interconnection and easily seen from the panel. If the AC Disconnect Switch is greater than 10 feet or there is more than one AC Disconnect, a variance request must be submitted as outlined in Part II, Section A.

[A] California Energy Commission (CEC) ratings are available at www.consumerenergycenter.org
[B] PTC: PVUSA Test Conditions. PTC ratings are available at www.consumerenergycenter.org

APPLICATION
Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part II – Description of the Generating Facilities – Continued

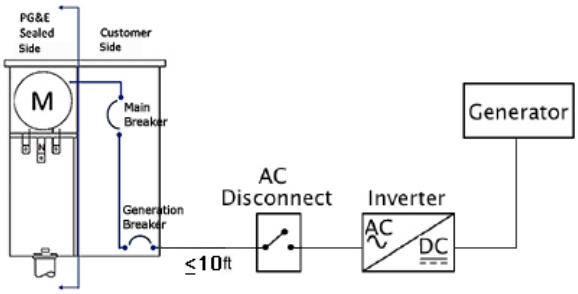
E. Basic Single-Line Diagram (SLD) for Solar Projects (check one):

❑ I certify the following:

1) SLD below and the PV equipment information in Part II accurately represent the Customer's service, 2) the Generating Facility (there are no other Generator Facility(ies) connected to the service, and 3) the project does not require a Variance Request.

Utility Service: (if using the SLD to the right)

Panel Voltage (volts)	Main Breaker (amps)	PV Breaker Size (amps)



❑ I will submit a custom SLD for one or more of the following reasons: there is/are existing Generating Facility(ies) connected to the service, I am modifying an existing Generating Facility, the Basic SLD does not accurately reflect the project, or I am submitting a Variance Request.
(See Part III Section D for Custom SLD details.)

F. Service Panel Short Circuit Interrupting Rating (SCIR) (for total inverter nameplate ratings larger than 11 kW):

SCIR of the service panel connected to this Generating Facility:_____ amps

G. Customer Impacted by a Natural or Man-Made Disaster

Customers who were taking service on the NEM 2 tariff prior to the total or partial destruction of their system have the option to resume service on the same NEM tariff if a request for reapplication is received within two years from the date of destruction. To be eligible for this provision, all the following must be true:

1. You are the same PG&E customer of record pre-system destruction
2. You are now reapplying with a system that is sized to your most recent 12 months usage, or estimated usage that is determined by building size[C] (if applicable)
3. You are not operating the new (either completely new or partially new) system without written permission from PG&E
4. Your NEM Transition Period has not expired at the time of reapplication (see NEM 2 Tariff)

Based on the above, select the appropriate box:

❑ I am a Customer who was impacted by a Natural or Man-Made Disaster as described in the NEM Tariffs and the above statements are true. I will submit my application online at https://www.egi-pge.com/ and will include the complete system currently onsite on the single line diagram. If my previous system was destroyed, I will also state this on the single line diagram.

❑ I am either ineligible for this provision or this provision does not apply to my application. In either case, I will submit my application online at https://www.egi-pge.com/ .

[C]Building Size Calculation: Sq Ft X 3.23. Note: 2 watts/sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32

Part III – Interconnection Guidelines and Document Information

Note: Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEM2 customers. Please contact PG&E's Solar Customer Service Center at 877-743-4112, or email SNEMHelp@pge.com if the proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland where the zip code is 94607 or 94612.

A. Documents

In addition to this NEM2 Interconnection Application, the documents listed below are needed to ensure safe and reliable operation of PG&E's Electric System and to confirm that Customer's interconnection has been performed in accordance with PG&E's tariffs. Additional forms are available on PG&E's website at www.pge.com/standardnem.

Required Documents

- Net Energy Metering (NEM2) Interconnection Agreement for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less and Customer Authorization Form 79-1151-02A.
- Copy of the final, signed, jurisdiction approval (building permit) for Customer's Generating Facility.

Additional Documents (if applicable)

- Variance Request (if project deviates from requirements in Part II Section A).
- Custom Single-Line Diagram (SLD) (if project does not meet Part II Section E basic SLD requirements).

Documents and requirements other than those listed above and/or fees *may* be required depending on the specifics of the planned Generating Facility.

B. Variance Request (if applicable)

The Customer or the Customer's Contractor can request a Variance Request review from PG&E if the project is unable to meet the requirements described in the Distribution Interconnection Handbook and Greenbook, available at www.pge.com/dih and www.pge.com/greenbook. The Variance Request must be submitted with the Interconnection Application and include the following.

1. Description of the proposal for which the Customer is requesting approval.
2. Customer name and project address.
3. Copy of the Custom Single Line Diagram or electrical drawings (Include the equipment, location, and/or distances for the proposed work).
4. Color photos of the Customer's area or section for the proposed work.
5. Manufacturer specification drawings for unapproved equipment that the Customer is requesting an approval.

C. AC Disconnect Switch Guidelines

PG&E recommends that customers 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.). The AC Disconnect Switch provides the additional benefit of allowing PG&E to isolate the Customer's generator from the utility's Electric System without having to interrupt service to the customer's facility or residence.

Customers **are not required** to include an AC Disconnect Switch when the facility has a single-phase self-contained electric revenue meter (i.e. 0-320 amp panel). However, if the Customer does not install an AC Disconnect Switch, 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.

An AC Disconnect Switch **is required** for a Customer with:

- Inverter-based interconnections having a three-phase self-contained meter or a transformer-rated meter (i.e. all meter panels or switchboards employing the use of potential and current transformers).
- Non-inverter based generators, including rotating or machine-based generators - irrespective of whether the service meter configuration is transformer-rated or self-contained.
-

Part III – Interconnection Guidelines and Document Information - Continued

- Inverter and non-inverter based generators that do not have overcurrent protection at the point of interconnection.

D. Custom Single-line Diagram (SLD) (if applicable)
The Custom SLD must include the information below for identified equipment.

1. Manufacturer, model number, nameplate rating, quantity:
   a) Inverter(s), PV or wind turbine generators, AC Disconnect Switch, generation output meter and instrument transformers.
2. Electrical rating and operating voltages:
   a) Service panel, circuit breaker, and other Generating Facility protective devices
3. Location of:
   a) Customer's loads relative to the Generating Facility, and the interconnection with PG&E's Electric System.
   b) AC Disconnect Switch.
4. Description of how the power output from the inverter is connected to the main service panel via a branch breaker. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is based on the total nameplate rating of the inverter.

E. Governing Authority. 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.

Please submit the Agreement and Customer Authorization and Application online at www.pge.com/standardnem.

ELECTRIC SAMPLE FORM 79-1152 Sheet 1
CUSTOMER INFORMATION SERVICE REQUEST FOR DRP (CISR-DRP)

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

CUSTOMER INFORMATION SERVICE REQUEST FOR DRP (CISR-DRP)

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ FIRST
THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY

Pacific Gas and Electric Company's (PG&E's) Electric Rule 27 and its corresponding privacy policies, which can be found at www.pge.com/about/company/privacy/customer, generally do not allow for the disclosure of customers' personal information, such as your name, address, phone number, or electric or gas account and billing information, to third parties unless you expressly authorize us to do so. This form allows you to exercise your right to disclose your personal electricity-related information to up to two third-party Demand Response Providers (DRPs), pursuant to PG&E's Electric Rule 24 (Rule 24), so that you may obtain Demand Response services offered by DRP(s). Rule 24 can be accessed at https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_RULES_24.pdf. This form may be used for authorization to release Bundled, Community Choice Aggregation (CCA), and Direct Access (DA) customer's information. In some cases two different DRPs may work in concert to help a customer obtain Rule 24 Demand Response services. Accordingly, this form allows for disclosure of your information to both a First DRP and an optional Second DRP. Alternatively, each DRP may submit its own CISR-DRP forms with your consent to receive personal information about you. Once you authorize access by the DRP(s) to your personal information, you are responsible for ensuring that the DRP(s) safeguards this information from further disclosure without your consent. Authorization for PG&E to release your information under Rule 24 is separate from commitments you may have or may make with the DRP(s) for their services.

This form grants the First DRP the ability to request that PG&E make limited changes to the PG&E electric meter(s) serving your Service Agreement(s), as specified in Section C below.

I, (Customer),

Customer Name According To PG&E Records					
Contact Name *(if different from above)*	First		Last		
E-Mail				Phone	

(You are required to provide at least your e-mail or phone number.)

do hereby ☐ AUTHORIZE ☐ REVOKE (*check only one*) the following DRP(s):

Name of First DRP		PG&E Rule 24 ID	
E-Mail		Phone	

(Complete the following table only if the customer is authorizing data to be released to one additional DRP)

Name of Second DRP		PG&E Rule 24 ID	
E-Mail		Phone	

Access to the following electric Service Agreements:

STREET ADDRESS	SERVICE CITY	SERVICE AGREEMENT ID

(You can include an additional 15 service agreements by attaching a list to this form.)

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

*Automated Document, Preliminary Statement, Part A
Document Version 3

FOR AUTHORIZATION USE ONLY

A. TIMEFRAME OF AUTHORIZATION (Check only one option below.)

☐ Begin today and continue until _____ (mm/dd/yyyy) or until revoked by Customer or DRP.

☐ Begin today and continue indefinitely or until revoked by Customer or DRP.

In all cases, the Authorization for a Service Agreement will be automatically revoked when the Service Agreement is closed by the Customer.

B. SUMMARY OF INFORMATION AUTHORIZED TO BE RELEASED

I, (Customer), authorize PG&E to disclose to the above DRP(s) for the Service Agreements(s) listed above or attached to this form: 1) customer agreement and account information (e.g., name, service address, rate schedule), 2) access up to 48 months historical and ongoing interval meter data and/or monthly usage data, 3) current PG&E demand response programs in which you are known to participate, and 4) other information identified in Section D of Rule 24.

C. CHANGES YOU AUTHORIZE THE DRP TO MAKE ON YOUR BEHALF

I, (Customer), grant the First DRP permission to request that PG&E shorten the interval length of my electric meter(s), as available by PG&E, for the Service Agreement(s) listed above or attached to this form, when the DRP has successfully enrolled my Service Agreement with the CAISO, if PG&E is the Meter Service Provider.

I, (Customer), grant the above DRP(s) permission to revoke this authorization on my behalf and a revocation submitted by any one party shall revoke this Authorization for all of the other parties to this authorization.

D. CUSTOMER AGREEMENT

I, (Customer), authorize the actions and changes to be made (or undertaken) by PG&E as specified in this authorization. I further understand that my information may be transmitted to the DRP(s) even after the Authorization has ended, limited to updates to the data for the time period during which this Authorization was valid.

I, (Customer), understand and agree that if I am on Peak Day Pricing (PDP), then I will automatically be unenrolled from PDP when my Service Agreement has been successfully setup by the DRP in the CAISO's Demand Response systems. I agree to bear any resulting financial consequences, including without limitation, loss of bill protection, incentive payments, and reimbursements to PG&E of incentives, related to my participation in PDP, other PG&E DR programs, or DR enabling technology.

I, (If not Customer of Record), declare that I am authorized to execute this Authorization manually or electronically on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record.

I understand PG&E reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, and causes of action, damages, or expenses resulting from: (1) any release of information to the DRP pursuant to this Authorization; (2) the unauthorized use of this information by the DRP or any third party; and (3) any actions taken by the DRP pursuant to this Authorization. I understand that I may revoke this Authorization at any time by submitting a newly completed copy of this form with the revoke check box selected. I hereby indicate my consent to execute and submit this authorization electronically.

_____ _____

Authorized Signature of Customer or Agent Date Signed (mm/dd/yyyy)

*Automated Document, Preliminary Statement, Part A

E. FIRST DRP'S AGREEMENT REGARDING CUSTOMER RELEASE AUTHORIZATION

I, (First DRP), hereby agree to comply with this agreement, and to release, hold harmless, and indemnify PG&E from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this Authorization. I hereby indicate my consent to execute and submit this authorization electronically.

Authorized Signature of First DRP | Date Signed (mm/dd/yyyy)

F. SECOND DRP'S AGREEMENT REGARDING CUSTOMER RELEASE AUTHORIZATION

I, (Second DRP), hereby agree to comply with this agreement, and to release, hold harmless, and indemnify PG&E from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this Authorization. I hereby indicate my consent to execute and submit this authorization electronically.

Authorized Signature of Second DRP | Date Signed (mm/dd/yyyy)

G. JURISDICTION OF CPUC

This agreement at all times shall be subject to such modifications and access to information as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction, including, without limitation, revisions to the types of customer information to be released under Rule 24.

FOR REVOCATION USE ONLY

H. CUSTOMER REVOCATION OF AUTHORIZATION

I, (Customer), declare that I am authorized to execute this Revocation manually or electronically on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I hereby revoke the authorization to release information to the DRP listed above. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from: (1) any negligent conduct relating to this revocation; (2) any refusal to release information to the DRP pursuant to this revocation; and (3) any conduct by the DRP in connection with this revocation. I hereby indicate my consent to execute and submit this revocation electronically.

Authorized Signature of Customer or Agent | Date Signed (mm/dd/yyyy)

I. DRP REVOCATION OF AUTHORIZATION/DISENROLLMENT FROM DRP(S) DEMAND RESPONSE SERVICE

I, (DRP), hereby revoke the authorization to release the Customer's information to the above designated DRP. Further, I hereby notify PG&E that the date of the Customer's actual or anticipated disenrollment from my Demand Response services is _____ (mm/dd/yyyy). I hereby release, hold harmless, and indemnify PG&E and its agents from any liability, claims, demands, causes of action, damages, or expenses resulting from: (1) revocation of the authorization to release information to the above designated DRP, (2) any refusal to release information to the DRP pursuant to this revocation, (3) any conduct by the DRP in connection with this revocation, and (4) my failure to timely notify PG&E of the Customer's disenrollment from my Demand Response services. I also hereby indicate my consent to execute and submit this revocation electronically.

Authorized Signature of DRP | Date Signed (mm/dd/yyyy)

*Automated Document, Preliminary Statement, Part A

ELECTRIC SAMPLE FORM 79-1153
NEM LOAD AGGREGATION APPENDIX

Please Refer to Attached Sample Form

NEM LOAD AGGREGATION APPENDIX

(If Applicable)

List of Qualifying Accounts Eligible for Load Aggregation under Special Condition 7 of Schedule NEM and Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

This is an appendix to Form 79-1151A, 79-978, 79-1137 or 79-1069 as applicable. As governed by Schedule NEM Special Condition 7, 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 of Special Condition 7 of PG&E's NEM tariff as outlined in the Customer Declaration below.

In accordance with this appendix:

(i) Pursuant to Schedule NEM Special Condition 7, the electricity generated by the renewable electrical generation facility 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) In accordance with Special Condition 7 of the Rate Schedule NEM, Customer-Generator shall remit service charges of _____ to PG&E for its cost of providing billing service to those meters, 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 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 NEM, 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.

Requesting Second Service for Generator: ☐ Yes ☐ No

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.

Accounts	Customer-Generator Service Agreement ID from your Billing Statement[6]	Account Address as listed on your Billing Statement (Street, City, Zip Code – no P.O. boxes)	Annual kWh Load[7]
Generator Account			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
		Total Annual kWh	
		110% of Total Annual kWh (Standard NEM solar and/or wind <= 30 kW only)	

(Use more sheets as necessary. You do not have to restate the Generator Account on additional sheets.)

Total Annual Kwh Load (from all sheets, if applicable)	
Estimated Annual kWh Production **Solar** = CEC-AC[8] rating X 1,664[9] **Wind** = Total Inverter Nameplate Rating X 2,190[10] **Other Technologies** = Total Inverter Nameplate Rating X 7,008[11]	

(Customer-Generator)_____ Date: _____ Page: __ of __

[6] If this is a new account, enter *NEW*.

[7] For previous twelve months from date of signature. Please also enter the annual kWh for generator account prior to the generator being installed; if none, enter zero.

[8] 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

[9] Estimated Solar Production = 8,760 hrs/yr X 0.19 solar capacity factor = 1,664

[10] Estimated Wind Production = 8,760 hrs/yr X 0.25 wind capacity factor = 2,190

[11] Estimated Other Technologies = 8,760 hrs/yr X 0.80 other technologies capacity factor = 7,008

Customer-Generator Declaration

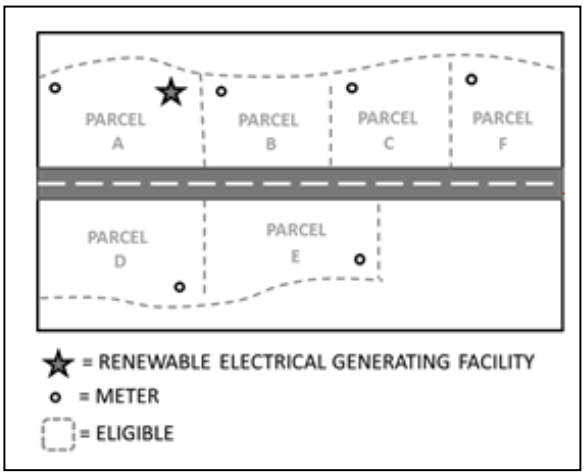
In accordance with Schedule NEM, I, Customer-Generator represent and warrant under penalty of perjury that:

1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and

2) Each of the aggregated account meters associated with this NEM generator account are located either

(i) on the property where the renewable electrical generation facility is located, or

(ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the meters listed in this Appendix ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

5) In the “Variations on Customer-Generator Name” fields on the following table, I have provided all variations of my name. By signing this document I attest that I, Customer-Generator, have sole control of all the parcels establishing contiguity for the Arrangement listed on Page 3 of this Appendix. I understand that “sole control” means that I solely own, lease or rent each parcel or that I have an irrevocable easement that grants me sole use and control of the entire parcel. I understand that other types of easements are not sufficient to establish contiguity for NEMA.

Variations on Customer-Generator Name
1)
2)
3)
4)
5)

(For example, the table above should include all variations of the Customer-Generator's name (e.g., Bill John. Smith, Bill J. Smith, William John Smith, etc.,) as they appear on the parcel documentation. If additional space for the listing of above names is needed, please indicate the number of attached pages: ☐); and

6) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM Special Condition 7 including but not limited to parcel maps and ownership records.

Customer Generator's Name	Signature
Date	Type/Print Name
	Title

Electric Sample Form No. 79-1153-02 Sheet 1
NEM2A Load Aggregation Appendix

Please Refer to Attached
Sample Form

NEM2A LOAD AGGREGATION APPENDIX

(If Applicable)

List of Qualifying Accounts Eligible for Load Aggregation under Special Condition 6 of Schedule NEM2 and Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

This is an appendix to Form 79-1151-02A, 79-978-02, 79-1137-02 or 79-1069-02 as applicable. As governed by Schedule NEM2 Special Condition 6, 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 of Special Condition 6 of PG&E's NEM2 tariff as outlined in the Customer Declaration below.

In accordance with this appendix:

(i) Pursuant to Schedule NEM2 Special Condition 6 the electricity generated by the renewable electrical generation facility 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) In accordance with Special Condition 6 of the Rate Schedule NEM2, Customer-Generator shall remit service charges of _____ to PG&E for its cost of providing billing service to those meters, 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 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 NEM2, 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.

Requesting Second Service for Generator: ☐ Yes ☐ No

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.

Accounts	Customer-Generator Service Agreement ID from your Billing Statement[6]	Account Address as listed on your Billing Statement (Street, City, Zip Code – no P.O. boxes)	Annual kWh Load[7]
Generator Account			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
		Total Annual kWh	
		110% of Total Annual kWh (Standard NEM2 solar and/or wind <= 30 kW only)	

(Use more sheets as necessary. You do not have to restate the Generator Account on additional sheets.)

Total Annual Kwh Load (from all sheets, if applicable)	
Estimated Annual kWh Production **Solar** = CEC-AC[8] rating X 1,664[9] **Wind** = Total Inverter Nameplate Rating X 2,190[10] **Other Technologies** = Total Inverter Nameplate Rating X 7,008[11]	

(Customer-Generator)_____ Date: _____ Page: __ of __

[6] If this is a new account, enter *NEW*.

[7] For previous twelve months from date of signature. Please also enter the annual kWh for generator account prior to the generator being installed; if none, enter zero.

[8] 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

[9] Estimated Solar Production = 8,760 hrs/yr X 0.19 solar capacity factor = 1,664

[10] Estimated Wind Production = 8,760 hrs/yr X 0.25 wind capacity factor = 2,190

[11] Estimated Other Technologies = 8,760 hrs/yr X 0.80 other technologies capacity factor = 7,008

Customer-Generator Declaration

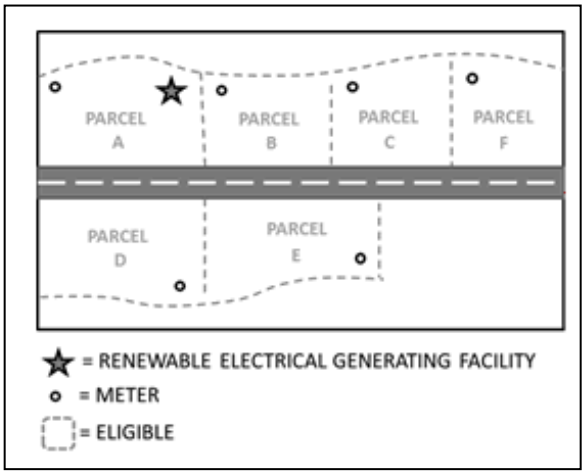
In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and

2) Each of the aggregated account meters associated with this NEM2 generator account are located either:

(i) on the property where the renewable electrical generation facility is located, or

(ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the meters listed in this Appendix ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name	*Signature*
Date	*Type/Print Name*
	Title

ELECTRIC SAMPLE FORM 79-1154
AGREEMENT FOR ECONOMIC DEVELOPMENT
INCENTIVE ON ELECTRIC SERVICE

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE

DISTRIBUTION

- ☐ Customer (Original)
- ☐ Area
- ☐ Service Analysis (Original)
- ☐ Customer Billing
- ☐ _____

REFERENCES

SA #: _____
Premises #: _____
Control #: _____
_____
_____
_____

This agreement is made between _____ _____ a(n)_____ ("Applicant"), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and if applicable, shall be made part of PG&E's Electric Service Agreement, General Service - Time Metered.

RECITALS: The Economic Development Rate (Schedule EDR) was established and is made available to qualified customers in PG&E's service territory, subject to approval by PG&E and the California Governor's Office of Business Investment Services (GO-Biz). Schedule EDR is a five-year rate reduction.

AGREEMENT: Applicant and PG&E agree to the following terms and conditions:

1. QUALIFICATION CRITERIA.
   (*Please mark the appropriate space below)*

a. _____ **Above 150 kW of demand**: Applicant is or will be a customer, eligible for and receiving service under Schedule A-10, E-19, E-20, B-10, B-19 or B-20 or its successor rate schedule. A customer with multiple service accounts within a single aggregation envelope, as defined in PG&E's Schedule EDR, may aggregate load from their Schedule A-1, A-6, A-10, B-1, B-6 and B-10 service accounts for purposes of meeting the minimum 150 kilowatts (kW) threshold required for eligibility under Schedule EDR, subject to the conditions in Schedule EDR. This customer must be a relocatable type of business; retail stores, hospitality services, schools, or government buildings are examples of customers types that cannot practicably relocate out-of-state. Customers receiving Direct Access service or service from a Community Choice Aggregator may also qualify for Schedule EDR.

The electric load subject to this agreement is a maximum billing demand of at least 150 kW of net new load to the state of California or of net retained load in the state of California, which is regularly supplied by PG&E. The minimum 150 kW of net new or retained load must be maintained for at least three consecutive months during the initial 12 months of this agreement. Only new or retained load that will be regularly served by PG&E will be eligible for this rate reduction.

b. _____ **150 kW of demand and below**: Applicant is or will be a Small Business Customer as defined herein, eligible for and receiving service under Schedule A-1, A-6, B-1 or B-6 or its successor rate schedule, with less than 150 kW of load. All other conditions of Schedule EDR apply. This customer must be a relocatable type of business; retail stores, hospitality services, schools, or government buildings are examples of customers types that cannot practicably relocate out-of-state. Customers receiving Direct Access service or service from a Community Choice Aggregator may also qualify for Schedule EDR. Only new or retained load

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The Privacy Policy is available at pge.com/privacy.

that will be regularly served by PG&E will be eligible for this rate reduction.

Applicant eligibility shall be subject to the review and approval of the California Governor's Office of Business and Economic Development (GO-Biz), without which approval PG&E shall not be required to provide the rate reduction.

2. RATE REDUCTION. Electric service to Applicant's premises shall be delivered under Applicant's otherwise applicable tariff (OAT), which is _____. Subject to the customer's qualifications and availability under the program limits as set forth in Schedule EDR, *Economic Development Rate*, the applicable rate option will be one of the following (*Please mark the appropriate space below)*:

a. _____ The Standard EDR Option provides a rate reduction of twelve (12) percent off the customer's bundled net OAT charges (excluding taxes) for five years.

b. _____ The Mid-Enhanced EDR Option provides a rate reduction of eighteen (18) percent off the customer's bundled net OAT charges (excluding taxes) for five years for a customer (a) located in (i) a county with an annual unemployment rate between 130 percent and 150 percent of the state's average annual unemployment rate as reported on the most recent Report 400 C Monthly Labor Force Data for Counties, Annual Average Revised or (ii) a city with annual unemployment rates between 130 percent and 150 percent of the state's annual unemployment rate as reported on the most recent Monthly Labor Force Data for Cities and Census Designated Places Annual Average Revised, issued annually by the State of California Employment Development Department, and (b) either the county or city has an unemployment rate above five (5) percent.

c. _____ The Enhanced EDR Option provides a rate reduction of twenty-five (25) percent off the customer's bundled net OAT charges (excluding taxes) for five years for a customer (a) located in (i) a county with annual unemployment rates greater than 150 percent of the state's average annual unemployment rate as reported on the most recent Report 400 C Monthly Labor Force Data for Counties, Annual Average Revised or (ii) in a city with annual unemployment rates greater than 150 percent of the State's annual unemployment rate as reported on the most recent Monthly Labor Force Data for Cities and Census Designated Places, Annual Average Revised, issued annually by the State of California Employment Development Department, and (b) either the county or city has an unemployment rate above five (5) percent. Customers locating in a county or city where the unemployment rate is above 11 percent (based on the same State of California labor reports listed immediately above), even if the local unemployment rate is less than 150 percent of the state's unemployment rate, are also eligible for the Enhanced EDR Option.

This rate reduction shall be calculated in the manner set forth in Schedule EDR. The rate reduction percentage shall be _____ percent for this agreement.

3. APPLICABLE LOAD. PG&E reserves the right to reduce the contracted demands stated by the Applicant below, if it is determined that the Applicant's actual load at full operation of the facility after the Commencement Date of this Agreement, is more than 10% less than the contracted maximum demands stated below.

[Please mark the appropriate space below, indicating whether this is an agreement for the Applicant's entire load or only a portion of the Applicant's load.]

a. _____ New Customer Locating or Existing Customer Retaining (includes avoidance of business closure) Entire Load in PG&E's Service Territory.

The Customer's entire load will be eligible for the rate reduction. The maximum contracted demand is estimated to be _____ kW.

b. _____ Retention of Customer's Partial Load or Expansion of Existing Customer's Load.

For expansion and retention cases for only part of a customer's load, the rate reduction will be calculated only on that portion of demand and usage added or retained. The contracted demand of the partially retained or expanded load is estimated to be _____ kW.

The Excluded Demands are determined by averaging the Applicant's four highest measured maximum demands during each of the two seasonal 6-month periods preceding the execution date of this agreement, if available. If Applicant separately meters the Reserved Demand, Applicant's Excluded Demand will be zero (0) for both seasons. PG&E and Applicant agree that the Excluded Demand is:

Summer period: _____kW

Winter period: _____kW

The EDR Ratio for each month is defined as the difference between the Applicant's maximum demand for that month and the Excluded Demand divided by that same month's maximum demand. If the EDR Ratio is negative, there will be no rate reduction for that month, or in other words, the EDR Ratio will be zero (0). The EDR Ratio shall be a fraction no greater than one (1) or less than zero (0).

4. COMMENCEMENT DATE. The rate reduction shall commence on the Applicant's regularly scheduled meter read day in the month of _____, 20____ which is within a 24-month period of the date of execution of this agreement as required by rate Schedule EDR, Special Condition 2.

5. METERING. Applicant agrees to be responsible for all costs associated with providing separate electric metering if PG&E, at its sole discretion, deems such metering a necessary condition to implement this rate. If Applicant is deemed to require separately metered reserved demand, Applicant must have metering in place before the rate reduction will apply. Applicant's inability to have required metering in place shall not delay the commencement date provided for in Section 4 by which Applicant would have otherwise received the rate reduction.

6. TERM OF AGREEMENT & NO RENEWALS. This agreement shall take effect immediately and remain in effect for a term of five (5) years following the commencement date of the rate reduction, subject to all of the other conditions of this agreement Applicant will not be eligible to receive a renewed EDR rate reduction agreement in the future for any load previously served under this agreement, or any previous PG&E Economic Development Program..

7. TERMINATION OF AGREEMENT. Applicant may terminate this agreement upon 30 days written notice. PG&E may also terminate this agreement upon 30 days written notice in the event Applicant no longer meets the qualifications described elsewhere in this Agreement and in rate Schedule EDR. Notwithstanding these rights of termination, the Applicant shall be subject to Liquidated Damages as provided for in Section 13 of this agreement

8. TRANSFERS OFF OF SCHEDULES A-10, E-19, E-20, B-10, B-19 AND B-20 (Does not apply to a Small Business Customer). If Applicant's maximum demand drops for a period of time so that the Applicant is no longer eligible for A-10, E-19, E-20, B-10, B-19 or B-20, or its successor rate schedule, or if the Applicant's maximum billing demand falls under 150 kW for twelve consecutive months, the Applicant will be ineligible for continuing service under rate Schedule EDR, unless Applicant can establish – to PG&E's satisfaction – that the reduction was due to Applicant's energy usage reduction efforts.

9. ENERGY USAGE REDUCTION REQUIREMENT AND AUDIT. Applicant hereby grants to PG&E the right to conduct a plan review, site inspection and/or energy audit for the purpose of identifying and making available applicable energy usage reduction options. PG&E will advise Applicant of cost-effective energy usage reduction options, which may include. any energy efficiency projects, demand-side management solutions, participation in demand-response programs that reduce energy use by 5% over a year cumulatively, savings-by-design for new builds that exceed California's building requirements for energy reductions of 5% or more, on-site renewables generation, among other methods (but excluding fossil-fuel, on-site generation). Applicants for all three types of EDR rate reductions shall implement measures, such as those presented by PG&E, to achieve a 5% energy usage reduction during the term of this EDR agreement. Compliance with this energy usage reduction requirement will be determined through an on-site audit performed by PG&E during year three of this agreement. If the audit shows the Applicant has not yet achieved a 5% energy usage reduction, PG&E may discontinue the rate reduction benefit for the remainder of the term of this agreement, or at PG&E's discretion,

PG&E may establish an action plan to achieve at least a 5% energy usage reduction, and the plan shall include an additional audit to verify achievement of at least a 5% energy usage reduction within the fifth year of the agreement.

10. JOBS REPORTING. Applicant will report to PG&E by January 15 (or the first business day thereafter) of each year a listing of each job retained or created during the previous calendar year of the life of this agreement that is attributable to the Applicant's participation in the economic development rate program. Applicant will also include the amount of wage and benefits attributable to each job so listed.

11. THIRD-PARTY VERIFICATION. Applicants who are projected by PG&E to receive over one hundred thousand (100,000) dollars of savings per year from the EDR are subject to an annual, third-party, after-the-fact EDR audit. The purpose of the audit is to verify contribution to margin, the number of jobs created, wages and benefit information, and document other indirect economic benefits to the community. (See also Section 9 above regarding separate audit of 5% or more energy usage reduction, to take place during year three of the agreement.)

12. "BUT FOR" TEST. Applicant attests that "but for" the terms of this agreement, either on its own or in combination with a package of offerings and/or other incentives and consideration factors made available to the Applicant from other sources, the Applicant would not have moved its operations to California from elsewhere, or retained, or expanded its operations within California. Applicant shall sign the attached affidavit to that effect.

13. LIQUIDATED DAMAGES. If this agreement is terminated due to Applicant's misrepresentation or fraud, Applicant shall be liable for liquidated damages that equal 200% of the cumulative difference between (i) the bills calculated under the Schedule EDR rate to the date of termination; and (ii) bills that would have been calculated under the OAT.

14. ASSIGNMENT. Applicant may assign this agreement only if PG&E consents in writing and the party to whom the agreement is assigned agrees in writing to be bound by this agreement in all respects.

15. COMMISSION JURISDICTION. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the state of California as said Commission may, from time to time, direct in the exercise of its jurisdiction. In addition, this contract shall be subject to all of PG&E's tariffs on file with and authorized by the Commission. This contract also shall be subject to review in any proceeding the Commission may conduct regarding PG&E's Economic Development Rate program implementation.

16. ATTESTATION AND VERIFICATION. Applicant attests and verifies that the information Applicant supplied to PG&E and any other reviewing agency used to qualify Applicant for Schedule EDR is true and correct to the best of Applicant's knowledge.

Executed this _____day of _____, 20____.

BY:	**BY:**
	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	_____
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)

AFFIDAVIT FOR ECONOMIC DEVELOPMENT RATE

By signing this affidavit, an Applicant who retains or expands load in the service territory of Pacific Gas and Electric Company (PG&E), or moves its operations to California from elsewhere, hereby certifies and declares under penalty of perjury under the laws of the state of California that the statements in the following paragraphs are true and correct:

1. But for the receipt of the economic development rate reduction and the terms of the Agreement, either on its own or in combination with an economic development incentive package, the Applicant's load would not have been retained or expanded within California, or moved to California from elsewhere.

2. The load to which the Agreement applies represents kilowatt-hours (kWh) and kilowatts (kW) that the Applicant is either:

   a. Using at a business which Applicant is considering closing in the state of California; or

   b. Expanded load at an existing business which Applicant is already operating, which Application was considering not expanding in the State of California; or

   c. Load which the Applicant did not have in the State of California but is considering moving to California from elsewhere.

3. Applicant has discussed with PG&E options for cost-effective energy usage reduction measures. The Applicant understands that during the term of this Agreement, Applicant must make energy usage reductions of at least 5% relative to existing building codes, which will in turn reduce their electric bills as well as the load they place on the Utility System.

Executed this _____day of _____, 20_____.

_____
Applicant

BY: _____
Signature

_____
(Type or print name)

TITLE: _____

ELECTRIC SAMPLE FORM 79-1155 Sheet 1

SCHEDULES NEM, NEMV, NEMVMASH, NET SURPLUS ELECTRICITY (NSE)
RENEWABLE ENERGY CREDITS COMPENSATION

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

Schedules NEM, NEMV, NEMVMASH

Net Surplus Electricity (NSE) Renewable Energy Credits (RECs) Compensation Form*

Customer or Entity Authorized to Aggregate RECs on the Customer's behalf:
To request Renewable Energy Credit (REC) compensation for Net Surplus Electricity (NSE)[1] produced by the customer's renewable energy generating facility, please complete the following sections:

Section 1 – Customer Information

Please provide the following information for the account associated with the generating facility for which RECs are being transferred to PG&E:

Customer	**Last Name or Company Name**		**First Name**
Address	**Number, Street and Unit**		
	City	**State**	**Zip Code**
Phone	**Area Code**		**Number**
Email Address			
Account Information	**Account ID**		**Service ID**
Meter Number (Badge)			

Section 2 – Aggregator Information (if applicable)

If the customer's RECs (WREGIS Certificates) corresponding to the NSE are provided by an aggregator authorized by the customer, please provide the following:

Aggregator Name (As recorded in WREGIS)	
Aggregator's WREGIS ID (Generating Unit Aggregator Account Holder ID)	
Phone	
Email Address	

* This form 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.

[1] Net Surplus Electricity (NSE) as defined in the NEM, NEMV or NEMVMASH Rate Schedule under which the customer takes service.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Section 3 – Verification of REC Ownership and Transfer

The customer has provided "Net Surplus Electricity" (NSE, as defined in the NEM, NEMV or NEMVMASH Rate Schedule under which the customer takes service), which is reflected on the customer's true-up bill, and for that NSE the customer wishes to receive REC compensation (as described in subsection (c) of the *Net Surplus Electricity Compensation (NSC)* Special Condition in the NEM, NEMV or NEMVMASH rate schedule under which the customer takes service), and the customer or aggregator confirm all of the following:

☐ **CERTIFICATION OF OWNERSHIP OF NSE RENEWABLE ENERGY CREDITS:**
The customer or aggregator certifies under penalty of perjury that the customer owns the Renewable Energy Credits associated with NSE from the NEM, NEMV, or NEMVMASH generating facility.

☐ **RPS ELIGIBLITY OF FACILITY:**
The customer or aggregator certifies that the NEM, NEMV or NEMVMASH generating facility providing NSE to the service account identified in Section 1 is certified by the California Energy Commission (CEC) as a Renewable Portfolio Standard (RPS) Eligible Generating Facility, having the CEC RPS ID listed in Section 4.
PG&E will require that a copy of the CEC RPS eligibility certificate for this facility be attached with this form, until such time as this facility's RPS eligibility certification status is available to PG&E from another source.

☐ **TRANSFER OF WREGIS CERTIFICATES TO PG&E:**
The customer or authorized aggregator has transferred to the Western Renewable Energy Generation Information System (WREGIS) account of PG&E (WREGIS account number 41) the WREGIS Certificates representing the Renewable Energy Credits which are defined according to the California Renewables Portfolio Standard, as may be amended, and are associated with the NSE provided as shown on the customer's bill statement at the end of the time period(s) listed in Section 4.

For authorized aggregator:

All WREGIS Certificates for accounts that are aggregated must be associated with the customer's PG&E NEM, NEMV, or NEMVMASH account.

WREGIS only creates WREGIS Certificates in whole megawatt-hour amounts, therefore only whole WREGIS Certificate amounts can be transferred to PG&E. If, however, the WREGIS Certificates were provided from an Aggregator, the allocation for a given customer may include a fraction of a megawatt-hour.

Section 4 – WREGIS Certificates Compensation:

For the NSE generating facility associated with the customer's NEM, NEMV or NEMVMASH account identified by the Account ID and Service ID listed in Section 1, the customer or the authorized aggregator has received and transferred to PG&E:

WREGIS Generating Unit ID:		**CEC RPS ID:**	

Please attach additional pages to this form as necessary for multiple serial numbers

WREGIS Certificates transferred to PG&E from the Generator Unit ID

Serial Number	***For Period Beginning (xx/xx/xxxx)***	***For Period Ending (xx/xx/xxxx)***	***MWh***

Payment will be issued following confirmed receipt of WREGIS Certificates corresponding to the NSE in PG&E's WREGIS account.

PLEASE NOTE: A WREGIS Certificate consists of one megawatt-hour of generation; fractional WREGIS Certificates cannot be created, hence credit for a fractional portion of a WREGIS Certificates cannot be provided unless a customer works through an Aggregator.

Section 6 – Customer Signature

The customer or authorized aggregator attests that the information above is true and correct.

Signature	
Print Name	
Date	

Please return this form to:

XXXXXXXXXXXXXXXXXXXXXX
Pacific Gas and Electric Company
PO Box #######
XXXXXXXXX, CA #####

Electric Sample Form No. 79-1155-02 Sheet 1
Schedules NEM2, NEM2V, NEM2VMSH, Net Surplus Electricity (NSE)
Renewable Energy Credits Compensation

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

Schedules NEM2, NEM2V, NEM2VMSH

Net Surplus Electricity (NSE) Renewable Energy Credits (RECs) Compensation Form*

Customer or Entity Authorized to Aggregate RECs on the Customer's behalf:
To request Renewable Energy Credit (REC) compensation for Net Surplus Electricity (NSE)[1] produced by the customer's renewable energy generating facility, please complete the following sections:

Section 1 – Customer Information

Please provide the following information for the account associated with the generating facility for which RECs are being transferred to PG&E:

Customer	**Last Name or Company Name**		**First Name**
Address	**Number, Street and Unit**		
	City	**State**	**Zip Code**
Phone	**Area Code**		**Number**
Email Address			
Account Information	**Account ID**		**Service ID**
Meter Number (Badge)			

Section 2 – Aggregator Information (if applicable)

If the customer's RECs (WREGIS Certificates) corresponding to the NSE are provided by an aggregator authorized by the customer, please provide the following:

Aggregator Name (As recorded in WREGIS)	
Aggregator's WREGIS ID (Generating Unit Aggregator Account Holder ID)	
Phone	
Email Address	

* This form 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.

[1] Net Surplus Electricity (NSE) as defined in the NEM2, NEM2V or NEM2VMSH Rate Schedule under which the customer takes service.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Section 3 – Verification of REC Ownership and Transfer

The customer has provided "Net Surplus Electricity" (NSE, as defined in the NEM2, NEM2V or NEM2VMSH Rate Schedule under which the customer takes service), which is reflected on the customer's true-up bill, and for that NSE the customer wishes to receive REC compensation (as described in subsection (c) of the *Net Surplus Electricity Compensation (NSC)* Special Condition in the NEM2, NEM2V or NEM2VMSH rate schedule under which the customer takes service), and the customer or aggregator confirm all of the following:

☐ **CERTIFICATION OF OWNERSHIP OF NSE RENEWABLE ENERGY CREDITS:**
The customer or aggregator certifies under penalty of perjury that the customer owns the Renewable Energy Credits associated with NSE from the NEM2, NEM2V, or NEM2VMSH generating facility.

☐ **RPS ELIGIBLITY OF FACILITY:**
The customer or aggregator certifies that the NEM2, NEM2V or NEM2VMSH generating facility providing NSE to the service account identified in Section 1 is certified by the California Energy Commission (CEC) as a Renewable Portfolio Standard (RPS) Eligible Generating Facility, having the CEC RPS ID listed in Section 4.
PG&E will require that a copy of the CEC RPS eligibility certificate for this facility be attached with this form, until such time as this facility's RPS eligibility certification status is available to PG&E from another source.

☐ **TRANSFER OF WREGIS CERTIFICATES TO PG&E:**
The customer or authorized aggregator has transferred to the Western Renewable Energy Generation Information System (WREGIS) account of PG&E (WREGIS account number 41) the WREGIS Certificates representing the Renewable Energy Credits which are defined according to the California Renewables Portfolio Standard, as may be amended, and are associated with the NSE provided as shown on the customer's bill statement at the end of the time period(s) listed in Section 4.

For authorized aggregator:

All WREGIS Certificates for accounts that are aggregated must be associated with the customer's PG&E NEM2, NEM2V, or NEM2VMSH account.

WREGIS only creates WREGIS Certificates in whole megawatt-hour amounts, therefore only whole WREGIS Certificate amounts can be transferred to PG&E. If, however, the WREGIS Certificates were provided from an Aggregator, the allocation for a given customer may include a fraction of a megawatt-hour.

Section 4 – WREGIS Certificates Compensation:

For the NSE generating facility associated with the customer's NEM2, NEM2V or NEM2VMSH account identified by the Account ID and Service ID listed in Section 1, the customer or the authorized aggregator has received and transferred to PG&E:

WREGIS Generating Unit ID:		**CEC RPS ID:**	

Please attach additional pages to this form as necessary for multiple serial numbers

WREGIS Certificates transferred to PG&E from the Generator Unit ID

Serial Number	***For Period Beginning (xx/xx/xxxx)***	***For Period Ending (xx/xx/xxxx)***	***MWh***

Payment will be issued following confirmed receipt of WREGIS Certificates corresponding to the NSE in PG&E's WREGIS account.

PLEASE NOTE: A WREGIS Certificate consists of one megawatt-hour of generation; fractional WREGIS Certificates cannot be created, hence credit for a fractional portion of a WREGIS Certificates cannot be provided unless a customer works through an Aggregator.

Section 6 – Customer Signature

The customer or authorized aggregator attests that the information above is true and correct.

Signature	
Print Name	
Date	

Please return this form to:

(Contact Information to be Provided)

ELECTRIC SAMPLE FORM 79-1156 Sheet 1

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

Please Refer to Attached
Sample Form

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

You have applied for, or have received, a loan to finance energy efficiency improvements to your residence under the Energy Efficiency Financing Program's Residential Energy Efficiency Loan Assistance Program (REEL), approved by the California Public Utilities Commission (CPUC). The loan is being made by the financial institution described below. By signing this agreement, you give your consent to allow PG&E to include monthly loan repayment charges in your monthly utility bill, pursuant to PG&E's Energy Financing Line Item Charge (EFLIC) Gas and Electric Rate Schedules, and you agree to pay those charges, on the terms described below.

Please note that this Authorization contains summary information about the EFLIC Pilot. Before you sign this document, you should first review the more detailed program rules regarding the EFLIC Pilot, developed by the California Hub for Energy Efficiency Financing (CHEEF),[1] and the Gas or Electric Schedule EFLIC, as approved by the CPUC.[2]
In this document:
"**California Hub for Energy Efficiency Financing (CHEEF)**" means a central enabling entity through which energy users, financial institutions, energy efficiency providers and Participating Utilities can participate in a pilot to help finance the installation of Eligible Energy Efficiency Measures. The CHEEF may act through agents or third-party service providers. The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), or a successor as approved by the CPUC.
"**Lender**" means the financial institution shown as the Lender in the Account Information section below.
"**Loan Charges**" means any and all principal, interest and other charges and fees payable by you in connection with your loan, as determined by Lender, including fees or late or deficient payments.
"**Service Address(es)**" means the property or properties serviced by PG&E as shown in the Account Information section below. determined by Lender, including fees for late or deficient payments.
"**Work**" means the installation of eligible measures at your Service Address.
"**You**" means you, the customer(s) signing this authorization.

1. **Authorization to Bill Loan Charges.** You authorize PG&E to include Loan Charges in your PG&E utility bills for the Service Address(es) until further notice. The Lender will determine the amount of the Loan Charge that is to be included in each bill, and PG&E will include that amount in your utility bill. PG&E does not verify the Loan Charges and other information provided by the Lender. The Loan Charges may increase or decrease from month to month based on the terms of the loan, the inclusion of late charges and interest, in accordance with the loan terms, and variations in the periods of time covered by each PG&E billing cycle.

2. **Payment.** You agree to pay the Loan Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan Charge payments to the Lender. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment of Loan Charges to the Lender unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan Charges.

3. **Partial Payments.** Partial payment applies to the components of the bill in accordance with existing Rules. Payments will be applied to past due Loan Charges prior to any current charges. If you make a partial payment on your utility bill, the partial payment will be applied to the following components of the utility bill in the order listed: (a) Utility charges, which include utility service and credit establishment charges; (b) Energy-related charges, which include charges based on energy consumption and tariff schedules; (c) Other applicable products and services charges, which include all other services billed by PG&E such as Loan Charges.

   If you do not pay the Loan Charges in full, PG&E may elect to stop billing you for Loan Charges in which case the Lender will be responsible for collecting any unpaid Loan Charges and future loan payments from you. The Lender will notify you if PG&E ceases to include Loan Charges in your utility bill. Please note that if PG&E stops billing you for Loan Charges before the Loan is paid in full, you are still responsible for making loan payments directly to the Lender. Late payments may be subject to reporting to credit agencies by the Lender.

[1] Program information can be accessed on CAEATFA's website at http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp.
[2] PG&E Rate Schedules can be accessed on PG&E's website at http://www.pge.com/nots/rates/tariffs/.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

If you pay less than the total amount of your utility bill for two months, your Loan Charges may be removed from your utility bill. However, you are still responsible for paying any additional amounts due directly to your Lender.

4. **Overpayments.** Overpayments will be applied to Loan Charges and to utility and other non-Loan charges based on the amount owed for each currently or in the future, according to the priority of the components under existing rules. If you want to fully or substantially prepay Loan Charges, you must send the payment directly to the Lender, subject to Lender's terms and conditions.

5. **Billing Inquiries and Disputes.** If you have any questions about your loan or the Loan Charges, including any concerns that you may have been incorrectly charged, please contact the Lender at the number shown in the Account Information section below. Any disputes about your loan or the Loan Charges must be resolved between you and the Lender in accordance with your loan documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the energy charges on your utility bill should be directed to PG&E at the number shown on the bill.

6. **Jurisdiction.** 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.

7. **Authorization to Release Information.** If you choose to participate in an OBR Pilot, you must also sign one additional form to allow the release of confidential information regarding your energy usage: Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information" to provide the CHEEF authorization to receive energy usage data. PG&E shall also provide the CHEEF at the request of the CPUC or CHEEF accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Gas and Electric Rule 11 procedures. PG&E will share only customer-specific data relevant to implement this program. Participating lenders may also request that you authorize the release of additional data related to bill payment history and other aspects of your energy use.

8. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work. Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including the Contractor) in the conduct or performance of the Work.

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

ACCOUNT INFORMATION

(Please Print or Type)

CUSTOMER DETAILS[3]

PG&E Account Number[4]: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

LENDER AND LOAN INFORMATION

Name of Lender: _____

Address: _____

Lender's contact number: _____

Loan Number: _____

Principal amount of Loan: _____

[other identifying information] _____

SERVICE ADDRESSES INCLUDED IN THIS AUTHORIZATION:

1. _____ _____
   SERVICE ADDRESS CITY PG&E GAS/ELECTRIC SERVICE AGREEMENT
2. _____ _____
   SERVICE ADDRESS CITY PG&E GAS/ELECTRIC SERVICE AGREEMENT
3. _____ _____
   SERVICE ADDRESS CITY PG&E GAS/ELECTRIC SERVICE AGREEMENT

[3] If there is more than one customer of record for a Service Address, all customers must complete and sign this form.
[4] PG&E Account Number where the Loan Charges will be billed.

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

By signing below, You hereby authorize PG&E to add Loan Charges to Your utility bills for the Service Address(es) shown above.

(Authorized Customer Signature)	*(Additional Authorized Customer Signature)*
(Print Name)	*(Print Name)*
(Date)	*(Date)*
(City and State Where Executed)	*(City and State Where Executed)*
(Telephone Number)	*(Telephone Number)*

LENDER APPROVAL

Lender confirms that the Account Information shown above accords with Lender's records.

(Financial Institution Company Name)

(Authorized Signature)

(Print Name)

(Date)

(City and State Where Executed)

(Telephone Number)

ELECTRIC SAMPLE FORM 79-1157 Sheet 1

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

Please Refer to Attached
Sample Form

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

You have applied for, or have been given, a lease or loan to finance improvements to your building under the On-Bill Repayment (OBR) Pilots, approved by the California Public Utilities Commission (CPUC). The loan or lease is being made by the financial institution described below. By signing this Authorization, you consent to allow PG&E to include monthly loan or lease repayment charges in your monthly utility bill, pursuant to PG&E's Gas and Electric Schedule OBR, and you agree to pay those charges, on the terms described below.

Please note that this Authorization contains summary information about the OBR Pilots. Before you sign this document, you should first review the more detailed program rules regarding the OBR Pilots, developed by the California Hub for Energy Efficiency Financing (CHEEF)[1], and the Gas or Electric Schedule OBR, as approved by the CPUC.[2]

In this document:
"California Hub for Energy Efficiency Financing (CHEEF)" means a central enabling entity through which energy users, financial institutions, energy efficiency providers, and utilities can participate in a pilot to help finance the installation of eligible energy efficiency measures. The CHEEF may act through agents and third-party service providers. The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), or a successor as approved by the CPUC.
"**Loan or Lease Charges**" means any and all principal, interest and other charges and fees payable by you in connection with your loan or lease, as determined by your Financial Institution, including fees for late or deficient payments.
"Financial Institution" means the lender or lessor shown in the Account Information section below.
"**Service Address(es)**" means the property or properties serviced by PG&E as shown in the Account Information section below.
"**You**" means you, the customer(s) signing this authorization.
"**Work**" means the installation of eligible measures at your Service Address.

1. **Authorization to Bill Loan Charges.** You authorize PG&E to include Loan or Lease Charges in your PG&E bills for the Service Address(es) until further notice. The Financial Institution will determine the amount of the Loan or Lease Charge that is to be included in each bill, and PG&E will include that amount in your utility bill. PG&E does not verify the Loan or Lease Charges and other information provided by the Financial Institution. The Loan or Lease Charges may increase or decrease from month to month based on the terms of the loan or lease, the inclusion of late charges and interest, in accordance with the loan or lease terms, and variations in the periods of time covered by each PG&E billing cycle.

2. **Payment.** You agree to pay the Loan or Lease Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan or Lease Charge payments to the Financial Institution. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment to the Financial Institution unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan or Lease Charges.

3. **Partial Payments.** If you pay less than the total amount of your utility bill (including Loan or Lease Charges), the amount you pay will be allocated to disconnectable charges, including OBR Charges[3] and utility and other non-OBR charges, consistent with existing Tariffs. Non-payment of OBR charges will subject your account to service disconnection; payments will be applied to past due OBR Charges prior to any current charges.

   A Customer's failure to pay any of the components (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Gas and Electric Rule 11.

   Please note that, if PG&E stops billing you for Loan or Lease Charges before the Loan or Lease is paid in full, you are still responsible for making loan or lease payments directly to the Financial Institution. Late payments may be subject to reporting to credit agencies by the Financial Institution.

[1] Program information can be accessed on CAEATFA's website at http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp.
[2] PG&E Rate Schedules can be accessed on PG&E's website at http://www.pge.com/nots/rates/tariffs/.
[3] OBR is not a disconnectable charge for participants of the multi-family pilot.

4. **Overpayments.** Overpayments will be applied to OBR Charges and to utility and other non-OBR charges in proportion to the amount owed for each currently or in the future. If you want to fully or substantially prepay Loan or Lease Charges, you must send the payment directly to the Financial Institution.

5. **Billing Inquiries and Disputes.** If you have any questions about your Loan or Lease or your Loan or Lease Charges, including any concerns that you may have been incorrectly charged, please contact the Financial Institution at the number shown in the Account Information section below. Any disputes about your Loan or Lease Charges must be resolved between you and the Financial Institution in accordance with your loan or lease documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the energy charges on your utility bill should be directed to PG&E at the number shown on the bill.

6. **Transfer of Payment Obligation**: Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer of record at the same location. You must first obtain the permission of your Financial Institution to assign your payment obligation to the next customer who occupies the same property where the improvements were installed. If the Financial Institution and subsequent customer agree in writing to assume the charges, the new customer must also sign Gas and Electric Form 79-1157 *"Authorization to Add Loan Charges to Utility Bill (Non Residential)."*

7. **Service Disconnection for Non-Payment of Loan or Lease Charges (Non-Residential Customers only)**: You acknowledge that non-payment of your Loan or Lease charges will result in a disconnection of your utility service consistent with the rules that generally apply to non-payment of your utility bill, until such time that your Loan or Lease payments and your utility charges are made current. Other rules for reconnection of service, including a requirement to post a security deposit, are set forth in Gas and Electric Rule 11.

8. **Jurisdiction.** This Authorization 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.

9. **Authorization to Release Information.** If you choose to participate in an OBR Pilot, you must also sign one additional form to allow the release of confidential information regarding your energy usage: *Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information"* to provide the CHEEF authorization to receive energy usage data. PG&E shall also provide the CHEEF at the request of the CPUC or CHEEF accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Gas and Electric Rule 11 procedures. PG&E will share only customer-specific data relevant to implement this program. Participating lenders may also request that you authorize the release of additional data related to bill payment history and other aspects of your energy use.

10. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including the Contractor) in the conduct or performance of the Work.

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

ACCOUNT INFORMATION

(Please Print or Type)

CUSTOMER DETAILS[4]

Name(s): _____

Address: _____

Account Number[5]: _____

FINANCIAL INSTITUTION AND LOAN OR LEASE INFORMATION

Name of Financial Institution: _____

Address: _____

Contact telephone number: _____

Loan or Lease Number: _____

Principal Amount of Loan/Lease: _____

Estimated Monthly Payment/Duration: _____

[other identifying information] _____

SERVICE ADDRESSES INCLUDED IN THIS AUTHORIZATION:

1. _____ _____
   SERVICE ADDRESS CITY GAS/ELECTRIC SERVICE AGREEMENT
2. _____ _____
   SERVICE ADDRESS CITY GAS/ELECTRIC SERVICE AGREEMENT
3. _____ _____
   SERVICE ADDRESS CITY GAS/ELECTRIC SERVICE AGREEMENT

[4] If there is more than one customer of record for a Service Address, all customers must complete and sign this form.
[5] PG&E Account Number where the OBR Charges will be billed.

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

By signing below, You hereby authorize PG&E to add Loan or Lease Charges to Your utility bills for the Service Address(es) shown above.

(Authorized Customer Signature)	*(Additional Authorized Customer Signature)*
(Print Name)	*(Print Name)*
(Date)	*(Date)*
(City and State Where Executed)	*(City and State Where Executed)*
(Telephone Number)	*(Telephone Number)*

Financial Institution Approval:

Financial Institution confirms that the Account Information shown above accords with its records.

(Financial Institution Company Name)

(Authorized Signature)

(Print Name)

(Date)

(City and State Where Executed)

(Telephone Number)

ELECTRIC SAMPLE FORM 79-1158 Sheet 1

ELECTRIC VEHICLE SUBMETERING METER DATA MANAGEMENT AGENT (MDMA) REGISTRATION AGREEMENT

Please Refer to Attached Sample Form

EV Submeter Pilot Phase 1

Submeter MDMA Registration Agreement

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

I. INSTRUCTIONS FOR QUALIFYING AS A SUBMETER METER DATA MANAGEMENT AGENT

A. BACKGROUND

On November 19, 2013, the California Public Utilities Commission (Commission or CPUC) issued Decision (D.) 13-11-002 modifying the PEV Submetering Protocol requirements set forth in D. 11-07-029 by adopting the Commission Energy Division (ED) Staff's Plug-In Electric Vehicle Submetering Roadmap for a two-phase pilot. Ordering Paragraph 2 of D.13-11-002 requires the investor-owned utilities (IOUs) to submit a Tier 2 Advice Letter that includes the metering requirements provided by the ED to the IOUs, draft versions of the data format template, the Submeter Meter Data Management Agent (MDMA) registration Agreement, the customer enrollment Agreement, and MDMA Service Requirements.

All Submeter MDMAs must submit a Notice of Participation to the Commission's Energy Division by July 11, 2014 to participate in the pilot. Submeter MDMAs must indicate the following in the Notice of Participation: (1) the number of submeters associated with customers that have agreed to participate as of the date they submit the Notice and (2) the total number of submeters that they plan to enroll. The Notice of Participation is embedded within the Submeter MDMA Registration Agreement. Phase 1 of the Pilot ends after 12 billing cycles for a customer participant and no later than August 31, 2016.

The Commission may require that potential Submeter MDMAs comply with certain Energy Division standards in experience, education and training to perform the functions of a Submeter MDMA. These functions and associated requirements are described in detail in the Phase One Performance Standards for Metering and Meter Data Agents Participating in California's Electric Vehicle Submetering Pilot (Performance Standards), approved by the Commission in Resolution E-4651 and attached hereto as Attachment 1

B. REGISTRATION AGREEMENT

An entity desiring to act as a Submeter MDMA must complete the attached registration Agreement and submit it to the ED.

The ED will review the submitted documentation, determine if the prospective Submeter MDMA's standards meet the requirements established by the Commission, and notify the Submeter MDMA whether its request is approved via e-mail. The ED will make reasonable efforts to review the documentation and respond to the Submeter MDMA request within ten business days. Missing documentation may require the prospective Submeter MDMAs to resubmit that portion of the application and restart the ten-day review process.

C. REQUIREMENTS

1. Entities seeking to offer Submeter MDMA services for an electric vehicle (EV) submeter must submit a Submeter MDMA Registration Agreement to the ED. Approval to act as a Submeter MDMA will be granted to Submeter MDMAs that satisfy the requirements established in the MDMA Performance Standards document.
2. The determination is based on the ED's review of the Submeter MDMA's written application, completed documents, and the ability to meet PG&E's EV Submeter Pilot Phase 1 Data Reporting and Transfer Requirements (Data Exchange Requirements), attached hereto as Attachment 2.

3. Upon receipt of the Submeter MDMA's Registration Agreement, PG&E will electronically forward a copy of its data exchange requirements to the Submeter MDMA.The Submeter MDMA's are allowed ten days to report a customer drop out or change of address to the IOUs.
4. The Submeter MDMAs must notify Energy Division and all IOUs in which they are providing services in the event that they terminate service prior to the end of the Pilot Term.

D. SUBMETER MDMA REGISTRATION PROCESS

1. Submeter MDMA submits Registration Agreement to Adam Langton (adam.langton@cpuc.ca.gov) or Noel Crisostomo (noel.crisostomo@cpuc.ca.gov) of the CPUC's Energy Division by July 11, 2014. Reasonable efforts will be made to acknowledge receipt of the Registration Agreement within ten business days of receipt. The Energy Division may request additional information, as needed, to approve the MDMA's registration request for this phase of the Pilot.
2. Submeter MDMA receives final approval, may submit Customer Enrollment Agreements to PG&E starting September 1, 2014.
3. Submeter MDMAs shall enroll submeters on a first-come, first-served basis subject to Exclusivity Period and Enrollment Cap.

E. ENROLLMENT REPORTING

1. Submeter MDMAs must report the balance of unenrolled customers to PG&E that will be available for enrollment during the Exclusivity Period on Friday of each week until 450 customers have been enrolled, in which case, Submeter MDMA must submit daily updates.
2. PG&E will notify Submeter MDMAs of remaining spaces available via email by Wednesday of the following week.
3. Beginning at the fourth month Submeter MDMAs are able to enroll additional submeters on a first-come, first-served basis, reporting enrollments to PG&E daily.

F. SUBMETER TESTING AND CALIBRATION

Submeter MDMAs are not required to provide compliance and testing data to the IOUs if they have otherwise complied with the application process and demonstrated consistency with the Performance Standards for Metering and MDMAs. The Third Party Evaluator retained by the IOUs may randomly field test no more than five percent of the submeters for accuracy. By virtue of a customer's enrollment with submeter service by the IOU, the Independent Evaluator and Submeter MDMAs may obtain access from their participants for testing and calibration, if selected as part of the evaluation.

G. SUBMETER SAFETY REQUIREMENTS

Any Electric Vehicle Supply Equipment (EVSE), EVSE with embedded submeter, and/or stand-alone submeter installed prior to the Pilot must be certified by an Occupational Safety & Health Administration (OSHA)-approved Nationally Recognized Testing Laboratory (NRTL). Any EVSE, EVSE with embedded submeter, stand-alone submeter, and related PEV charging circuits, must have been installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and must have obtained any required inspection and approval by the local Authority Having

Jurisdiction (AHJ). The OSHA-approved list of NRTLs is maintained at: https://www.osha.gov/dts/otpca/nrtl/.

Any EVSE, EVSE with embedded submeter, and/or stand-alone submeter installed as part of the Pilot must be Underwriters Laboratories (UL)-certified or meet PG&E safety standards. Any EVSE, EVSE with embedded submeter, stand-alone submeter and related PEV charging circuits must be installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and must obtain any required inspection and approval by the local AHJ.

H. DATA FORMAT

Submeter MDMA must satisfy PG&E's EV Submetering Pilot Phase 1 Data Reporting and Transfer Requirements, attached hereto as Attachment 2.

I. FORMAT TESTING

After PG&E receives the completed qualification documentation, the Submeter MDMA may contact PG&E to schedule the format acceptance test to ensure it can produce a secure data file that satisfies PG&E's Data Exchange Requirements. To schedule the test, please contact the EV Submetering Pilot Program Manager at PG&E.

J. SECURITY AND CONFIDENTIALITY

Submeter MDMA must comply with Data security and confidentiality requirements specified in the CPUC's Privacy Rules and PG&E's Electric Rule 27 (Privacy and Security Protections for Energy Usage Data). The Submeter MDMA's access to, use, and disclosure of customer-specific energy usage and billing data is subject to the prior, express written consent of the participating customer and the sole responsibility of the Submeter MDMA.

K. VEE PERFORMANCE STANDARDS

For the purposes of Phase 1 of the submetering pilot, the usage measured at the EV submeter will be used to allocate energy usage between a primary load and an electric vehicle. PG&E will accept the Submeter MDMA's data as being "valid" or VEE'd and bill both the EV and primary accounts accordingly. For purposes of Phase 1 of the pilot only, the Submeter MDMA is not required to satisfy the "Standards for Validating, Editing, and Estimating Monthly and Interval Data for Monthly and Interval Data" contained in "VEE-Attachment of the Direct Access Standards for Metering and Meter Data".

L. SUBMETER MDMA TERMINATION

PG&E will notify Submeter MDMA in the event it fails to timely meet performance requirements for two consecutive billing periods. Absent corrective actions, if Submeter MDMA fails to timely meet performance requirements for a third consecutive month, PG&E may petition Energy Division to terminate pilot participation by Submeter MDMA and its customers.

M. JURISDICTION

This agreement at all times shall be subject to such modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

N. INDEMNIFICATION

I, Submeter MDMA, hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from my participation in the submetering pilot under this Registration Agreement, including but not limited to the use of customer information obtained pursuant to the prior express, written consent of customers participating in the pilot, and from the taking of any action, including changes in services or rates of customers participating in the pilot, pursuant to this Registration Agreement, and provided such Utility action is consistent with applicable CPUC orders, tariffs and regulations.

[This Agreement must be signed by someone who has authority to financially bind the Submeter MDMA]

Signature of Authorized Agent of Company	Submeter MDMA Company Name
Name of Authorized Agent of Company (Print)	Executed on (Date)
Phone Number	City and State Where Executed

2. 0 SUBMETER MDMA REGISTRATION AGREEMENT

A completed and approved Submeter MDMA Registration Agreement must be submitted by any entity desiring to participate as a Submeter MDMA in the Phase 1 Submetering pilot.

PG&E will use reasonable efforts to acknowledge receipt of the Registration Agreement, request any necessary additional information, and provide information on the required Acceptance Test with sample data, contact names, and procedures, within ten business days of receipt of the Registration Agreement.

MDMAs will have a temporary right to a number of customers within each IOU territory in which they plan to participate. During this three month "Exclusivity Period" each MDMA will have "Exclusivity Rights" to a number of submeters that will be determined by dividing the 500 maximum submeter enrollments by the number of Submeter MDMAs. Submeter MDMAs must report the balance of unenrolled customers to PG&E that will be available for enrollment during the Exclusivity Period on Friday of each week until 450 customers have been enrolled, in which case, Submeter MDMA must submit daily updates. Beginning at the fourth month Submeter MDMAs are able to enroll additional submeters on a first-come, first-served basis, reporting enrollments to PG&E daily.

This registration is for Phase 1 only and expires on August 31, 2016

Submeter MDMA NAME	Contact Person
Address:	Title
City, State, ZIP	Phone Number
Address	Email Address
Submeter MDMA's DUNNS Number	

NUMBER OF SUBMETERS ASSOCIATED WITH CUSTOMERS THAT HAVE AGREED TO PARTICIPATE: [ ]

TOTAL NUMBER OF SUBMETERS YOU PLAN TO ENROLL AND PROVIDE SUBMETERING SERVICES: [ ]

Total Submeter installations will be broken down as follows:

Residential:	Non-NEM	[ ]	+ NEM	[ ]	= Subtotal	[ ]
		+		+		+
Commercial:	Non-NEM	[ ]	+ NEM	[ ]	= Subtotal	[ ]
		=		=		=
	Subtotal	[ ]	Subtotal	[ ]	= Total	[ ]

Attachment 1

EV Submeter Pilot Phase 1
PERFORMANCE STANDARDS FOR
METERING AND METER DATA MANAGEMENT AGENTS

I. STANDARDS FOR EV SUBMETERING

A. Physical Location

1. **Location.** The submeter must be located at any fixed point between the primary utility electric meter and the electric vehicle supply equipment (EVSE) coupler. Any EVSE containing an embedded submeter must indicate that it contains a metering device.

2. **Identification.** A submeter must be labelled with a unique serial number for identification.

3. **Security.** A meter system shall be designed and constructed so that metrology components are adequately protected from environmental conditions likely to be detrimental to accuracy. Components shall be designed to prevent unauthorized access to adjustment mechanisms and terminal blocks by providing for application of a physical security seal or an Audit Trail.

4. **Security from Tampering.** During Phase 1 of the submetering pilot, no sealing requirements will be placed on the submeter, regardless of whether remote configuration is feasible. The Submeter Meter Data Management Agent and/or EVSPs should document how they physically prevent submeters from tampering. No means shall be provided by which any measured electricity can be diverted from the measuring device.

B. Accuracy and Measurement

1. **Accuracy.** The submeter must maintain accuracy of +/- 5% during the first Phase of the pilot. The term ‘accuracy’ is equivalent to the same term used in the ANSI C-12 standard. Submeter MDMA is responsible for describing how they comply with this accuracy requirement prior to pilot installation.

2. **Interval of Measurement.** The submeter shall have the capability to measure energy consumption in time intervals equal to the interval used by PG&E, but submeters are not required to measure energy consumption in intervals smaller than 15 minutes. A Submeter MDMA has the option to measure in less than 15-minute time periods if they choose to do so. Regardless of the submeter’s measurement interval, the Submeter MDMA must report energy consumption data in time intervals consistent with those used by PG&E.

3. **Standard Time Synchronization.** The submeter shall be synchronized to the same time used by utility meters in order to maintain billing consistency with measurements from the primary utility meter. The submeter's time should be synchronized to the United States time standard as defined by the National Institute of Standards and Technology or within three minutes of the time used by PG&E.

4. **Unit of Measurement.** The submeter must measure electricity data to the nearest Watt-hour (Wh) for each time interval and must be time-stamped to indicate the time/date of the energy consumption.

5. **Submeter and MDMA Storage of Data.** The device memory should retain information on the quantity of electricity consumed during a loss of external power. Values indicated or stored in memory shall not be affected by electrical, mechanical or temperature variations, radio-frequency interference, power failure, or any other environmental influences to the extent that accuracy is impaired per UL 2594. Memory shall be nonvolatile or backed up in a network.

6. **Utility Storage of Data.** Watt-hour data accumulated and indicated shall be retained by PG&E consistent with the same data storage requirements applicable to customer billing data.

C. Safety

1. Any Electric Vehicle Supply Equipment (EVSE), EVSE with embedded submeter, and/or stand-alone submeter installed prior to the Pilot must be certified by an Occupational Safety & Health Administration (OSHA)-approved Nationally Recognized Testing Laboratory (NRTL). Any EVSE, EVSE with embedded submeter, stand-alone submeter, and related PEV charging circuits, must have been installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and must have obtained any required inspection and approval by the local Authority Having Jurisdiction (AHJ). The OSHA-approved list of NRTLs is maintained at: https://www.osha.gov/dts/otpca/nrtl/.

2. Any EVSE, EVSE with embedded submeter, and/or stand-alone submeter installed as part of the Pilot must be Underwriters Laboratories (UL)-certified or meet PG&E safety standards. Any EVSE, EVSE with embedded submeter, stand-alone submeter and related PEV charging circuits must be installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and must obtain any required inspection and approval by the local AHJ.

D. Informing Customers about Submeter Data

1. **MDMA Responsibilities.** There is no requirement for the submeter device to visually display data. Customers should be informed of this requirement by the EVSP or Submeter MDMA. MDMAs must make data available to customers through a web-based or mobile phone application and by request

2. **Utility Responsibilities.** Utilities are required to report submeter data through the customer's monthly bill. PG&E is not required to report this usage data through their customer web tools. A utility may opt to report data to customers online

3. **Terms Subject to Modification after Pilot Term.** Customers should be informed that the pilot is temporary and that the requirements may change after the end of the first pilot phase.

E. Transfer of Submeter Data from Submeter MDMAs to Utilities

1. **Customer Submeter and Account Identification.** The MDMA must communicate the submeter serial number to the customer's utility as part of the customer enrollment in submetering services. This serial number shall be included in the monthly data communication in order to associate the submeter with the correct customer account.

2. **Minimum Transfer Requirement.** Utilities shall implement a simple means of receiving data that allows any qualified EVSP or Submeter MDMA to submit data to PG&E. Each utility shall make available a standard format for the MDMA to submit meter data via electronic spreadsheet. The form should allow the Submeter MDMA to submit all of its data through a single spreadsheet to the appropriate utility contact. The MDMA's should submit the data via the Internet in a secured /encrypted manner.

3. **Alternative Transfer Option.** Utilities are encouraged to explore additional meter transfer protocols that involve the use of 'Green Button' elements or other data transfer protocols that allow PG&E to efficiently receive data from the Submeter MDMA. These options may be offered to EVSPs as an alternative to the basic spreadsheet submission option, but cannot be required as the only data transfer method.

4. **Transfer Deadlines.** Submeter MDMAs s must report data for a given billing period no later than three business days after the end of the billing period. Utilities should provide advance communication of these monthly deadlines to the Submeter MDMA to the extent that billing periods are known prior to the start of the Pilot Terms.

5. **Transfer Testing.** Submeter MDMA must demonstrate ability to transfer a test meter data file, which can be successfully processed for subtractive billing by PG&E. The Transfer Testing may use the Minimum Transfer Requirement or the Alternative Transfer Requirement if offered by PG&E. Data transfer testing shall only be required during the MDMA registration process and thereafter as necessary.

6. **Process Updates.** Utilities may make periodic changes to the standard format for the MDMA to submit meter data. Submeter MDMAs may be required, at their cost, to make modifications and perform additional testing of their systems to support any changes required by the Utilities.

F. SUBMETER MDMA QUALIFICATION

Entities seeking to offer Submeter MDMA services for an electric vehicle (EV) submeter shall be required to submit a Submeter MDMA Registration Agreement if EVSP or entity seeks to offer such services. For Phase 1, the written request shall include the following information: name of the person or entity; business address and telephone number; intervals by which the EV submeter usage is measured, number of participants by customer class, utility service territory, whether the primary account is billed under a netting arrangement and all other data requirement found in the MDMA Registration form. Submeter MDMAs are required to register with the CPUC in order to participate in the Utilities' EV submetering programs. Upon receipt of the request, the CPUC's Energy Division (ED) shall be required to review the entities registration requirements. If the ED states that the proposed Submeter MDMA's educational and training requirements are sufficient, then the Submeter MDMA may begin offering Submeter MDMA services so long as it meets all the Submeter MDMA-related requirements.

G. SUBMETER MDMA VEE PERFORMANCE STANDARDS

1. Meet requirements established in the **"EV Submeter Pilot Data Reporting and Transfer Requirements" (Attachment 2)**

2. For the purposes of Phase 1 of the CPUC's EV "single customer of record" submetering pilot, the usage measured at the EV submeter will be used to allocate energy usage between a primary load and an electric vehicle. PG&E will accept the Submeter MDMA's data as being "valid" and bill both EV and primary accounts accordingly.

3. The Submeter MDMA must provide all of its EV submeter data to PG&E within 3 business days of PG&E's regularly scheduled meter read date. Any submetered data submitted after 5:00 pm Pacific Time of the third business day will not be incorporated into the customer's bill. If data is not received for any submeter billed interval within this timeframe, that interval will be considered as "zero" by PG&E when calculating the primary and EV submeter monthly bills. The 3 business day standard may be met by providing submeter data throughout the course of the month (e.g. on a weekly basis) if desired.

H. METER SYSTEM TESTING

An independent third party evaluator (3PE) will be allowed to field test up to five percent of the EV submeters within each of the utilities service territories for each phase of the EV pilot to evaluate the accuracy of the overall metering system at a customer site. The 3PE shall be allowed to select which EV meters to test, and the Submeter MDMA and its customers' shall provide the necessary access and assistance to facilitate such testing.

The submeter MDMA's will propose methodologies for testing and calibration for IOU review, consent, and subsequent implementation.

Submeter Manufacturer Certification & Accuracy: EVSE providers shall provide the respective utilities with documentation of their compliance with the "EV Submeter Pilot Phase 1 Performance Standards for Metering and Meter Data Management Agents" in general and the results of accuracy testing specifically for each submeter by serial number.

Attachment 2
EV Submeter Pilot Phase 1
Data Reporting and Transfer Requirements

IOU & MDMA Suggested Updates

I. INTRODUCTION

This document is intended to describe the data format and data transfer processes necessary for a Submeter Meter Data Management Agent (MDMA) participating in Phase 1 of the CPUC ordered Electric Vehicle (EV) Submetering Pilot (Pilot). Submeter MDMAs are expected to meet certain performance standards in the EV Submetering Pilot[1], including transferring submeter data to the California Investor Owned Utilities (IOUs) for the purpose of Subtractive Billing. This document provides information on EV Submeter data formats and transfer methods to be used in the Pilot.

Submeter MDMAs are expected to transfer Submeter Data to the Utilities using one of two methods: Either the Minimal Transfer Requirement, or the Alternative Transfer Option. The Utilities my offer the alternative option, but it may not be required of Submeter MDMA for the Pilot. Details to implement the Minimal Transfer Requirement are the focus of this document.

Additional Submeter MDMA activities are beyond the scope of this document, such as the process for a Submeter MDMA to register with an IOU and to signup customers for the Electric Vehicle Submetering Pilot. These additional activities are referenced herein, but the details are outside of the scope of this document.

II. TERMS AND DEFINITIONS

CSV – Comma Separated Values. The spreadsheet file format used in the Minimal Transfer Requirement. It is also a format used for Green Button subscription files.

DUNS number - Data Universal Numbering System. A nine digit number assigned by Dun & Bradstreet unique to a single business entity.

NAESB - North American Energy Standards Board. NAESB is the standards organization that created the ESPI standard, which is used by Green Button.

UTC Time - Coordinated Universal Time (UTC). A signed positive 64 bit integer value representing the number of seconds from midnight Jan 1, 1970, in UTC, not counting leap second corrections to UTC (35 seconds through 2012). So 5:00 PM EDT on September 22, 2013, has a UTC Time value of 1379883600")

[1] See: Phase One Performance Standards For Metering And Meter Data Agents Participating In California's Electric Vehicle Submetering Pilot

UUID - Universally Unique Identifier. UUID is used to identify entities such as Customer and Submeter MDMAs.

III. DATA FORMATS

This section describes the data file formats to be used in the Pilot. The two data formats available for this pilot are a Spreadsheet file format or the Green Button XML format. The spreadsheet format is for the Minimal Transfer Requirement.

A. Minimal Transfer Requirement

The spreadsheet data file format and name conventions are described below.

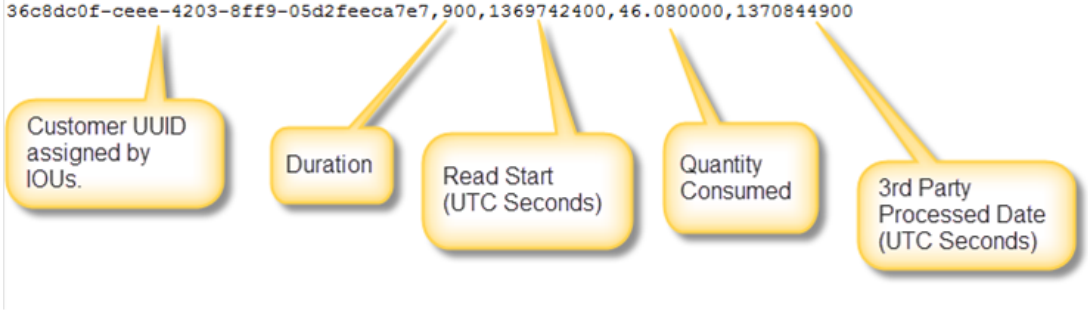
1. Spreadsheet Data Format

The Spreadsheet format is a simplified derivation of the Green Button XML format. The spreadsheet format allows Submeter MDMAs to transfer in one file EV Submeter data for multiple submeters and multiple days. The spreadsheet includes field headers with the following titles and meeting. The spreadsheet shall be transmitted in CSV file format.

Field Title	Field Description
Customer UUID	Assigned by IOU after a Registered Submeter MDMA completes the Customer enrollment with the IOU.
Interval Duration	Duration of data interval for the Read Quantity represented in seconds. Interval Duration is either “0900” for 15 minute intervals or “3600” for 60 minute intervals. Interval Duration is specified by the IOU based on the Primary Meter’s unit of measure and/or the IOU’s Subtractive Billing processes.
Read Date & Time	Date & Time for the start (beginning) of the data interval. Read Date & Time is expected to be at the top of the hour for 60 minute intervals (e.g., UTC Time equivalent of 10:00 am, 11:00 am,), or on the quarter hour for 15 minute intervals (e.g., UTC Time equivalent of 10:15 am, 10:30 am, 10:45 am, 11:00 am). A read Date & Time record is required for every interval every day, even when the Read Quantity is zero. (Formatted UTC Time, see terms and definitions)
Read Quantity	Interval value in Watt hours. (Formatted Decimal 12/6 with zero padding on the right, and none on the left)
Date Processed	Date the data was loaded into the spreadsheet by Submeter MDMA. (Formatted UTC Time, see terms and definitions)

Below is an example of the spreadsheet file: (UTC Seconds in the example represent UTC Time)

```
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369728900,40.640000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369729800,41.120000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369730700,43.040000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369731600,41.280000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369732500,39.840000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369733400,39.360000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369734300,40.000000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369735200,40.000000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369736100,39.200000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369737000,40.160000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369737900,40.000000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369738800,45.440000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369739700,45.280000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369740600,43.520000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369741500,38.880000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369742400,46.080000,1370844900
```



2. Spreadsheet File Minimum Data Transfer Requirements

To facilitate data processing and possible data troubleshooting, minimum data transfer requirement are defined.

1. No partial day data will be processed by the IOU.
    a. Spreadsheet files shall contain a minimum of 24 hours of interval data. (e.g., 96 consecutive intervals assuming 15 minute intervals, or 24 consecutive intervals assuming 60 minute intervals.)
    b. Spreadsheet files shall contain a read Date & Time record for every interval, even when the interval's Read Quantity is a zero or a missing value.
    c. Missing values shall be represented with a zero values.
    d. SCE and SDG&E expect 96 consecutive intervals in a day; PG&E expects 24 consecutive intervals in a day for Residential submeters and 96 consecutive intervals in a day for Commercial & Industrial submeters.
2. IOUs recommend daily file transfers.
    a. Daily file transfers may contain Date & Time records for multiple days.
    b. Daily file transfers containing Date & Time records for multiple days, shall contain all expected consecutive intervals (e.g., no missing intervals or gaps in intervals)
    c. Daily file transfers may contain repeated or corrected Date & Time records. IOU will use the most recently received and processed interval record(s), when billing the submeter data. IOU may not correct Date & Time records for intervals previously billed.

3. Date & Time records should not be delayed by more than three days. Records delayed by three or more days may not be processed for billing, due to the Pilot requirement that meter data is to be sent 3 days after the customer's billing period.

3. Spreadsheet File Name Structure

The CSV spreadsheet files transferred by the Submeter MDMA to PG&E shall use the following file naming structure:

"MDMA-DUNS_IOU-DUNS_EVSP_YYYYMMDDHHMMSS.CSV"

File Name Component	Component Description
MDMA-DUNS	The nine digit DUNS Number of the Submeter MDMA registered with the IOU and provided to the IOU as part of the Submeter MDMAs Registration process. (Format numeric 9, all formatting dashes omitted)
IOU-DUNS	The nine digit DUNS Number of the IOU and provided by the IOU as part of the Submeter MDMA Registration process. (Format numeric 9, All formatting dashes omitted)
EVSP	Hard coded "EVSP" to identify the file as part of the EV Submetering pilot application.
YYYYMMDDHHMMSS	The date and time the spreadsheet file was created by the Submeter MDMA, based on MDMA's local time as determined by MDMA. Purpose of this file name component is to determine time sequence of files sent from an individual MDMA.
Example file name: "987654321_123456789_EVSP_20130428245959.csv"	

B. Provision of UUIDs to Submeter MDMAs

The provisioning of UUIDs consists of transferring the Customer UUIDs from the IOU to the Submeter MDMA. . The Customer UUIDs are assigned by IOU after the MDMA's approved registration into the EV Submetering Pilot, and after a Registered Submeter MDMA submits a valid Customer Enrollment form to IOU. The Customer UUIDs are sent by encrypted email from IOU to the MDMA or by the EVSP Enrollment report described below in section Enrollment and Exception Reporting to Submeter MDMAs.

The Customer UUIDs will be sent to the Submeter MDMA in a CSV file containing both the UUID and the corresponding Unique Submeter Device Identifier (aka, Submeter Serial Number) for the customer's service. See EVSP Enrollment Data Format below for more details.

IV. DATA TRANSFER METHODS

The IOUs each have slightly different methods to send and receive Minimal Transfer Requirement spreadsheet files and Green Button XML format files. This section describes PG&E's methods.

PG&E uses sFTP to receive both the Spreadsheet Format and Greenbutton Format data files from MDMAs. For the phase 1 pilot, PG&E will only support receiving the Spreadsheet format from MDMAs and only provide MDMAs enrollment files (no providing of Exception Reporting files for phase 1).

PGE&'s preference is for MDMAs to push data files to our hosted sFTP servers (Inbound) and to pull enrollment files from our SFTP servers (outbound).

Per PG&E's preferred method, PG&E will provide MDMAs the following information:

1. IP Address
2. Assigned Username
3. Password or log in key (for key connectivity)
4. MDMAs to provide PG&E:
    a. Name, email, and telephone number of MDMA's connectivity contact person(s).
    b. Filename(s)

If file encryption is required, PG&E will provide the MDMA with PG&E's PGP Public Key.
If necessary, PG&E can support pulling data files from MDMAs external servers (inbound) and pushing enrollment files to MDMA servers (outbound). To support this, PG&E will require the following information from the registered MDMA:
Files Inbound to PG&E:

1. SSH2 RSA 2048-bit key. This is used for validating the sFTP Connection. PG&E does use passwords as an alternative.
2. Hostname / IP address
3. Download folder path
4. Filename(s)
5. Name, email, and telephone number of MDMA's connectivity contact person(s).

Files Outbound from PG&E:

1. Hostname / IP address
2. Username
3. Password (or log-in key will need to be exchanged)
4. Upload folder path
5. Name, email, and telephone number of MDMA's connectivity contact person(s).

If file encryption is required, PG&E will provide the MDMA with PG&E's PGP Public Key.

V. ENROLLMENT AND EXCEPTION REPORTING TO SUBMETER MDMAS

Enrollment information and reporting of errors or exceptions in the submeter CSV Spreadsheet format from PG&E to Submeter MDMA may be provided in CSV formats described below. These reporting CSV files will be transferred from PG&E to the Submeter MDMA using the outbound Data Transfer Methods described above.

A. Enrollment and Exception Reporting File Name Structure

The CSV files transferred by PG&E to Submeter MDMA shall use the following file naming structure:

"MDMA-DUNS_IOU-DUNS_EVSPENROLLMENTS_YYYYMMDDHHMMSS.CSV"
"MDMA-DUNS_IOU-DUNS_EVSPEXCEPTIONS_YYYYMMDDHHMMSS.CSV"

See the Spreadsheet File Name Structure section above for additional description of the file name components.

B. EVSP Enrollment Data Format:

Field Title	Field Description
Transaction Type	Valid values are: • "New Enrollment" • "Enrollment Termination" (Formatted alpha-numeric)
Customer UUID	Assigned by IOU after a Registered Submeter MDMA completes the Customer enrollment with the IOU. The "New Enrollment" transaction file is the vehicle to initially transmit the UUID to the MDMA. Submeter MDMA will receive a Customer UUID for every Unique Submeter Device Identifier.
Unique Submeter Device Identifier	The Unique Submeter Device Identifier (aka Submeter Serial Number on the Customer Enrollment Form) provided by the Submeter MDMA during the Customer enrollment process. This identifier is unique to each submeter and provided by the MDMA. This identifier is expected not to change during the Phase I pilot. In the event of a submeter replacement, MDMA shall report data for the replacement submeter using the previously assigned Customer UUID. (Formatted alpha-numeric maximum 17 characters)
Effective Date	First date IOU will accept Submeter data from the MDMA. (Formatted UTC Time, see terms and definitions)
Termination Date	Date of the last day the EV submetering data will be used for subtractive billing. A new enrollment will not have a Termination Data (blank field); an Enrollment Termination will have a Termination date. For the Phase I pilot an Enrollment Termination will be sent after the 11th billing month. MDMA are expected to submit to IOU an Enrollment Termination, in the event their customer discontinues Submetering service. (Formatted UTC Time, see terms and definitions)

C. EVSP Exception Data Format:

If the IOU processing the MDMA's submetering data detects an error or exception within the spreadsheet data file, the IOU, at its own discretion, may elect to provide the MDMA with an exception notice. One method of sending an exception notice from the IOU to the submeter MDMA is an Exception Data file in the following format:

Field Title	Field Description
Customer UUID	Assigned by IOU after a Registered Submeter MDMA completes the Customer enrollment with the IOU.
Originating File Name	CSV file name provided by the Submeter MDMA which generated the exception (formatted MDMA-DUNS_IOU-DUNS_EVSP_YYYYMMDDHHMMSS.CSV)
Date Processed	Date Processed by PG&E. (Formatted UTC Time, see terms and definitions)
Exception Error	A description of the error generated by the CSV file provided by the Submeter MDMA. Example exception-errors may include: • Invalid Enrollment - Customer and/or Device Invalid. • Invalid Data - Negative Values not allowed. • Invalid Data - Partial Data Found. • Invalid Data - Data received that is before or after the enrollment. • Invalid Enrollment - Customer and/or Device Invalid. (Formatted alpha-numeric, up to 255 characters)

VI. ALTERNATIVE TRANSFER OPTION (GreenButton format)

The IOUs my offer an alternative data transfer option, but the option may not be required of Submeter MDMA for the Pilot. The Alternative option described in this document is the Extensible Markup Language (XML) Green Button format.

The expected XML data format for EV Submetering data is the forthcoming NAESB Green Button Connect My Data standard for bulk transfer (Bulk Standard). This forthcoming standard is under development by NAESB and expected to be completed in early 2014.

The XML format for the Bulk Standard is a modification of the NAESB Green Button Connect XML[2]. The batch modifications to the Green Button Connect XML are outlined in the document titled Authorization and Bulk Transfer in Green Button Connect My Data.[3] Section 2.5 of the document describes Use Case #13: Bulk Transfer of Multiple Authorized Resources.

Please note the majority of the document titled Authorization and Bulk Transfer in Green Button Connect My Data, relates to an OAuth Authorization method which is not utilized in the EV Submetering Pilot.

The current ESPI Schema is available at the following webpage:

[2] See REQ.21 – Energy Services Provider Interface, NAESB 2010, http://www.naesb.org/ESPI_Standards.asp

[3] See: http://osgug.ucaiug.org/sgsystems/OpenADE/Shared%2520Documents/Testing%2520and%2520Certification/GreenButtonTestPlan/referenceMaterial/GreenButtonAuthorization.docx&sa=U&ei=mhFYU9PoLYWryAT1jYHoCQ&ved=0CBsQFjAA&usg=AFQjCNEwqtjaVvo3Al6tgJlkeBnCt_3C1g

http://naesb.org/termsofuse_form.asp?doc=espi.xsd

ELECTRIC SAMPLE FORM 79-1159
ELECTRIC VEHICLE SUBMETERING PILOT (PHASE 1)
CUSTOMER ENROLLMENT AGREEMENT

Please Refer to Attached
Sample Form

ELECTRIC VEHICLE SUBMETERING PILOT (PHASE 1) CUSTOMER ENROLLMENT AGREEMENT

I. Customer Enrollment Agreement - Electric Vehicle Submetering Pilot (Phase 1)

TERMS AND CONDITIONS

This Participation Agreement ("Agreement"), effective upon the date a Customer Enrollment Agreement is submitted, is entered into between Pacific Gas and Electric Company ("PG&E"), a California corporation, with principal offices located at 77 Beale St, San Francisco CA 94105, and customers that receive electric service from PG&E (hereafter, "Participant," "Customer," or "you"). PG&E and Participant are referred to jointly as "Parties."

A. PURPOSE AND OVERVIEW OF THE PHASE 1 PILOT

PG&E is conducting a temporary Plug-in Electric Vehicle (EV) Submeter Pilot. To participate in Phase 1 of the Pilot, Customers must read and agree to the terms and conditions of this Agreement and be eligible for an applicable separately-metered EV Rate. The customer enrollment process is described in the Customer Enrollment Agreement.

The applicable EV Rates require a separate meter to measure only the energy used to charge electric vehicles, which will be charged at a different rate than the rest of your residence or business. For this Pilot, the separate meter must be a submeter owned by the Customer or by a third party. This Pilot is available to eligible customers within all of PG&E's service districts and limited to 500 submeters on a first-come, first-served basis. Customers on a Net Energy Metering (NEM) rate are eligible but will be limited to 20% of the participation cap.

As a Participant in this Pilot, you agree to install an eligible Customer- or third party-owned submeter that meets the California Public Utilities Commission (CPUC)--approved Standards for Metering Products (accuracy and intervals) for the exclusive use of tracking the energy used to charge your electric vehicle to be billed on the applicable submeter Rate. Your Submeter Meter Data Management Agent (Submeter MDMA) will be required to collect and transmit your submeter usage data to PG&E as scheduled in the required format in compliance with the Submeter MDMA Performance Requirements (copy available upon request). You will retain sole responsibility for paying the entire monthly bill including EV and other charges regardless of any agreement between you and your Submeter MDMA.

This Pilot will begin on September 1, 2014. Any Customer enrolled in the Pilot will be eligible to participate for no more than 12 consecutive billing cycles; however the Customer may terminate participation in the pilot at any time. When Pilot participation ends, the submeter Rate will be terminated for the submetered account. Thereafter, any future electric vehicle charging will be billed at the Customer's otherwise applicable tariff rate for the primary meter. Customers are encouraged to contact PG&E to discuss available electric vehicle rates.

In addition, you agree to provide an independent evaluator paid by the Investor Owned Utilities (IOUs) with feedback on your experiences with Pilot participation, including enrollment, equipment installation, and billing. In accordance with the CPUC's instruction, this survey will not be burdensome. Additionally, you may be required to provide access to your home or facility for the evaluator to perform tests on your submeter. Such submeter testing is only required of five percent of participating customers. If your submeter is selected for testing, tests will be arranged at a convenient time, and your MDMA may be present. No adjustments to your primary or submetered accounts billed over the course of your participation in the Pilot will be made regardless of whether the submeter is found to violate CPUC meter accuracy standards.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

B. ELIGIBILITY

To be eligible to participate in the Pilot, Participants must:

1. Have an active PG&E service account;
2. Have an eligible PG&E interval data recorder (IDR) meter;
3. Charge a plug-in electric vehicle at that account;
4. Have an approved submeter installed for the exclusive use of tracking the energy used to charge your electric vehicle;
5. Be a Bundled Service Customers or Community Choice Aggregation (CCA) customer (i.e. does not participate in Direct Access (DA) or Community Aggregation (CA) service;
6. Not participate in either the Balance Payment Plan or Automatic Payment Plan options offered by PG&E for the duration of their participation in this pilot if their Submeter MDMA provides remittance payments to PG&E. If participant is already enrolled in one of these plans, they must unenroll for just the duration of their participation in this pilot.

C. DUTIES AND OBLIGATIONS OF PG&E:

PG&E will:

1. Respond promptly to questions from a Submeter MDMA on customer's eligibility without disclosing confidential customer data.
2. Enroll you in the Pilot beginning with your next PG&E billing period, provided that you or your Submeter MDMA has submitted your complete Customer Enrollment Agreement at least five (5) business days prior to the end of your current billing period.
3. Receive your submeter EV usage information from your Submeter MDMA;
4. Use this information to separately calculate your usage for charging your electric vehicle on the applicable EV rate and the rest of your home or business usage on your current rate. Accuracy of your bill is dependent on receiving timely and accurate information from your Submeter MDMA and the accuracy of the submeter itself.
5. Late or incomplete EV submeter usage information will be disregarded (treated as if there was no EV usage for the time interval(s) involved) only where the Submeter MDMA action is the cause of the data transmission failure. As a result, any actual EV charging during these intervals will be billed at your current rate and will not be adjusted in any future bills if any EV usage data is subsequently received.
6. Provide you a summary bill reflecting all of your charges, including your submetered EV usage;
7. After 12 consecutive billing cycles PG&E will close your submeter account. Your entire usage will then be charged at your otherwise applicable rate.
8. Commercial/Industrial customers with submeter usage billed under a Time-of-Use tariff, shall receive a payment applied as a bill credit of $20/month per submeter. PG&E may petition the CPUC's Energy Division to terminate this ongoing customer payment, with no cost, liability, or further obligation, if Submeter MDMA fails to meet its performance requirements. These payments are applicable only for Phase 1 of the Pilot, which ends after 12 billing cycles for a customer participant and no later than August 31, 2016.

D. DUTIES AND OBLIGATIONS OF PARTICIPANT:

Participant or its agent will:

1. Install or have installed a qualified submeter[1] for the exclusive use of tracking the energy used to charge your electric vehicle;
2. Own the EV submeter and be entirely responsible for its ongoing maintenance and services.
3. Request the submeter to be placed on an applicable EV rate schedule for its electric vehicle charging usage during the Pilot.
4. Have a Submeter MDMA provide PG&E with your submeter usage data as scheduled in the required format in compliance with the MDMA performance requirements (copy available upon request).
5. The Submeter MDMA must report a customer drop out or change of address to PG&E within 10 days.

Participant will:

1. Provide an independent third party evaluator with feedback on your experiences with Pilot participation, including enrollment, equipment installation, and billing.
2. Agree that the EV submeter and submeter usage information may not meet the accuracy standards or metering tariff standards required by PG&E for general billing purposes, and waive all rights and remedies related to such accuracy standards and metering tariffs, including any information provided to Participant based on such submeter usage or other information through other PG&E programs or services. In addition, for purposes of the Pilot, Participant's EV usage will be billed solely based on the submeter data provided by the Submeter MDMA, which is solely responsible for the accuracy and timely delivery to PG&E of submeter usage information.
3. If selected, provide access and assistance to facilitate random meter testing by an independent 3rd Party Evaluator.
4. In the event the Participant has a change of address, be allowed to re-enroll for the remainder of the Participant's pilot term. For customers that relocate within the service territory: 1) their MDMA must submit a separate Customer Enrollment Agreement for their new service address at least five days before the end of the current billing period; and 2) they are eligible to reenroll in the Pilot after the Enrollment Period. Similarly, for customers that relocate to another IOU's service territory, they may reenroll if PG&E's 500 submeter limit has not been met.
5. Retain sole responsibility for paying the entire monthly bill including EV and other charges regardless of any agreement between you and your Submeter MDMA.

E. TERMINATION:

1. This Agreement shall be effective for no more than 12 consecutive billing cycles after Pilot enrollment.
2. PG&E may petition the CPUC's Energy Division to terminate this Agreement, with no cost, liability, or further obligation, if Submeter MDMA fails to meet Submeter MDMA performance requirements for three consecutive months.

[1] The IOUs included CPUC's Energy Division's Temporary Submetering Performance and Data Communication Requirements in EV Submeter Pilot Phase 1 Performance Standards for Metering and Meter Data Management Agents.

3. PG&E shall have the right to modify or immediately terminate this Agreement upon written notice to Participant if PG&E determines this Agreement would be inconsistent with, or violate any rule, regulation, or policy of the CPUC or other applicable laws or where Participant fails to satisfy its obligations as set forth in Section D above.
4. Participant shall notify PG&E promptly if Participant no longer desires to participate in the Pilot.
5. PG&E will notify the Participant if the Submeter MDMA service is terminated and the Participant may complete the remainder of the pilot subject to completing the requirements to re-enroll with an alternative Submeter MDMA.

F. NOTICES

PG&E will provide notices to Customer about this Pilot by email or mail to the customer name and address listed on the Customer Enrollment Agreement. Notices from customer to PG&E hereunder shall be in writing and must be either personally delivered; sent by facsimile transmission; or sent by registered or certified mail, postage prepaid, return receipt requested, as follows:

To PG&E:

PG&E Records Unit
PO Box 8329
Stockton, CA 95208
1-800-PGE-5000 (1-800-743-5000)

To Participant: Customer name and address as identified on PG&E customer account.

G. LIMITATION OF LIABILITY:

1. Participant shall indemnify, hold harmless and defend PG&E and its directors, employees, agents, and contractors from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, arising from, or in connection with, this Agreement, unless solely caused by the negligence or willful misconduct of PG&E.
2. In no event shall PG&E be liable for any incidental, indirect, special, consequential, or punitive damages (including lost income), for any cause of action, whether in contract or tort, arising in any manner from this Agreement or the performance or non-performance of its obligations under this Agreement, regardless of the cause or foreseeability thereof. Unless solely caused by PG&E's negligence or willful misconduct, and except as expressly stated otherwise in this Agreement, PG&E shall not be liable for any costs, liabilities, claims or expenses in connection with this Agreement, including any loss or damage to any Participant's property. Further, the amount of PG&E's aggregate liability or damages shall not exceed ten thousand dollars ($10,000.00).
3. Participant acknowledges that PG&E has not promised Participant energy or bill savings from use of the EV submeter and/or participation in the Pilot.
4. Participant will hold PG&E harmless for its participation in and use of any other PG&E programs or features during the course of this Pilot. Programs such as My Account and Green Button may be available to customers participating in this Pilot but the data may not be all inclusive.
5. Participant will hold PG&E harmless for its inability to participate in PG&E's Automatic Payment and Balance Payment Plan, during the course of this Pilot.

H. WARRANTY DISCLAIMER:

PG&E makes no warranties, whether statutory, express, or implied, including, but not limited to, any warranties regarding the safety, design, construction, function, performance, fitness for a particular purpose, or placement of customer-owned or third party owned submeters, or any benefits to be derived from the placement, operation, or use of the customer owned or third party owned submeters.

I. APPLICABLE LAW:

This Agreement shall be interpreted, governed and construed under the laws of the State of California, without reference to its choice of law provisions, and it is subject to modifications by the California Public Utilities Commission in the exercise of its jurisdiction.

J. ENTIRE AGREEMENT:

This Agreement contains the entire agreement and understanding between the Parties related to Participant's participation in the Pilot, except for additional terms and conditions that are subsequently made a part of PG&E's tariffs as part of the further implementation of this Pilot. This Agreement supersedes all prior representations and discussions between PG&E and Participant pertaining to its subject matter. 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.

K. **APPLICABLE PG&E RATE FOR PHASE ONE OF THIS PILOT**:

1. Where the Primary Meter qualifies for Residential Service:

   •*Rate Schedule EV, option B*

2. Where the Primary Meter qualifies for Commercial/Industrial Service

   Rate Schedule A-1 or B-1 (customers < 75 kW)

   Rate Schedule A-10 or B-10 (customers > 75 kW < 500 kW)

   Rate Schedule A-6 or B-6 (customers with demands < 500 kW)

   Rate Schedule NEM may be applied as a "rider" to all the schedules above and would be applicable to customers with photovoltaic (PVs) meeting the tariff requirements.

More detail on these rates can be found at **http://www.pge.com/tariffs**

Customer Enrollment Agreement Instructions

STEP 1: Read the Plug-In Electric Vehicle Submetering Pilot (Phase 1) Participation Agreement in its entirety

STEP 2: Install an eligible Submeter(s), if not already installed, owned or leased by you or your Electric Vehicle Service Provider (EVSP)

STEP 3: Retain the services of a PG&E-approved Submeter Meter Data Management Agent (Submeter MDMA)

STEP 4: Complete this Customer Enrollment Agreement (Your Submeter MDMA may assist you with completing the form)

STEP 5: Sign the last page of this form (Section 4) to authorize the Entire Agreement

STEP 6: Have your Submeter MDMA sign the last page of this form (Section 5) to authorize the Entire Agreement

STEP 7: You or Your Submeter MDMA must submit this Customer Enrollment Agreement to PG&E for processing

- Retain a copy of the completed Agreement for your records
- You or your Submeter MDMA must submit this Agreement at least five (5) business days before end of your billing period for you to be enrolled in the next billing period
- Form may be submitted to PG&E at the contact below:

PG&E Records Unit
PO Box 8329
Stockton, CA 95208
1-800-PGE-5000 (1-800-743-5000)

- Commercial Customers supported by a PG&E Representative may be provided this form directly

Processing:
PG&E will review the Agreement and reply as follows:

- If Agreement is incomplete or inaccurate: You and your Submeter MDMA are notified. You and your Submeter MDMA complete Agreement and resubmits to PG&E
- If Agreement is complete: Enrollment process continues. Upon completion, PG&E will inform you and your Submeter MDMA when your EV Submetering Pilot (Phase 1) participation begins.

Authorization To Release Customer information And Act On A Customer's Behalf

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED:

By signing this form to add the customer service account(s) set forth below, I, Customer, authorize my Agent (the Submeter MDMA) to act on my behalf to request and receive billing, usage, and meter data for the account(s) specified herein, to the extent such billing, usage, and meter data is associated with my dates of enrollment in the Pilot. This authorization also provides authority to the Submeter MDMA to act on my behalf of request rate changes necessary to participate in the Pilot.

I (Customer) authorize my Submeter MDMA to act on my behalf to perform the following selected specific acts and functions:

1) Yes ☐ No ☐ Request rate changes necessary for me to participate in the Electric Vehicle Pilot (Phase 1).
2) Yes ☐ No ☐ Receive a copy of my monthly PG&E bill for the duration of my participation in the Electric Vehicle Pilot (Phase 1).

Authorization is given for the period commencing with the date of execution of this Agreement until either the pilot ends or I decide to terminate my participation. If I, Customer, wish to release additional information to my agent, Submeter MDMA, or extend the timeframe during which this information will be released, I acknowledge that I must complete, sign and submit PG&E Form (79-1159).

Yes ☐ No ☐ I (MDMA) will provide PG&E remitted payments to be credited toward (Customer's) account as part of my submetering service.

I understand that if my submeter MDMA provides remittance payments to PG&E, I cannot participate in either the Balance Payment Plan or Automatic Payment Plan options offered by PG&E for the duration of my participation in this Pilot. If I am already enrolled in one of these plans, I must unenroll for the duration of my participation in this Pilot.

RELEASE OF ACCOUNT INFORMATION:

I (Customer), _____(print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed on this form and that I have authority to financially bind the Customer of Record. I further certify that my Submeter MDMA, _____ (print name of Submeter MDMA), has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above, including rate changes. I understand that PG&E reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize PG&E to release the requested information on my account or facilities to the above Submeter MDMA who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Submeter MDMA pursuant to this Authorization; 2) the unauthorized use of this information by my Submeter MDMA; and 3) from any actions taken by my Submeter MDMA pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request.

REVOCATION:

Customer may cancel this Authorization at any time by contacting PG&E at (415) 973-0335. Consent from the Submeter MDMA is not required for Customer to cancel this Authorization. To the extent the Pilot

expires or otherwise terminates, the Authorization granted herein will automatically be revoked regardless of whether the Customer submits a request to cancel the Authorization.

Entire Agreement This Agreement, together with the applicable EV Rate and Plug-in Electric Vehicle Submetering Pilot Terms and Conditions, contains the entire agreement and understanding between the Parties related to Participant's participation in the Pilot, except for additional terms and conditions that are subsequently made a part of PG&E's tariffs as part of the further implementation of this Pilot. This Agreement supersedes all prior representations and discussions between PG&E and Participant pertaining to its subject matter.

Section 1 Property Type (Check one)

❑ Detached Home (Residential)
❑ Multi-family Dwelling/Attached Home (Residential)
❑ Commercial (Business)

Section 2 PG&E Customer Account Information

_ _ – _ _ _ – _ _ _ – _ _ _ _
Customer
Account Number *(Appears below your name on your PG&E bill)*

_ _ _ _ _ _ _ _ _ _
Primary PG&E Electric Meter ID Number

Print First and Last Name *(As it appears on the PG&E bill)*

Customer Account Street Address

City | State | Zip

Telephone Number | Email Address (To be used for communications regarding Pilot)

If Commercial Account: Business Name | Contact Name | Title

** Alternate Mailing Address (Provide if applicable):*

Street Address

City | State | Zip

Section 3 **Submeter Information** *(If customer elects to have multiple Submeters, up to 19, please attach separate sheet for each submeter. Note: Multiple level submeters not allowed.)*

Submeter unique identifier *(Appears on the Submeter)*

Submeter Provisioning

Date Submeter(s) installed:

Expected Level of EV Charging (Level 1, 2 or 3)

Check all applicable statements:

☐ I (customer) verify that any Electric Vehicle Supply Equipment (EVSE), EVSE with embedded submeter, and/or stand-alone submeter installed prior to the Pilot was certified by an Occupational Safety & Health Administration (OSHA)-approved Nationally Recognized Testing Laboratory (NRTL). Any EVSE, EVSE with embedded submeter, stand-alone submeter, and related PEV charging circuits, were installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and obtained any required inspection and approval by the local Authority Having Jurisdiction (AHJ). The OSHA-approved list of NRTLs is maintained at: https://www.osha.gov/dts/otpca/nrtl/.

EVSE:	Manufacturer:	Model:	☐ NRTL Certified
EVSE with embedded submeter:	Manufacturer:	Model:	☐ NRTL Certified
Stand-alone submeter:	Manufacturer:	Model:	☐ NRTL Certified

☐ I (customer) verify that any EVSE, EVSE with embedded submeter, and/or stand-alone submeter installed as part of the Pilot is Underwriters Laboratories (UL)-certified or meets PG&E safety standards. Any EVSE, EVSE with embedded submeter, stand-alone submeter and related PEV charging circuits were installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and obtained any required inspection and approval by the local AHJ.

EVSE:	Manufacturer:	Model:	☐ UL Certified
EVSE with embedded submeter:	Manufacturer:	Model:	☐ UL Certified
Stand-alone submeter:	Manufacturer:	Model:	☐ UL Certified

Section 4 **Customer & Submeter MDMA Authorization**

[This form must be signed by someone who has authority to financially bind the customer]
[for example, CFO of a company or City Manager of a municipality]

Authorized Customer Signature	Print Name
Date	Phone Number
City and State Where Executed	

****

I (Submeter MDMA), hereby release, hold harmless, and indemnify PG&E from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes provided such utility action is consistent with applicable CPUC orders, tariffs and regulations.

Authorized Agent Signature	Company Name
Agent Name (Print)	Title
Street Address	Phone Number
City, State, ZIP	Email Address
Date	City and State Where Executed

ELECTRIC SAMPLE FORM 79-1160
DEMAND RESPONSE PROVIDER (DRP)
SERVICE AGREEMENT

Please Refer to Attached
Sample Form

DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT

This Demand Response Provider ("DRP") Service Agreement ("Agreement") is made and entered into as of this ___day of_____, by and between "_____" ("DRP"), a _____ organized and existing under the laws of the state of _____, and the Utility, "Pacific Gas and Electric Company" ("PG&E"), wherein PG&E is a corporation organized and existing under the laws of the state of California. From time to time, DRP and PG&E shall be individually referred to herein as a "Party" and collectively as the "Parties."

1. General Description of Agreement

1.1. This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference, and the Parties are also bound by the requirements of Electric Rule 24, which this Agreement is intended, in part, to effectuate. This Agreement and Electric Rule 24 shall govern the business relationship between the Parties hereto by which DRP shall offer Demand Response Provider Demand Response Service (DRP DR Service) in the California Independent System Operator's (CAISO's) wholesale electricity markets through transactions with bundled service customers in PG&E's service territory. Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers, consistent with Rule 24, Section C. Except where explicitly defined herein, the definitions controlling this Agreement are contained in PG&E's Rule 1, Definitions, and/or Rule 24, Direct Participation Demand Response.

1.2. The form of this Agreement has been developed as part of the California Public Utility Commission's (CPUC's or Commission's) regulatory process, was intended to conform to CPUC directives, was filed with and approved by the CPUC for use between PG&E and a DRP participating in the wholesale market with the PG&E's bundled service customers, and may not be waived, altered, amended or modified, except as provided a) herein or in Rule 24 or b) as may otherwise be authorized by the CPUC. Each party shall be responsible for keeping up-to-date on Commission-authorized changes.

2. Representations

2.1. Each Party agrees to remain in compliance with the terms of this Agreement, Rule 24, as amended from time to time upon CPUC approval, and other applicable Commission rules and requirements regarding use of the PG&E's bundled load to provide demand response in the wholesale electricity market.

2.2. Each person executing this Agreement for the respective Parties expressly represents and warrants he or she has authority to bind the entity on whose behalf this Agreement is executed.

2.3. Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

2.4. Each Party shall (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

2.5 As two (2) DRPs may be involved with providing DR Services for a single customer into the wholesale electricity market, the DRP represents that, in so far as it is partnering with another DRP to provide these services, the division of total responsibilities as contained in Rule 24 and its associated contracts has been parsed out between the parties such that all responsibilities have been met through one or more commercial agreements. Each partnering DRP is required to sign this Service Agreement and register DRP status with the Commission.

3. Term of Service

The term of this Agreement shall commence on the last date of execution by both Parties hereto (the "Effective Date") and shall terminate on the earlier of (a) the date the DRP informs PG&E it is no longer operating as a DRP for PG&E's customers; (b) upon termination pursuant to Section 5 hereof; (c) the effective date of a new DRP Service Agreement between the Parties hereto, or (d) upon relevant modification of Rule 24 that materially affects this Agreement. Notwithstanding the Effective Date of this Agreement, the DRP acknowledges it may only offer Demand Response Service to customers effective on or after the CPUC-approved date for commencement of such services by DRPs, and only after it has fulfilled the provisions of Rule 24, Section E.1 and E.3 (CPUC requirements for DRPs enrolling Bundled Service customers).

4. Billing, Metering, Payment, Other Duties

4.1. Metering services that are available to the DRP shall be as described in PG&E's Electric Rule 24, Section F.

4.2. PG&E will bill and the DRP agrees to pay for all services and products provided by PG&E, and approved by the CPUC, related to direct participation demand response services in accordance with the terms and conditions set forth in Electric Rule 24 and any fee schedule to be adopted in cost recovery application, hereinafter Schedule E-DRP. Any services provided by the DRP to PG&E shall be by separate agreement between the Parties and are not a subject of this Agreement.

4.3. PG&E, to the extent it is acting as the Meter Data Management Agent (MDMA), agrees to provide meter data to the DRP, in accordance with Sections D and F of Electric Rule 24. MDMA services, requested by the DRP or its customers, may be provided by PG&E subject to a separate agreement or an otherwise applicable tariff.

4.4. DRP may request access from PG&E to customer-specific electric energy usage data subject to obtaining customer authorization and consistent with Commission precedents and orders governing customer data access, as described in PG&E's Electric Rule 24, Section D. Customer data may also be obtained through Data Pulse Equipment installed by PG&E provided the DRP has obtained customer consent for such utilization and provided that acquisition of data and such utilization does not interfere with PG&E's metering equipment. DRP will be responsible for installation costs. Upon mutual agreement of the parties, customers may authorize DRP access to data using electronic means. As soon as reasonably practical, electronic authorization of third-party data access should supersede paper forms.

4.5. To the extent a customer indicates on the Customer Information Service Request Form for Demand Response Providers (CISR-DRP) that it authorizes its DRP to notify PG&E of the customer's disenrollment from Demand Response Service pursuant to the relevant checkbox on the Form CISR-DRP, the DRP must effectuate the customer's wishes by notifying PG&E immediately so that PG&E can terminate transmission of the specified data to the DRP. The DRP releases, holds harmless and indemnifies PG&E from any liability, claims, demands,

causes of action, damages or expenses resulting from any failure to timely notify PG&E of the customer's disenrollment. In the event that the customer, not the DRP on the customer's behalf, revokes access to customer meter data, PG&E shall provide the DRP with immediate notice of the revocation.

4.6. In accordance with Rule 24, Section H, the DRP must establish a security deposit limited to twice the estimated maximum monthly bill for PG&E charges under this Agreement.

5. Events of Default and Remedy for Default

5.1. An Event of Default under this Agreement shall occur if either Party breaches a material term of this Agreement or PG&E's Electric Rule 24 and does not cure such breach within thirty (30) calendar days of receipt of written notice from the non-defaulting Party, or within such time as may be provided by this Agreement or Rule 24.

5.2. In the Event of Default, the non-defaulting Party shall be entitled (a) to exercise any and all remedies available under PG&E's Electric Rule 24; (b) to the extent not inconsistent with PG&E's Electric Rule 24, to exercise any and all remedies provided for by law or in equity; and (c) to terminate this Agreement upon written notice to the other Party which shall be effective upon the receipt thereof.

5.3. Breach by any Party hereto of any provision of Rule 24 shall be governed by applicable provisions therein and each Party will retain all rights granted thereunder.

6. Nondisclosure

6.1. Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Without limiting the foregoing, Confidential Information shall also include customer-specific information transmitted by PG&E to the DRP regarding location of customer service accounts on the CAISO grid (Sub-Lap and pNode), service voltage, meter numbers and types, the identity of customers' MDMA, Meter Service Provider and Load Serving Entity, and any Unique Customer Identifier(s) assigned by PG&E and entered into CAISO's Demand Response System by a DRP. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. These obligations with respect to treatment of Confidential Information shall survive this Agreement pursuant to Section 22.8 below. Customers' interval usage data, disclosed by PG&E subject to customer authorization via Form CISR-DRP, shall not be considered Confidential Information as defined in this Agreement. However, the DRP is subject to Rule 27 as a Covered Entity to the extent that the DRP receives interval usage data for more than ten customers.

6.2. Notwithstanding the foregoing, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

7. Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the total amount paid or payable to PG&E under this Agreement or Schedule E-DRP during the six-month period immediately preceding the event giving rise to the claim(s). In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

8. Indemnification

8.1. To the fullest extent permitted by law, and subject to the limitations set forth in Section 7 of this Agreement, each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, and its current and future direct and indirect parent companies, affiliates, subsidiaries and their shareholders, officers, directors, employees, contractors agents, servants, successors and assigns (collectively, the "Indemnified Party") from and against any and all third-party claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including reasonable expenses, legal and otherwise, which shall include reasonable attorneys' fees ("Claims"), to the extent arising from negligent or willful act or omission by the Indemnifying Party in the performance of this Agreement, except to the extent arising from any negligent or willful act or omission of the Indemnified Party. This Section 8 represents the Indemnifying Parties' entire obligation and the Indemnified Party's exclusive remedy regarding any third party claims.

8.2. If any claim covered by Section 8.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to assume the defense of such claim. If a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

8.3. The Indemnifying Party's obligation to indemnify under this Section 8 shall survive termination or assignment (from the period of time prior to the assignment) of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

9. Assignment and Delegation

9.1. Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 9 shall be void *ab initio*.

9.2. Notwithstanding the provisions of this Section 9, either Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Party, and shall provide the other Party at least thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Party shall reasonably require, and provided further that each Party may subcontract its obligation to provide Metering or Meter Reading Services under this Agreement only to subcontractors who have complied with all certification or registration requirements described in applicable law, CPUC rules and PG&E's Electric Rule 24. If either Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

10. Independent Contractors

Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 9 of this Agreement) as an independent contractor.

11. Entire Agreement

This Agreement consists of, in its entirety, this Demand Response Provider Service Agreement and all attachments hereto, and all Demand Response Service Requests submitted pursuant to this Agreement and Utility's Electric Rule 24. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof with the exception of Rule 24, the terms of which are incorporated herein, and Schedule E-DRP, which shall be read in conjunction with this Agreement.

12. Enforceability

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

13. Notices

13.1. Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) email; (c) U.S. Mail, first class postage pre-paid, or (d) facsimile, with confirmation of receipt to the Parties as follows:

If the notice is to the DRP:

Company Name Contact Name: _____

Business Address: _____

E-mail address: _____

Facsimile: _____

If the notice is to the LSE:

Contact Name: _____

Business Address: _____

E-mail address _____

Facsimile: _____

13.2. Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

13.3. Each Party shall designate in Attachment A the person(s) to be contacted with respect to specific operational matters relating to Demand Response Service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

14. Time of Essence

The Parties expressly agree that time is of the essence for all portions of this Agreement.

15. Dispute Resolution

15.1. Should PG&E and DRP have an unresolved dispute under this Agreement, the dispute shall initially be referred to a Vice President of PG&E, or his/her designee, and an officer of DRP, or designee, for resolution. Should the dispute remain unresolved after good faith informal dispute resolution, the Parties shall proceed under the Dispute Resolution outlined in Section I of PG&E's Electric Rule 24.

15.2. If the dispute involves a request for damages, Parties are notified that the Commission has no authority to award damages. To resolve such issues, the Parties may mutually agree to pursue mediation or arbitration to resolve such issues, or, if no agreement is reached, to pursue other legal remedies that may be available to the Parties with the understanding that nothing in this section vitiates the effect of Sections 7 and 8 *supra*.

16. Applicable Law and Venue

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the CPUC is the initial proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in _____ County, California shall constitute the sole proper venue for resolution of any matter or dispute

hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

17. Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure Event"), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. Both Parties shall take all reasonable steps to comply with this Agreement and PG&E's Electric Rule 24 despite occurrence of a Force Majeure Event.

18. Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

19. Conflicts Between this Agreement and PG&E's Electric Rule 24

Should a conflict exist or develop between the provisions of this Agreement and PG&E's Electric Rule 24, Rule 24 shall prevail.

20. Amendments or Modifications

20.1. Except as provided in Section 1.2, no amendments or modifications shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties to the extent they are consistent with Commission approval, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade. Substantive changes to the terms of this Agreement shall be first approved by the Commission.

20.2. This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction, and the Parties may amend the Agreement to conform to changes directed or necessitated by the CPUC. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, DRP may elect to terminate this Agreement upon written notice to PG&E, which shall be effective upon the receipt thereof. PG&E retains the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in PG&E's rates, charges, classification, service, or rules, or any agreement relating thereto.

21. Audits

21.1. When the DRP reasonably believes that errors related to billing and metering activity may have occurred and PG&E is the MDMA for the customer(s), the DRP may request the production of such documents as may be required to verify the accuracy of such billing and metering, provided that requisite customer consent has been obtained by the DRP. Such documents shall be provided within ten (10) business days of such request. In the event the requesting Party, upon review of such documents, discovers actual errors related to metering activity, the requesting Party may direct that an audit be conducted. PG&E and the DRP shall designate their own employee representative or their contracted representative to audit the other party's records subject to confidentiality requirements.

21.2. Any such audit shall be undertaken by PG&E, the DRP, or their contracted representative at reasonable times without interference with the audited Party's business operations, and in compliance with the audited Party's security procedures. PG&E and the DRP agree to cooperate fully with any such audit.

21.3. Specific records to support the accuracy of meter data provided in the settlement process may require examination of metering support documentation maintained by subcontractors. Each of PG&E and the DRP shall include a similar clause in their agreements with their subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records related to the settlement process for Demand Response Service.

21.4. The auditing Party will notify the audited Party in writing of any exception taken as a result of an audit. The audited Party shall refund the amount of any undisputed exception to the auditing Party within thirty (30) days. If the audited Party fails to make such payment, the audited Party agrees to pay interest, accruing monthly, at a rate equal to the prime rate plus two percent (2%) of Bank of America NT&SA, San Francisco, or any successor institution, in effect from time to time, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of California. Interest will be computed from the date of written notification of exceptions to the date the audited Party reimburses the auditing Party for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then the audited Party shall reimburse the auditing Party for the cost of the audit.

21.5. This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

22. Miscellaneous

22.1. Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and all its subsections; and (c) the words "include," "includes," and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation." The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

22.2. The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm, or organization other than a Party or a successor or assignee of a Party to this Agreement.

22.3. The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.

22.4. Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing signed by the waiving Party.

22.5. Each Party shall be responsible for paying its own attorneys' fees and other costs associated with this Agreement, except as provided in Sections 7 and 8 hereof.

22.6. To the extent that the CPUC has a right under then-current law to audit either Party's compliance with this Agreement or other legal or regulatory requirements pertaining to Demand Response Service, that Party shall cooperate with such audits. Nothing in this Section shall be construed as an admission by either Party with respect to the right of the CPUC to conduct such audits or the scope thereof.

22.7. Except as may be provided or limited by this Agreement, the obligations which by their nature are intended to survive termination of this Agreement, including representations, warranties, covenants and rights and obligations with respect to indemnification, payment, settlement, and confidentiality, shall so survive.

22.8. Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (DRP Company Name)	
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

A. Contact Persons (Section 13.3):

1. Metering and Meter Reading Services

LSE Contact: _____

Email Address: _____

DRP Contact: _____

Email Address: _____

MDMA Contact: _____

Email Address: _____

B. Parties' Representatives (Section 15.1):

LSE Representative: _____

Contact Name: _____

Business Address: _____

Phone Number: _____

_____

Email Address: _____

DRP Representative: _____

Contact Name: _____

Business Address: _____

Phone Number: _____

_____

Email Address: _____

ELECTRIC SAMPLE FORM 79-1162
RULE 21 DETAILED STUDY AGREEMENT

Please Refer to Attached
Sample Form

RULE 21 DETAILED STUDY AGREEMENT

THIS DETAILED STUDY AGREEMENT ("AGREEMENT") is made and entered into this __ day of _____, 20___ by and between_____, a organized and existing under the laws of the State of _____, ("Applicant,") and Pacific Gas and Electric Company, a corporation, existing under the laws of the State of California, ("Distribution Provider "). Applicant and Distribution Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Distribution Provider, as a public utility in the State of California subject to the jurisdiction of the California Public Utilities Commission ("Commission"), provides non-discriminatory access to generating facilities wishing to interconnect to its Distribution System or Transmission System under the provisions of Rule 21 of its Tariffs; and

WHEREAS, Applicant is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Applicant dated _____ ; and

WHEREAS, Applicant desires to interconnect the Generating Facility with the Distribution System or Transmission System pursuant to the ☐ Independent Study Process, or ☐ Distribution Group Study Process [check one]; and

WHEREAS, the Applicant has requested Distribution Provider to perform Interconnection Studies to assess the system impact of interconnecting the Generating Facility to the Distribution System, Transmission System and any Affected Systems and to specify and estimate the cost of the equipment, engineering, procurement and construction work needed on the Distribution Provider's electric system to physically and electrically connect the Generating Facility to the Distribution Provider's Distribution System or Transmission System in accordance with Good Utility Practice;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Distribution Provider's Rule 21.

2.0 Applicant elects and Distribution Provider shall cause to be performed Interconnection Studies consistent with Section F.3.b of Rule 21 for Interconnection Requests evaluated under the Independent Study Process or Section F.3.c of Rule 21 for Interconnection Requests evaluated under the Distribution Group Study Process.

3.0 The scope of the Interconnection Studies shall be subject to the assumptions set forth in Attachments A and, if applicable, Attachment B to this Agreement.

4.0 The Interconnection Studies will be based upon the technical information provided by Applicant in the Interconnection Request, as may be modified as the result of the Scoping Meeting, or other permitted modifications in accordance with Section F.3.b or Section F.3.c of Rule 21, as applicable. Any technical data supplied by Applicant is assumed to be complete and accurate. Distribution Provider is not required to verify any information or data provided by Applicant as part of the Interconnection Studies. Distribution Provider reserves the right to request additional technical information from Applicant as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Studies. Applicant shall provide the requested technical information to Distribution provider within thirty (30) Calendar Days of a written request for such information. Distribution Provider may suspend the Interconnection Studies until such information is provided and the due date for completion of the Interconnection Studies may be adjusted to reflect the suspension period. If Applicant modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the Interconnection Studies may be modified as specified in Rule 21.

5.0 The Interconnection Study report for each Interconnection Study shall provide the information specified in Rule 21.

6.0 Applicant shall provide Interconnection Financial Security in accordance with Rule 21 Section F.4, including Section F.4.b which requires the Applicant to provide the initial Interconnection Financial Security on or before sixty (60) Calendar Days after being provided with the final Interconnection System Impact Study report or DGS Phase I Interconnection Study report, as applicable.

7.0 For Interconnection Requests evaluated under the Independent Study Process, unless the Parties agree to waive the Facilities Study in accordance with Section F.3.b.vii of Rule 21, Applicant shall submit to the Distribution Provider (1) the data required by the Distribution Provider within (i) five (5) Business Days following the Interconnection System Impact Study results meeting, or (ii) within twenty-five (25) Business Days of the issuance of the final Interconnection System Impact Study report if no Interconnection System Impact Study results meeting is held, and (2) the Facilities Study deposit, if required, within (i) ten (10) Business Days following the Interconnection System Impact Study results meeting, or (ii) within twenty five (25) Business Days of the issuance of the final Interconnection System Impact Study report if no Interconnection System Impact Study results meeting is held, in accordance with Section F.3.b.vi of Rule 21.

For Interconnection Requests evaluated under the Distribution Group Study Process, unless the Parties agree to waive the DGS Phase II Interconnection Study in accordance with Section F.3.c.ix of Rule 21, Applicant shall submit to the

Distribution Provider (1) the data required by the Distribution Provider within (i) five (5) Business Days following the DGS Phase I Interconnection Study results meeting, or (ii) within thirty (30) Calendar Days of the issuance of the final DGS Phase I Interconnection Study report if no DGS Phase I Interconnection Study results meeting is held, and (2) the DGS Phase II Interconnection Study deposit, if required, within thirty (30) Business Days of the issuance of the final DGS Phase I Interconnection Study report in accordance with Section F.3.c.viii of Rule 21.

8.0 Upon completion of the Interconnection Studies, Distribution Provider shall charge and Applicant shall pay the actual costs of the Interconnection Studies pursuant to Section E.3.a of Rule 21.

9. 0 The Distribution Provider may provide copies of the Interconnection Studies results to the CAISO, an Affected System Operator and the Western Electricity Coordinating Council. Requests for review and input from any Affected System Operators or the Western Electricity Coordinating Council may arrive at any time prior to interconnection.

10.0 Substantial portions of technical data and assumptions used to perform the Interconnection Studies, such as system conditions, existing and planned generation, and unit modeling, may change, other than changes described in Section 4, after the Distribution Provider provides the Interconnection Studies results to the Applicant. Interconnection Studies results will reflect available data at the time the Distribution Provider provides the Interconnection Study reports to the Applicant. If new data is provided after Distribution Provider has begun work on the Interconnection Studies, Distribution Provider is not responsible for updating the Interconnection Studies to reflect new information or a change in information used in the Interconnection Studies. Distribution Provider may determine that a new study, or revision or reevaluation of the Interconnection Studies is required. In that event, Applicant shall either enter into a separate agreement providing that it shall reimburse Distribution Provider for the costs of such new or revised study or its Interconnection Request will be deemed withdrawn. The Distribution Provider shall not be responsible for any additional costs, including, without limitation, costs of new or additional facilities, system upgrades, or schedule changes, that may be required as a result of changes in such data and assumptions.

11.0 The Distribution Provider shall maintain records and accounts of all costs incurred in performing the Interconnection Studies in sufficient detail to allow verification of all costs incurred, including associated overheads. The Applicant shall have the right, upon reasonable notice, at the Distribution Provider's offices and at its own expense, to audit the Distribution Provider's records as necessary and as appropriate in order to verify costs incurred by the Distribution Provider.

Any audit requested by the Applicant shall be completed, and written notice of any audit dispute provided to the Distribution Provider, within one hundred eighty (180) Calendar Days following receipt by the Applicant of the Distribution Provider's notification of the final costs of the Interconnection Studies.

12.0 In accordance with Section F.6 of Rule 21, the Applicant may withdraw its Interconnection Request at any time by written notice to the Distribution Provider. Upon receipt of such notice, this Agreement shall terminate, subject to the requirements of Section D.7 and E.3.a of Rule 21.

13.0 This Agreement shall become effective upon the date the fully executed Agreement and the Detailed Study deposit as required by Section E.3.a are received by the Distribution Provider. If the Distribution Provider does not receive the fully executed Agreement and Detailed Study deposit within thirty (30) Business Days after the scoping meeting pursuant to Section F.3.b of Rule 21 for Interconnection Requests evaluated under the Independent Study Process or, in the case of Interconnection Requests evaluated under the Distribution Group Study Process, the earlier of (i) thirty (30) Business Days after the scoping meeting or (ii) the start date of the DGS Phase I Interconnection Study pursuant to F.3.c of Rule 21, then the Interconnection Request will be deemed withdrawn.

14.0 Miscellaneous.

14.1 Dispute Resolution. Any dispute arising out of or in connection with the Agreement shall be subject to the dispute resolution provisions of Rule 21.

14.2 Confidentiality. Confidential Information shall be treated in accordance with Section D.7 of Rule 21.

14.3 Binding Effect. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

14.4 Conflicts. In the event of a conflict between the body of this Agreement and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.

14.5 Rules of Interpretation. This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular

number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any applicable laws and regulations means such applicable laws and regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article or Section of this Agreement or such Appendix to this Agreement, or such Section of Rule 21 or such Appendix to Rule 21, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article Section, or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

14.6 Entire Agreement. This Agreement, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this Agreement.

14.7 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

14.8 Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by the Applicant shall not constitute a waiver of the Applicant's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

14.9 Headings. The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement

14.10 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

14.11 Amendment. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by both of the Parties.

14.12 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this Agreement by a written instrument duly executed by both of the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations.

14.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

14.14 Assignment. This Agreement may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Applicant shall have the right to assign this Agreement, without the consent of the other Party, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Applicant will require any secured party, trustee or mortgagee to notify the other Party of any such assignment. Any financing arrangement entered into by the Applicant pursuant to this Section will provide that prior to or upon the exercise of the secured Party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the other Party of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

14.15 This Agreement is subject to the applicable provisions of PG&E's tariffs, including Rule 21, as filed and authorized by the California Public Utilities Commission ("CPUC"). This Agreement shall at all times be subject to such changes or modifications by the CPUC, as the CPUC may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Applicant]

By: _____

Printed Name: _____

Title: _____

Date: _____

Pacific Gas and Electric Company

By: _____

Printed Name: _____

Title: _____

Date: _____

ASSUMPTIONS USED IN CONDUCTING THE INTERCONNECTION SYSTEM IMPACT STUDY OR DGS PHASE I INTERCONNECTION STUDY

The Interconnection System Impact Study or DGS Phase I Interconnection Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on_____, subject to any modifications in accordance with Section F.3.b or Section F.3.c, as applicable, of Rule 21, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Additional Comments:

RULE 21 DETAILED STUDY AGREEMENT

ATTACHMENT B

DATA FORM TO BE PROVIDED BY APPLICANT

This Attachment B is to be used when Applicant opts for a Rule 21 interconnection at transmission voltage.

If applicable, this Attachment is to be provided prior to the commencement of the Interconnection Facilities Study or DGS Phase II Interconnection Study.

Generating Facility size (MW):_____

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new ring bus or existing Distribution Provider station. Number of generation connections: _____

On the one line diagram indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one line diagram indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?
_____Yes _____ No

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? _____Yes _____No (Please indicate on one line diagram).

What type of control system or PLC will be located at Applicant's Generating Facility?
_____

What protocol does the control system or PLC use?
_____

RULE 21 DETAILED STUDY AGREEMENT

ATTACHMENT B

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:
_____Bus length from generation to interconnection station:
_____

Line length from interconnection station to Distribution Provider's transmission line.
_____

Tower number observed in the field. (Painted on tower leg)* _____

Number of third party easements required for transmission lines*:
_____

* To be completed in coordination with Distribution Provider.

Is the Generating Facility in the Distribution Provider's service area?

_____Yes _____No Local provider: _____

Please provide proposed schedule dates:

Environmental survey start:	Date _____
Environmental impact report submittal:	Date_____
Procurement of project equipment:	Date_____
Begin Construction	Date: _____
Generator step-up transformer receives back feed power	Date: _____
Generation Testing	Date: _____
Commercial Operation	Date: _____

ELECTRIC SAMPLE FORM 79-1164 Sheet 1
MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Please Refer to Attached
Sample Form

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Date of Issuance: _____

In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.)20-04-004, and subject to the requirements of the Mobilehome Park Utility Conversion Program Rule (MHP Rule[1]), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Utility Conversion Program (MHP Program) to replace existing privately owned master-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service to each individual MHP space within the MHP.

MHP Owners/Operators who are receiving this Application previously submitted the CPUC Form of Intent during the open application period. After reviewing the information you submitted, the CPUC's Safety and Enforcement Division (SED) and/or the California Department of Housing and Community Development (HCD) or its local agency designee has pre-selected your MHP to participate in the MHP Program.

The MHP Owner/Operator must designate below each Utility[2] that currently provides electric and/or natural gas service to the master-meter of the MHP. The designated Utilities will be responsible for the conversion of the existing privately-owned master-meter system to direct Utility service, upon acceptance of the MHP into the MHP Program. Under the MHP Program, each Utility will only provide service conversion for the commodity (electricity and/or natural gas) that the Utility currently provides to the MHP. After the completion of the service conversion, the Utility will provide direct service to each individual HCD permitted Mobilehome (MH) space. and the eligible MHP common areas based on approval by the Commission's Safety and Enforcement Division (SED). Upon request, the Utility may provide to the MHP a new electric or gas utility service that is not currently being supplied by the Utility, provided that; 1) the Utility offers the requested electric or natural gas service in that territory; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be governed by the existing Distribution and Service Extension Rules in the Utility's Tariff and would not be included in the MHP Program.

Electric Service	Natural Gas Service	
☐	N/A	***Bear Valley Electric Service***
☐	N/A	***Liberty Utilities*** (CalPeco Electric)
☐	☐	***Pacific Gas and Electric Company***
☐	N/A	***Pacific Power,*** *a Division of PacifiCorp*
☐	☐	***San Diego Gas & Electric Company***
☐	N/A	***Southern California Edison Company***
N/A	☐	***Southern California Gas Company***
N/A	☐	***Southwest Gas Corporation***

MHP Rule by Utility

Bear Valley Electric Service – Rule 23	San Diego Gas and Electric – Rule 44
Liberty Utilities – Rule 23	Southern California Edison – Rule 27
Pacific Gas and Electric – Rule 28	Southern California Gas – Rule 44
Pacific Power – Rule 26	Southwest Gas – Rule 23

[2] Although the singular term "Utility" is used throughout this Application, each of the Utilities designated on this page is considered a party to this Application. The designated Utilities will be coordinating throughout the application and conversion processes. However, it is the sole responsibility of the MHP Owner/Operator to ensure that the information and documentation required by this Application is provided to *each* of the designated Utilities within the specified timeframes.

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

The purpose of this Mobilehome Park Utility Conversion Program Application (MHP Application) is for the MHP Owner/Operator to provide the Utility pertinent information concerning the MHP, which is necessary in order for the Utility to proceed with the conversion process.

MHP Owner/Operator is to use its "best effort" to provide the information that is being requested on this Application. The Utility's project manager assigned to your park may provide assistance in completing the MHP Application. Incomplete information on this application will not result in disqualification in the program, but may result in longer engineering time, excavation time and other setbacks that may delay the completion of the project. THIS APPLICATION MUST BE APPROVED BY, THE UTILITY (UTILITIES) BEFORE YOUR MHP WILL BE ACCEPTED INTO THE MHP PROGRAM AND SCHEDULED FOR CONVERSION.

NOTE: Current registration with the California Department of Housing and Community Development for each of individual mobilehome within the MHP may be required prior to inspection and completion of the cutover. If the MHP Program requires that the utility connection of the mobilehome be altered to complete the conversion, the Mobilehome Park Owner/Operator is responsible to obtain such agreement from the registered owner of the mobilehome prior to the alterations being made.

This Application has been developed as part of the CPUC's regulatory process and conforms to CPUC (D.) 20-04-004. The Application has been approved by the Commission as a required component of the MHP Program, and may not be waived, altered, amended or modified, except as authorized by the CPUC. This Application at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

This Application is specific to PG&E's service territory. If your MHP is within multiple utility service territories, please consult with the other utility listed as necessary. Please complete the Application in its entirety, attach all requested documentation, and mail a copy to each of the Utilities that you identified above as providing electric and/or gas service to your MHP. Utility addresses are listed below:

Bear Valley Electric Service
42020 Garstin Drive
P.O. Box 1547
Big Bear Lake, CA 92315

Pacific Power
300 S. Main
Yreka, CA 96097

Southern California Gas Company
MHP Program, SC720J A1
8101 Rosemead Blvd,
Pico Rivera, CA 90660-5100

Liberty Utilities (CalPeco Electric) LLC
933 Eloise Avenue
South Lake Tahoe, CA 96150

San Diego Gas & Electric Company
MHP Program, SC720J A1
8306 Century Park Ct.
San Diego, CA 92123-1530

Southwest Gas Corporation
Attn: MHP Program
13471 Mariposa Road
Victorville, CA 92392

Pacific Gas and Electric Company
Mobilehome Park Utility Conversion Program
77 Beale St., Mail Code B10B
San Francisco, CA 94105-1814

Southern California Edison Company
MHP Utility Conversion Program
Rancho Cucamonga Regional Office, G139 9500 Cleveland Ave., Rancho Cucamonga, CA 91730

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

1. MHP Project Information

Mobilehome Park Name:_____

Address:_____

City:_____ State: _____

County: _____ZIP: _____

Nearest Cross Street: _____

HCD Mobilehome Park Identification Number: _____

Total Number of MHP Spaces Permitted by HCD: _____ as of: _____

Total Number of MHP Spaces with either gas or electric service, excluding Recreation Vehicle (RV) Spaces: _____

Number of MHP Spaces Occupied by Residents: _____

Number of Unoccupied MHP Spaces: _____

Number of Recreational Vehicles (RVs)[3] Spaces: _____

Year MHP was established: _____

Applicant / Owner/ Operators Name: _____

Day Phone: _____

Cell Phone: _____

Fax: (____) _____Email Address: _____

Mobilehome Unit Ownership Type

- ☐ All units on common single parcel
- ☐ Common use shared ownership
- ☐ Units on individual parcels
- ☐ Other:_____

Does the MHP Owner/Operator have a current and valid license to operate a MHP?

☐ No ☐ Yes License Number:_____

Is the MHP currently subject to an enforceable condemnation order and/or to a pending condemnation proceeding?

☐ No ☐ Yes

Is the MHP operated on leased real property?

☐ No ☐ Yes Number of years remaining on land lease: _____

[3] RV Spaces are not eligible for conversion under the MHP Program

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

2. Business Information

Legal Name to appear on contract: _____

☐ Individual ☐ Partnership ☐ Corporation
☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor
☐ Other

State of Incorporation or LLC: _____

Name of person authorized to sign contracts: _____

Title _____

Mailing Address for contracts: _____

City: _____ State _____

County _____ ZIP _____

Phone Number: _____ Email: _____

3. MHP Representative/Primary Contact (This is the individual(s) which the MHP will designate to be the central liaison for the MHP Owner/Operator, the contractor hired by the MHP, the MHP Residents and the Utility).

a. Name of MHP Representative: _____

Title: _____

Address:_____

City:_____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address _____

b. Name of MHP Representative: _____

Title: _____

Address:_____

City:_____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

4. Current Utility Services for the MHP's Master-Meter System(s)

a. Electric Service:

Electric Service Provider: _____

Name as it appears on bill: _____

Type of Service: ☐ Electric Overhead Service ☐ Electric Underground Service

☐ Other: _____

Does the MHP purchase electricity through a third party (e.g., Community Choice Aggregator [CCA] or Electric Service Provider [ESP])?

☐ No ☐ Yes, Provider Name: _____

Number of residential dwelling units within the MHP that currently receives a discount under current qualifying Mobilehome rate schedule: _____

Current Electric Service Account Number	Current Rate Schedule

To list additional accounts use Attachment "B"

b. Gas Service (if applicable):

Name of Gas Service Provider: _____

Name as it appears on bill: _____

Type of Service: ☐ No Gas Service available at MHP (Electric only)

☐ Natural Gas System

☐ Propane System (Centralized tank with MHP distribution system)

☐ Propane System (at each Mobilehome)

☐ Other: _____

Does the MHP purchase gas through a third party (e.g., Core Transport Agent [CTA])?

☐ No ☐ Yes, Provider Name: _____

Number of residential dwelling units within the MHP that currently receives a discount under current qualifying Mobilehome rate schedule: _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Current Gas Service Account Number	Current Rate Schedule

To list additional accounts use Attachment "B"

c. Telephone Service (if applicable):

Name of Telephone Service Provider: _____

Name as it appears on bill: _____

Type of Service: ☐ Overhead Phone Service ☐ Underground Phone Service

☐ Other: _____

d. Cable/Satellite Service (if applicable):

Name of Cable/ Satellite Service Provider: _____

Name as it appears on bill: _____

Type of Service: ☐ Overhead Cable Service ☐ Underground Cable Service

☐ MHP Owned Cable/Satellite/Phone Service

☐ Other: _____

5. Current Energy Metering Arrangement

Electric	**Gas**
☐ Master-Meter/Sub-Meter Electric	☐ Master Meter/Sub-Meter Gas
☐ Master Electric Meter, no Sub-Meter	☐ Master Gas Meter, no Sub-Meter
☐ Other:_____	☐ Other:_____

6. Energy Usage/Load Information

a. Electric Load Information

1) Typical MHP Space

Existing MHP Space Main Switch Size
(Meter Panel & Service Termination Enclosure) _____Amps

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

2) Common Use Area

Common Use Area Electric Service: #___1___ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

☐ Lift Station (_____HP) ☐ MHP Office (_____KW)
☐ Street Lights (_____KW) ☐ Swimming Pool (_____KW)
☐ Club House (_____KW) ☐ Area Lighting (_____KW)
☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site (_____KW)
☐ Others _____ (_____KW)

Common Use Area Electric Service: #___2___ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

☐ Lift Station (_____HP) ☐ MHP Office (_____KW)
☐ Street Lights (_____KW) ☐ Swimming Pool (_____KW)
☐ Club House (_____KW) ☐ Area Lighting (_____KW)
☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site (_____KW)
☐ Others _____ (_____KW)

Additional Common Use Area Service - *For additional electric common use area service requests use Attachment "B"*

3) Streetlighting

☐ Streetlights to be served under general service rates with common use areas

☐ Streetlights to be separated from common use load and served unmetered under an applicable Utility streetlight rate schedule as approved by the Utility. Please provide the information for each lamp type that can be found in the MHP in the area below and in Attachment B, if necessary. (check one lamp type).

Lamp Type: # ____1_____

☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor
☐ Mercury Vapor ☐ Metal Halide
☐ Incandescent ☐ LED
☐ Other _____

Watts per lamp: _____ Number of lamps/fixtures: _____

Additional Lamps Types – *If the MHP has additional streetlight lamp types, use Attachment "B"*

How are streetlights currently served?

☐ Served directly from Master meter account
☐ Served from MH sub-meter, or MH pedestal
☐ Direct unmetered connections

Location, lamp type and wattage of each streetlight fixture should be noted on the Site Plan as described in Section 7.5.

4) **Self-Generation** – Is there currently any self-generation (e.g. photovoltaic or wind generation) equipment servicing the common areas of the MHP?

☐ Yes (Size of system _____ KW) ☐ No

5) **Electric Vehicle Charging Station** – Is there currently a public Electric Vehicle Charging Station located at the MHP that is available for all the residents of the MHP?

☐ Yes (Charger size _____ kW) ☐ No

b. Natural Gas Load Information (if applicable)

Natural Gas Load Information: *Natural gas will be delivered at the Utilities standard service delivery pressure per Rule 2.*

Requests for elevated service delivery pressure require the Utilities' review and approval. If granted, elevated service delivery pressure may be reduced at any time due to the Utility operational needs. Special Facilities and cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local Utility office and refer to Gas Rule 2. (MBtu/h = 1,000 Btu/h)

1) **Mobilehome Gas Appliances:**

Gas will be provided to individual Mobilehomes at the Utility's standard delivery pressure for residential service per Rule 2.

2) **Common Use Area**

Common Use Area Gas Service: #__1___ Description: _____

Gas Service Delivery Pressure Requested: ☐ Standard delivery pressure
☐ Other (_____psig)

Gas appliances that can be found in common use areas: (check all that applies)

☐ Gas Range - Btu rating: _____
☐ Water Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____
☐ On-Demand Water Heater
Btu rating: _____
☐ Laundry Dryer- Btu rating: _____
☐ Pool/Spa Heater- Btu rating: _____
☐ Furnace- Btu rating: _____
☐ Outdoor Gas Heaters
Btu rating: _____
☐ Other gas loads _____
Btu rating: _____

Common Use Area Gas Service: #__2___ Description: _____

Gas Service Delivery Pressure Requested: ☐ Standard delivery pressure
☐ Other (_____psig)

☐ Gas Range - Btu rating: _____
☐ Water Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____
☐ On-Demand Water Heater
Btu rating: _____
☐ Laundry Dryer- Btu rating: _____
☐ Pool/Spa Heater- Btu rating: _____
☐ Furnace- Btu rating: _____
☐ Outdoor Gas Heaters
Btu rating: _____
☐ Other gas loads _____
Btu rating: _____

Additional Common Use Area Service - *For additional gas common use area service requests use the "Natural Gas Common Use Area Services" portion of Attachment "B"*

7. Additional Documentation

The MHP Owner/Operator should use its best effort to provide one (1) copy of the following documents along with this Application to each of the Utilities that have been identified on page 1 of this Application as providing electric and/or gas service to your MHP. Please include these documents with your submission of this Application under Attachment A.

7.1. List of Residents & Registered Homeowners: A complete list of current registered owners and current residents for each mobilehome/manufactured housing unit on a lot within the MHP, including name, address or space number, home phone number, cell phone number, email address, and other contact information should be provided to the Utilities. If all of the necessary resident and registered homeowner contact information cannot be provided when the MHP Owner/Operator submits this Application, the MHP Owner/Operator must, at a minimum, provide a list of addresses for the residents of the MHP and the name and mailing addresses of the registered owners for each mobilehome/manufactured housing unit on a lot within the MHP. This information will be used for outreach activities for the MHP residents. If a complete list of resident and registered homeowner contact information is not provided with the MHP Application, the information must be provided with the submittal of the MHP Agreement.

7.2. Service Documents: Detailed substructure engineering drawings, as-built drawings, maps, and any other such records as may be necessary to ensure a complete record of the installation and location of the MHP's existing distribution system(s).

7.3. Single Line Diagram: For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.

7.4. Additional Infrastructure: Detailed engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the MHP, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.

7.5. Site Plan: Detailed drawing of the MHP showing roads, sidewalks, driveways, MHP Space locations, streetlights, sprinkler controls, location of fire hydrants, common area facilities, electric vehicle charging stations, self-generation systems, other structures, and proposed future improvements. For electrical equipment, please provide load information on site plan or reference Common Use Area Service Number(s) found on Section 6 and Attachment B.

7.6. Tract Map: Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.

7.7. The Utility may request additional documentation if more information is needed for the planning, engineering, and construction phases of the conversion.

8. Planning, Engineering and Construction

The Utility shall be allowed to conduct a pre-engineering review and site verification of existing facilities at the MHP.

The Planning, Engineering, and Construction terms and conditions of the MHP Program are detailed in the MHP Agreement. Information regarding Planning, Engineering, and Construction terms and conditions will be given to the MHP Owner/Operator at the time the metering points are provided. The MHP Agreement will at minimum contain a preliminary sketch of proposed service locations developed by the Utility using the information provided by the MHP Owner/Operator with this Application.

The information provided in the Planning, Engineering, and Construction terms and conditions will enable the MHP Owner/Operator, and its selected Contractor, to develop an appropriate and complete cost estimate of "Beyond-The-Meter" work by outlining roles and responsibilities of the parties involved and defining the "Beyond-The-Meter" work that will be eligible for reimbursement by the Utility under the MHP Program.

9. Application Deadline

The MHP has been pre-selected to receive this MHP Application. The MHP Owner/Operator has forty-five (45) calendar days from the issuance date of this Application, to complete and return the Application, along with all required documentation, to the Utility or Utilities that provide electric and/or gas service to the MHP. If the MHP Owner/Operator fails to provide this Application and the required documentation within the specified time period, the Utility reserves the right to remove or place the MHP in the back of the queue of the pre-selected MHPs. Pre-selection, and/or submittal of Application does not guarantee acceptance into the MHP Program, nor does it guarantee conversion to direct utility service from the Utility.

10. Next Steps

Upon the Utility's review and acceptance of this Application, and the accompanying documentation supplied by the MHP Owner/Operator, the Utility will initiate the planning and engineering of the new electric and/or gas distribution system. The Utility will consult with the MHP Owner/Operator to determine the location of the metering points for the MHP, with the Utility having final approval of the location of all meter(s) and provide this information to the MHP Owner/Operator. The MHP Owner/Operator will then have forty-five (45) calendar days to provide the Utility with the name and qualifications of the Contractor selected to perform the "Beyond-The-Meter" work at the MHP and the estimated cost for such work, in addition to any other documents requested by the Utility. If the MHP Owner/Operator fails to provide the name of the Contractor, meeting qualifications and the reasonable costs selected to perform the "Beyond-the-Meter" work within the specified time period, the Utility reserves the right to remove or place the MHP in the back of the queue of the pre-selected MHPs.

THE UTILITY MUST AGREE TO THE QUALIFICATIONS AND COSTS OF THE CONTRACTOR SELECTED BY THE MHP OWNER/OPERATOR. IN THE EVENT THE UTILITY AND THE MHP OWNER/OPERATOR DO NOT AGREE, THEY MUST CONSULT WITH SED TO RESOLVE THE DISPUTE.

Cost estimates for the "Beyond-The-Meter" work shall also be summarized to the Utility in a format that uses Attachment C, D and E of the MHP Agreement as a template. The template that will be used for the "Beyond-The-Meter" estimate will be given to the MHP Owner/Operator at the time the metering points are provided.

After the new distribution system has been preliminarily planned and engineered and the Utility has agreed with the name of the Contractor and the estimated cost for the “Beyond-The-Meter” work, the Utility will prepare the MHP Agreement for signatures.

If requested by the Utility or the MHP Owner/Operator, a post engineering meeting can be requested prior to the signing of the MHP Agreement to resolve any outstanding issues and concerns. The Commission requires the Utility and the MHP Owner/Operator to consult and coordinate to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

After the MHP Agreement is fully executed, permits can be requested, and construction can begin.

11. Cancellation of MHP Application

Either the Utility or the MHP Owner/Operator may, at its option, cancel this Application upon 30 days written notice to the other party or parties.

The Utility may cancel this Application for, but not limited to, the following situations: (1) the failure, refusal or inability of the MHP Owner/Operator to perform specified activities and responsibilities set forth in this Application in a timely manner, after receiving notice from the Utility and an opportunity to cure; (2) failure or inability of the MHP Owner/Operator to supply the name, meeting qualifications and reasonable costs of the Contractor who will perform all of the “Beyond-The-Meter” work at the MHP, within forty-five (45) calendar days from the date that the metering points are sent by the Utility; (3) safety or security issues or violations; or (4) the MHP Owner/Operator and/or its Contractor are involved in a legal proceeding which, in the Utility's opinion, may interfere with the performance of the work.

If the MHP Owner/Operator cancels this Application or chooses not to proceed with the MHP Program after the signing of this Application, the MHP Owner/Operator agrees to reimburse the Utility for all work and costs incurred prior to the cancellation. Such costs may include planning and engineering costs, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which the Utility allocates to such work. In no event shall the Utility be liable for lost or anticipated profits or costs to plan and design the “Beyond-The-Meter” facilities, costs associated to securing a Contractor for the project, or any other costs that did not result in the completion of the service conversion at the MHP.

12. MHP Owner/Operator Certification

I hereby declare under penalty of perjury that I am the person[4], or an authorized representative of the entity, that is legally responsible for the MHP, and that the information provided is true and correct to the best of my knowledge. I certify that the MHP Owner/Operator is the distributor of utility service within the MHP, as described above, and that the MHP Owner/Operator has the authority to discontinue utility service within the MHP as required by the MHP Program. I also certify that I am supplying all of the documentation required under this Application, if available. I have read and agree with the provisions and my responsibilities under the MHP Rule and this Application, including Attachments.

Name of Mobilehome Park	*Signature*
Name of Owner/Operator	*Type/Print Name*
Date	*Title*

[4] If multiple signatures are required, please copy this certification page as needed and include with your Application.

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION
Attachment A - Additional Documentations

As described in Section 7 of this Application the MHP Owner/Operator should use its best effort to provide copies of the following documents along with its Application, if applicable. Please use the check boxes to indicate if the documents are being provided or not available and attach the documents to Attachment A.

Not Available	Being Provided	Documents
	☐	List of Registered Homeowners and Residents: A complete list of current residents for each mobilehome/manufactured housing unit on the lot within the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information should be provided to the Utilities. If all of the necessary resident contact information cannot be provided, the MHP Owner/Operator must, at a minimum, provide a list of addresses for the residents of the MHP and the name and mailing addresses of the registered owners for each mobilehome/manufactured housing unit on a lot within the MHP. This information will be used for outreach and notification efforts during the project. If a complete list of resident and registered owner contact information is not provided with the MHP Application, the information must be provided with the submittal of the MHP Agreement.
☐	☐	Service Documents: Detailed engineering drawings, as-built drawings, maps, and any other such records as may be necessary to ensure a complete record of the installation and location of the MHP's existing distribution system(s).
☐	☐	Single Line Diagram: For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.
☐	☐	Additional Infrastructure: Detailed substructure engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the park, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.
☐	☐	Site Plan: Detailed scaled drawing of MHP showing roads, sidewalks, driveways, MH-Space locations, streetlights, sprinkler controls, location of fire hydrants, common area facilities, electric vehicle charging stations, self-generation systems, other structures, and proposed future improvements. For electrical equipment, please provide load information on site plan or reference Common Use Area Service Number(s) found on Section 6 and Attachment B.
☐	☐	Tract Map: Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.

Attach appropriate documents to Attachment A

MHP Owner/Operator Initials _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION
Attachment B – Additional Information

Attachment B of this MHP Application is used to document additional information regarding accounts and load information that are in excess of what can be documented on the MHP Application. Attachment B is being used to provide the following: (check all that applies)

- ☐ Electric Service Account Information
- ☐ Natural Gas Service Account Information
- ☐ Electric Common Use Area Services Information
- ☐ Streetlight Lamp Type
- ☐ Gas Common Use Area Services Information
- ☐ No additional information, beyond what is provided in the MHP Application

1. Electric Service Account Information:

Please list any additional Electric Service Accounts Numbers currently serving the MHP that is not provided in Section 4.a. of this MHP Application.

Current Electric Service Account Number	Current Rate Schedule

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION
Attachment B – Additional Information

2. Natural Gas Service Account Information:

Please list any additional Natural Gas Service Accounts Numbers currently serving the MHP that is not provided in Section 4.b. of this MHP Application.

Current Gas Service Account Number	Current Rate Schedule

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION
Attachment B – Additional Information

3. Electric Common Use Area Services:

Please provide the electric load information for additional facilities and equipment that serves the common use areas that could not be documented in Section 6 of this MHP Application

Additional Common Use Area Service – Provide additional sheet as necessary

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

- ☐ Lift Station (_____HP)
- ☐ Street Lights (_____KW)
- ☐ Club House (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ MHP Office (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

- ☐ Lift Station (_____HP)
- ☐ Street Lights (_____KW)
- ☐ Club House (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ MHP Office (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

- ☐ Lift Station (_____HP)
- ☐ Street Lights (_____KW)
- ☐ Club House (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ MHP Office (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

- ☐ Lift Station (_____HP)
- ☐ Street Lights (_____KW)
- ☐ Club House (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ MHP Office (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION
Attachment B – Additional Information

4. Streetlight Lamp Type

If Street Lighting to be separated from common use load and served unmetered under an applicable Utility streetlight rate schedule, please provide the information for each lamp type (check one lamp type)

Lamp Type:# _____
- ☐ High Pressure Sodium Vapor
- ☐ Low Pressure Sodium Vapor
- ☐ Mercury Vapor
- ☐ Metal Halide
- ☐ Incandescent
- ☐ LED
- ☐ Other _____

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
- ☐ High Pressure Sodium Vapor
- ☐ Low Pressure Sodium Vapor
- ☐ Mercury Vapor
- ☐ Metal Halide
- ☐ Incandescent
- ☐ LED
- ☐ Other _____

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
- ☐ High Pressure Sodium Vapor
- ☐ Low Pressure Sodium Vapor
- ☐ Mercury Vapor
- ☐ Metal Halide
- ☐ Incandescent
- ☐ LED
- ☐ Other _____

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
- ☐ High Pressure Sodium Vapor
- ☐ Low Pressure Sodium Vapor
- ☐ Mercury Vapor
- ☐ Metal Halide
- ☐ Incandescent
- ☐ LED
- ☐ Other _____

Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
- ☐ High Pressure Sodium Vapor
- ☐ Low Pressure Sodium Vapor
- ☐ Mercury Vapor
- ☐ Metal Halide
- ☐ Incandescent
- ☐ LED
- ☐ Other _____

Watts per lamp: _____ Number of lamps/fixtures: _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION
Attachment B – Additional Information

5. Natural Gas Common Use Area Services:

Please provide the natural gas load information for additional facilities and equipment that serves the common use areas that could not be documented in Section 6 of this MHP Application

Provide additional sheet as necessary

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

ELECTRIC SAMPLE FORM 79-1165 Sheet 1
MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT

Please Refer to Attached
Sample Form

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT

This Mobilehome Park Utility Conversion Program Agreement ("Agreement") is made and entered into by and between _____ ("MHP Owner/Operator"), a _____ organized and existing under the laws of the state of _____, and the Utility, "Pacific Gas and Electric Company" ("PG&E" or "Utility"), a corporation organized and existing under the laws of the state of California. MHP Owner/Operator and PG&E may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, PG&E offers a ten-year program under the direction of the California Public Utilities Commission ("CPUC" or "Commission") pursuant to Decision 20-04-004 whereby master-metered Mobilehome Parks ("MHP") may elect to convert to direct utility service, with eligible costs for "To-the-Meter" and "Beyond-the-Meter" work to be borne by PG&E (MHP Program).

WHEREAS, MHP Owner/Operator desires to convert the master-metered system(s) in its MHP to direct service from PG&E under the MHP Program.

In accordance with the foregoing premises, the Parties agree as follows:

1. General Description of Agreement

1.1. This Agreement is a legally binding contract. The Parties agree to be bound by the terms and conditions set forth herein, incorporated herein by reference, and the requirements of Electric and Gas Rule 28 ("MHP Rules"). This Agreement and the MHP Rules shall govern the conversion of the entire private owned and operated electric and/or natural gas distribution system servicing the MHP to direct PG&E electric and/or gas distribution and service, including all HCD permitted Mobilehome Spaces (MH-Space), eligible common areas, permanent buildings, and/or structures that currently have utility service.

Utility service to be converted to direct PG&E service (check one)
☐ Electric Only ☐ Gas Only ☐ Electric & Gas

If the gas or electric service at the MHP is provided by a different Utility, please provide the name of the Utility who provides the other service.

☐ Electric ☐ Gas Name of Utility: _____

1.2. Prior to signing this Agreement, the MHP Owner/Operator would have already submitted the California Public Utilities Commission (CPUC or Commission's) "Form of Intent" and the MHP Application (Form 79-1164), and continue to be bound by the terms set forth in those documents.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

1.3. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of occupied residential MH-Spaces permitted by the California Department of Housing and Community Development or its designed agency, within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH-Space permitted by the California Department of Housing and Community Development or its designed agency, that are designated on the MHP Application that are currently able to receive electric and/or gas service from the existing master-metered system (Legacy System)

1.4. The MHP Owner/Operator must provide the following documents with the MHP Agreement pursuant to MHP Program criteria in MHP Rules: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) if the MHP is operated on leased real property, proof that the land lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utilities; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).

1.5. This Agreement Commission conforms to (D.)20-04-004 and has been approved by the CPUC for use between PG&E and the MHP Owner/Operator. The terms and conditions of this Agreement may not be waived, altered, amended or modified, except as authorized by the CPUC. 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.

2. Representations

2.1. Each Party agrees to the terms and conditions of the MHP Program as stated in this Agreement, the MHP Application and MHP Rules. All tariffs associated with this Program may be amended from time to time, subject to CPUC approval.

2.2. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for such Party in the execution of this Agreement.

2.3. Each Party represents that: (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate entities; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

2.4. Each Party shall (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable regulations, laws, City and County ordinances and recognized professional standards.

3. Submittal of Agreements and Documents

3.1. Upon receipt of the Agreement, the MHP Owner Operator will have thirty (30) calendar days to sign and submit the Agreement to PG&E.

3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. PG&E and the Commission encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. PG&E reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs as specified in Section 10 of this Agreement.

3.3. Agreements and documents shall be mailed to:

Mobilehome Park Utility Conversion Program
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10B
San Francisco, CA 94105-1814

4. Contractor selected by the MHP Owner/Operator to Perform "Beyond-the-Meter" Work

4.1. MHP Owner/Operator shall select a qualified, licensed contractor to perform the "Beyond-the-Meter" work at the MHP and shall consult and coordinate with PG&E on such selection. The MHP Owner/Operator shall provide in Attachment B, multiple bids (where applicable at least three) from contractors for proposed "Beyond-the-Meter" work during the time frames specified by PG&E.

4.2. If PG&E and the MHP Owner/Operator fail to agree upon the qualifications of the contractor selected to perform "Beyond-the-Meter" work, the CPUC's Safety and Enforcement Division (SED) will be consulted to resolve the dispute.

4.3. The Contractor shall be selected based on the "most cost-effective option". PG&E reserves the right to review the reasonableness of bids for "Beyond-the-Meter" work that are received by the MHP Owner/Operator. PG&E and the CPUC encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).

4.4. The MHP Owner/Operator understands and agrees that neither PG&E's consultation and coordination with the MHP Owner/Operator regarding the selection of a Contractor, nor its review of bids or other pricing terms, constitutes an endorsement by PG&E of said Contractor or its work. Further, the MHP Owner/Operator understands and agrees that PG&E makes no guarantee or warranty, either

expressed or implied, with respect to the Contractor's work. The MHP Owner/Operator understands and agrees that PG&E will not be liable for any claims related to "Beyond-the-Meter" facilities, including but not limited to claims related to the planning, design, construction and/or maintenance of such facilities, and the MHP Owner/Operator agrees to indemnify, defend and hold harmless PG&E and its officers, directors, employees and/or agents from and against any such claims.

5. MHP Owner/Operator Responsibilities

5.1. The MHP Owner/Operator will continue to have sole responsibility for compliance with all applicable laws governing Mobilehome Parks and compliance with the MHP's own Rules and Regulations.

5.2. Easements

5.2.1. The MHP Owner/Operator shall provide or assist in obtaining rights-of-ways or easement as required by the Utility's Distribution and Service Extension Rules (Rule 15 & 16) and (D.) 20-04-004.

5.2.2. PG&E shall at all times have the right to enter and leave the park for any purpose connected with the furnishing of electric /gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, and under all applicable PG&E tariffs.

5.3. Engineering and Planning – Electric Distribution System

5.3.1. The "Beyond-the-Meter" electrical system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of service equipment. Required permits must be obtained and shall be available for inspection by PG&E.

5.3.2. PG&E will normally design and install a single phase, 120/240 volts, 100-ampere electric meter service equipment at each individual MH-Space. Any requests for service modifications beyond the 100-ampere electric service or relocations beyond what is being provided by the MHP Program will be handled under PG&E's current Rules and Tariffs.

5.4. Engineering and Planning – Gas Distribution System

5.4.1. The "Beyond-the-Meter" gas system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of gas house lines. Required permits must be obtained and shall be available for inspection by the UTILITY.

5.4.2. PG&E will design and install a natural gas service line to deliver sufficient volume at PG&E's standard delivery. Any requests for service modifications

beyond the standard delivery or relocations beyond what is being provided by the MHP Program will be handled under PG&E's current Rules and Tariffs.

5.5. Engineering and Planning – General

5.5.1. MHP Owner/Operator shall ensure that any proposal for "Beyond-the-Meter" work prepared or received by the MHP Owner/Operator is based on a full knowledge of all conditions that would affect the cost and conduct of the conversion. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to PG&E the physical conditions at the work site, including as applicable, potential cultural sites, potential environmental issues, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; the extent of established lines and levels. MHP Owner/Operators who fail to disclose potential issues during the design phase risk removal from the program by PG&E.

5.5.2. MHP Owner/Operator will at all times own and is responsible for the "Beyond-the-Meter" utility service facilities.

5.5.3. Requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator and such modifications and additional incremental costs, will be the sole responsibility of the MHP Owner/Operator. Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rule and Regulations. PG&E will process such requests under current applicable tariffs. Such requests for "To-the-Meter" services may require a separate service extension contract and shall be done in accordance with the effective service extension tariff. To the extent not covered by separate contract, costs for such requests are shown in Attachments C, D and E, attached hereto and incorporated herein. All costs not covered by the MHP Program must be paid in full to PG&E prior to or with the submittal of the MHP Agreement in order for the construction phase to begin.

5.5.3.1. The MHP Owner/Operator, or its representative, is responsible to collect any and all fees associated with "To-the-Meter" service modifications that are not covered by the MHP Program that were requested on behalf of the MH-Owner and due to PG&E under the current Rules and Tariffs and forward those payments to the appropriate Utility.

5.5.3.2. "Beyond-the-Meter" service modifications that are not covered by the MHP Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below ground installations), will not be eligible for reimbursement from PG&E.

5.5.3.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order that may require redesign and/or re-engineering. Additional redesigned and/or re-engineered costs will not be eligible for reimbursement from PG&E and will be the sole responsibility of the requesting party.

5.5.4. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by PG&E and/or the contractor. Temporary facilities may include, but is not limited to, storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP. Relocation or removal of such items will not be eligible for reimbursement from PG&E.

5.5.5. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the park's common area, such as the office, clubhouse, laundry facilities, streetlights, etc., and their associated "Beyond-the-Meter" facilities. Utility meters will be installed to serve these facilities. MHP Owner/Operator will be responsible payment of Utility bills associated with such meters. Additional facilities that may be requested (e.g. streetlight fixtures) and associated energy charges for the common area facilities will be based on the applicable tariff and will not be eligible for reimbursement from PG&E.

5.6. Existing Distribution System (Legacy System)

5.6.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submeter system ("Legacy System") and continue to provide utility service to the MHP residents until cutover to the new direct PG&E service system. At all times, the Legacy System will remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (if required), decommissioning and any environmental remediation.

5.6.2. If the MHP has an existing propane gas distribution system, PG&E will, upon request, replace it with a natural gas distribution system, provided that; 1) the Utility offers natural gas service and the MHP is located within the franchise area that the Utility serves; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be replaced under the Utility's existing Distribution and Service Extension Rules (Rule 15 & 16) and would not qualify under the MHP Program.

5.7. Permits

5.7.1. Except for the routine, ministerial construction permits to be acquired by PG&E pursuant to Section 6 of this Agreement, the acquisition of all other permits that may be necessary will be the responsibility of the MHP Owner/Operator. This includes, but not limited to, the following:

- Environmental and governmental agency permits.
- Caltrans permits.
- Railroad permits.
- HCD and/or local City and County building permits for electric and/or gas service work necessary to install new service delivery facilities including, but not limited to, gas house lines, electric meter pedestals, and terminations
- Permits for the abandonment of the Legacy System.

The work performed by the MHP Owner/Operator's Contractor will include submittal of permits associated with all "Beyond-the-Meter" work to the agency with jurisdictional authority and such permits will be reimbursable under the MHP Program. Permitting costs related to the abandonment of the Legacy System will not be reimbursable under the MHP Program and are the responsibility of the MHP Owner/Operator.

PG&E may assist the MHP Owner/Operator in preparation and submittal of all other permit applications, but construction permits not covered by PG&E will be paid by the MHP Owner/Operator.

5.8. Environmental, Endangered Species and Cultural Resources Review

5.8.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues, and the costs associated with those efforts, are the sole responsibility of MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority. No utility shall assume any remediation responsibility and utility ratepayers shall bear no costs associated with any required remediation.

5.8.2. Any environmental, endangered species and cultural resources issues that are identified during the conversion will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall resolve these issues prior to work resuming at the MHP. MHP Owner/Operator may be granted additional time by PG&E to resolve environmental, endangered species and cultural resources issues prior to completing the conversion, however, such time will not exceed the period of the MHP Program, unless approved by the CPUC.

5.9. Outreach and Education

5.9.1. The MHP Representative will be the liaison for the MHP Owner/Operator and will be responsible for relaying project information to MHP Residents and to PG&E. The MHP Representative shall provide status updates to the MHP Owner/Operator and the MHP Residents from PG&E and provide timely status updates from contractor and MHP Owner/Operator to Utility.

5.9.2. All costs associated with the MHP Representative in performing the duties associated with the Program will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Program.

5.9.3. The MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Program that are intended for the MHP residents. The MHP Representative shall distribute the information to the residents in a timely manner in accordance to MHP's Rules and Regulations

5.9.4. The MHP Owner/Operator must allow PG&E to directly contact the MHP residents during the project regarding the MHP Program, account setup and other utility programs. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement (Attachment A). The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information.

5.9.5. The MHP Representative shall ensure that its contractor works with PG&E and keeps the MHP residents informed of the status of the "Beyond-the-Meter" work. Communications will include notices such as temporary outages, detours or street closures. The MHP Representative will also ensure that such notices will remain consistent with PG&E communications and be distributed in a timely manner.

5.10. Construction

5.10.1. Construction of the conversion project may commence after compliance with Section D.3.b of the MHP Rules.

5.10.2. The MHP Owner/Operator shall work cooperatively with PG&E to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of PG&E's construction materials and equipment during the project.

5.11. Cutover / Completion of Conversion

5.11.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.

5.11.2. Cutover cannot occur until PG&E is satisfied that 24 hour access is available to all utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a utility approved locking device with a utility keyway.

Where electronic gates may be involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller.

5.11.3. The MHP Owner/Operator is responsible for discontinuing MHP utility service to all qualifying MH-spaces no later than 90 days after PG&E is ready to cutover all qualifying MH-spaces to direct Utility service.

5.11.4. If requested by PG&E, the MHP Owner/Operator shall require Contractor to be available perform joint cutover with PG&E for the individual services within the MHP.

5.11.5. If requested by the Utility, the MHP Owner/Operator shall have their Contractor purge the gas legacy master-meter system of unpressurized gas to ensure safety of the disconnected gas system.

6. Utility's Responsibilities

6.1. Engineering and Planning

6.1.1. PG&E will design and install the new "To-the-Meter" electric and/or gas distribution and service system for the MHP to meet current PG&E design standards and applicable codes, regulations and requirements based on the most economic, convenient and efficient service route.

To the extent possible, PG&E will design and install the new distribution and service system up to the Service Delivery Point on a "like for like" basis to the existing system. For example, an existing 200 ampere overhead electric service will be replaced with a 200 ampere overhead electric service. If both electric and gas are requested to be replaced and electric service is provided overhead, PG&E will have the option to offer underground electric service if it is cost effective to do so. If gas service is located above ground, PG&E will underground the gas service as well as the electric service, if present.

6.1.2. PG&E will prepare a preliminary design package for the new electric and/or gas system and prepare all necessary land rights documents.

6.1.3. PG&E will consult with the MHP Owner/Operator to identify the location of each electric and/or gas meter and any protection required for the metering service equipment. PG&E will have the final approval of the location of the meter.

6.1.4. PG&E will include with the MHP Program additional reasonable services for common use areas at the discretion of the Commission Safety Enforcement Division within the MHP that will be served under commercial rate schedules.

6.1.5. PG&E will design and install the "To-the-Meter" facilities to accommodate a service equivalent to the existing service. If the existing electric service is less than 100 amperes, the utility will design and install "To-the-Meter" facilities to accommodate 100 ampere service as part of the MHP Program.

6.1.6. With the exception of the 100 ampere minimum electric service, any requests for service upgrades or relocations beyond what is being provided by the MHP Program will be handled under PG&E's current Rules and Tariffs. Such requests may be made by the MHP Owner or the individual MHP residents, and such upgrades and additional incremental costs will be the sole responsibility of the requesting party.

6.1.7. If applicable, PG&E will design and install a natural gas service line at each individual MH-Space to deliver sufficient volume at PG&E's standard delivery.

6.1.8. Vacant MH-Spaces will receive a stub to the location of the future "Service Delivery Point" during the MHP Program. When a previously vacant space becomes occupied subsequent to cutover, a line extension contract will be required to extend service per normal line extension rules (Rule 16).

6.2. Permits

6.2.1. PG&E will acquire routine, ministerial construction permits, such as encroachment permits necessary for trenching within public rights-of-way.

6.2.2. PG&E will review all permits prior to construction. No work will be performed by PG&E or the Contractor under the MHP Program until the MHP's Owner/Operator and/or PG&E obtains the required permits.

6.3. Environmental and Cultural Resources Review

6.3.1. PG&E shall conduct a "desktop" environmental, endangered species and cultural resources review of the proposed work at the MHP. If such review indicates any environmental, endangered species and cultural resources issues, PG&E will immediately suspend of work at the MHP. PG&E will not resume work until it has received authorization from appropriate experts and/or agency with jurisdictional authority. PG&E assumes no remediation responsibility or liability. Costs for remediation are not eligible for reimbursement from the MHP Program.

6.4. Outreach and Education

6.4.1. PG&E will work with the MHP Owner/Operator and/or the MHP Representative on outreach and education to MHP residents.

6.4.2. During the construction phase, PG&E will work with the MHP Representative to keep the MHP residents informed of the status of the project, including notice of temporary outages, detours or street closures, and other issues related to the project. Information provided by PG&E will include, but is not limited to, "transition kits" for the MHP residents with information about construction work impacts, timing, account setup instructions, utility programs and services such as California Alternate Rate for Energy (CARE), medical assistance program, energy efficiency and demand response opportunities. PG&E will work with the

MHP Representative to ensure all notices and project information is communicated and distributed in a timely manner.

6.4.3. PG&E will manage communications with the Commission, California Department of Housing and Community Development (HCD), other utilities, local government, local media, and other parties, as necessary, regarding the MHP Program activities.

6.5. Construction

6.5.1. PG&E will install, or select a qualified licensed contractor to install the new "To-the-Meter" electric and/or gas distribution systems that will meet all current electric and/or gas design standards, applicable codes, regulations and requirements. Facilities and services installed will be based on the agreed upon design.

6.5.2. PG&E will consult and coordinate conversion activities with other utilities that may also serve the MHP, including municipal utilities, water, cable and telecommunication providers, to ensure efficiency and avoid unnecessary disruption and/or costs.

6.5.3. PG&E may commence conversion after compliance with Rule 28, D.3.b. PG&E may elect to wait until the MHP Owner/Operator can demonstrate construction of the "Beyond-the-Meter" facilities have been substantially completed, such facilities have been approved by the governing inspection authority and PG&E receives a copy of any inspection report or verification to begin construction. PG&E may also commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by PG&E and/or as scheduling and availability permits.

6.5.4. PG&E shall not remove the existing legacy system, unless necessary and the system shall be abandoned in place and PG&E shall isolate the new and existing legacy systems. PG&E shall not incur any expenses associated with the removal or retirement of the existing system under the conversion program. Should removal of the legacy distribution system be necessary to complete the conversion to direct utility service from PG&E, such costs may at PG&E's discretion be included in the MHP Program if it is necessary and can be done so efficiently.

6.6. Cutover / Completion of Project

6.6.1. PG&E will own, operate, and maintain all "To-the-Meter" electric and/or gas distribution and service systems within the MHP. Upon completion of the conversion, the facilities will be managed under and subject to Rule 15 and Rule 16 and other applicable tariffs.

6.6.2. If necessary, PG&E will coordinate with the Contractor to jointly meet to perform joint cutover with PG&E for the individual services within the MHP.

6.6.3. PG&E will reimburse the MHP Owner/Operator for all qualifying "Beyond-the-Meter" work as summarized in Attachment C.

6.6.4. PG&E or its Contractor shall purge the gas Legacy System of unpressurized gas to ensure safety of the disconnected system.

7. Safety

7.1. IMPORTANCE OF SAFETY: The Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Program and Parties are responsible for performing the work in a safe manner. Parties shall plan and conduct the work, and shall require all contractors and subcontractors to abide by all safety requirements incorporated herein and to perform their portion of the work, in accordance with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. The MHP Owner/Operator shall require its Contractor to provide necessary training to its employees and Subcontractors to inform them of the foregoing safety and health rules and standards. Should PG&E at any time observe the contractor, or any of its subcontractors, performing the work in an unsafe manner, or in a manner that may, if continued, become unsafe, then PG&E shall have the right (but not the obligation) to require the MHP Owner/Operator to stop contractor's work affected by the unsafe practice until contractor has taken corrective action so that the work performance has been rendered safe.

7.2. Regulations and Conduct of Work: MHP Owner/Operator shall assure that its contractor plans and conducts the work to safeguard persons and property from injury. MHP Owner/Operator shall direct the performance of the work by its contractor in compliance with reasonable safety and work practices and with all applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health, including the wearing of "hard hats" at the worksite if applicable. Work in areas adjacent to electrically energized facilities and/or operating natural gas facilities shall be performed in accordance with said practices, laws, rules, and regulations. PG&E may designate safety precautions in addition to those in use or proposed by contractor. PG&E reserves the right to inspect the work and to halt construction to ensure compliance with reasonable and safe work practices and with all applicable federal, state, and local laws, rules, and regulations. Neither the requirement that contractor working on behalf of the MHP Owner/Operator follow said practices and applicable laws, rules, and regulations, nor adherence thereto by contractor, shall relieve MHP Owner/Operator of the sole responsibility to maintain safe and efficient working conditions.

7.3. Additional Precautions: Upon PG&E's request, the MHP Owner/Operator shall require its contractor to provide certain safeguards not in use but considered necessary and if contractor fails to comply with the request within a reasonable time, PG&E may provide the safeguards at MHP Owner/Operator's expense. Failure to

comply with safety precautions required by PG&E may result in termination of the Agreement for cause.

7.4. Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to PG&E, MHP Owner/Operator, contractors, subcontractors, MHP residents, and/or the general public. Upon notice, the responsible party shall investigate the potential safety hazard, and if necessary, take actions to remedy the situation.

7.5. The MHP Owner/Operator shall be responsible for notifying local emergency services, if required, about pending road closures or detours that may affect life safety and services to the MHP and MHP residents.

8. Delay and Suspension of Work

8.1. Suspension of Work by PG&E: PG&E reserves the right to suspend the work under the MHP Utility Conversion Program to serve the needs of the greater public.

8.2. Notification of Delays: MHP Owner/Operator shall cause contractor to promptly notify PG&E in writing of any impending cause for delay that may affect PG&E's schedule. If possible, PG&E will coordinate and assist contractor in reducing the delay.

8.3. Delays by MHP Owner/Operator: No additional compensation or other concessions will be allowed to the MHP Owner/Operator for expenses resulting from delays for which MHP Owner/Operator is responsible. If, in PG&E's opinion, the delay is sufficient to prevent MHP Owner/Operator's compliance with the specified schedule, MHP Owner/Operator shall accelerate the work by overtime or other means, at MHP Owner/Operator's expense, to assure completion on schedule.

9. Termination

9.1. Either Party may, at its option, terminate upon 30 day written notice to the other Party.

9.1.1. PG&E may cancel or suspend this Agreement for, but not limited to, the following situations:

9.1.1.1. The failure, refusal or inability of the MHP Owner/Operator to perform the work in accordance with this Agreement for any reason (except for those reasons that are beyond MHP Owner/Operator's control) after receiving notice from PG&E and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at PG&E's option, safety or security violations may result in immediate termination; or

9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate its responsibilities under this Agreement within six (6) months of the execution of this Agreement; or

9.1.1.3. The failure or inability of the MHP Owner/Operator to complete the work and be ready to receive service from PG&E within twelve (12) months of the execution of this Agreement; or

9.1.1.4. A legal action is placed against the MHP Owner/Operator which, in PG&E's opinion, may interfere with the performance of the conversion.

9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:

9.1.2.1. Reimburse PG&E for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MH-Space or common area. PG&E's costs may include, but is not limited to, "To-the-Meter" labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work; and

9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work that did not result in a direct PG&E service of an individual MH-Space; and

9.1.2.3. Repay in full to PG&E any reimbursements paid to the MHP Owner/Operator for partial work completed by its contractor.

9.1.3. In the event of termination, PG&E shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of cancellation that resulted in direct PG&E service which are of benefit to PG&E. In no event shall PG&E be liable for lost or anticipated profits or overhead on uncompleted portions of the work due to termination.

9.1.4. Cancelled MHP Agreement may, at the Utilities option, result in the removal the MHP from the MHP Program and the selection of the next MHP that is on the waiting list for the MHP Program.

9.1.5. MHP Owner/Operator shall be liable for additional costs to PG&E arising from termination. PG&E may terminate this Agreement, suspend work and/or the MHP Program if directed to do so by the CPUC. Liability of incomplete projects will be determined by the CPUC.

10. Costs Covered by the MHP Program and Reimbursement to MHP Owner/Operator

10.1. All costs incurred by PG&E to provide "To-the-Meter" facilities for a typical utility service for each qualifying MH-Space will be covered under the MHP Program.

10.2. Requests for service entrance relocations, rearrangements and upgrades are not covered under the MHP Program.

10.3. Additional reasonable services at the discretion of the Commission Safety and Enforcement Division for common use areas within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP Utility Conversion Program and will not provide "Beyond-the-Meter" reimbursements for these common area services. PG&E will not provide the service panel.

10.4. PG&E will reimburse the MHP Owner/Operator based on the invoice for the "Beyond-the-Meter" to be performed by the contractor. The amount that is eligible for reimbursement for the "Beyond-the-Meter" work shall not exceed the "Cost Covered by the MHP Program" amount listed on Attachment C, without prior written approval from PG&E. PG&E will review all invoices received for the "Beyond-the-Meter" work by the contractor and will reimburse the MHP Owner/Operator for all prudently occurred and reasonable construction expenditures. The MHP Program will not cover or reimburse costs for any modification or retrofit of the mobilehome or manufactured home.

10.5. As soon as practicable and after any jurisdictional authorities have inspected and approved operation of the "Beyond-the-Meter" work, the MHP Owner/Operator may submit invoices to PG&E for "Beyond-the-Meter" work. Invoices submitted shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MH-Space compared to the total number of eligible MH-Spaces at the MHP. The final reimbursement for the "Beyond-the-Meter" work will be paid to the MHP Owner/Operator after the final cutover has been completed and the entire MHP has been converted to direct PG&E service.

10.6. Invoices shall include a listing of MH-Spaces that completed the service conversion, and an itemized list and costs for equipment, materials, and labor for "Beyond-the-Meter" facilities that are both covered and not covered by the MHP Program.

11. Nondisclosure

11.1. Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Without limiting the foregoing, Confidential Information shall also include information provided by the MHP Owner/Operator regarding the MHP residents. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential

information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.

11.2. Notwithstanding the foregoing, Confidential Information may be disclosed to the CPUC and any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

12. Indemnification

12.1. MHP Owner/Operator shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, MHP Owner/Operator, Contractor or Subcontractor; injury to property of PG&E, MHP Owner/Operator, Contractor, Subcontractor, or a third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with MHP Owner/Operator performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active gross negligence or willful misconduct of PG&E, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless PG&E from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which PG&E shall have no liability. A utility shall have no liability for the MHP master-metered system (referred to as legacy systems), or the “Beyond-the-Meter” infrastructure installed during conversion, and the MHP owner will hold harmless, defend and indemnify PG&E from all causes of action or claims arising from or related to these systems.

12.2. MHP Owner/Operator acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

12.3. MHP Owner/Operator shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. MHP Owner/Operator shall pay all costs

that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

13. Compliance with Laws and Regulations

13.1. During the performance of the Work, MHP Owner/Operator, contractor and its subcontractors, agents and employees shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations and orders made or promulgated by any government, government agency or department, municipality, board, commission or other regulatory body; and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations or plans.

13.2. MHP Owner/Operator shall require any contractor or subcontractor to whom any portion of the work to be performed hereunder may be contracted to comply with provisions of this paragraph, and agrees to save and hold PG&E harmless from any and all penalties, actions, causes of action, damages, claims and demands whatsoever arising out of or occasioned by failure of MHP Owner/Operator and Contractor or a Subcontractor to make full and proper compliance with said bylaws, rules, regulations, laws, orders, stipulations or plans.

14. Governing Law

This Agreement shall be deemed to be a contract made under laws of the State of California and for all purposes shall be construed in accordance with the laws of said state.

15. Entire Agreement

This Agreement consists of, in its entirety, Mobilehome Park Utility Conversion Program Agreement and all attachments hereto, the MHP Application and PG&E's Electric and Gas Rule 28. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

16. Enforceability

If any provision of this Agreement thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

17. Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a

public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure Event"), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch.

18. Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

Name of Mobilehome Park	**PACIFIC GAS AND ELECTRIC COMPANY**
Company Name of Owner/Operator	
Signature	*Signature*
Print Name	*Type/Print Name*
Title	*Title*
Date	*Date*

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT
Attachment A
Documents and Declaration

A. Additional Documentation

As described in the Applicability Section of Rule 28 (Section A.1) and Section 1.4 of the Agreement the MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Mobilehome Park Utility Conversion Program:

1. The MHP Owner/Operator must provide a copy of a valid operating license from the governmental entity with relevant authority; (Required)

2. If the MHP is operated on leased real property, a copy of the land lease agreement must be provided. The land lease agreement must supply proof that the lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utilities.

As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement. The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information.

Please attach copies of the above required documents to this page (Attachment A – Required Documents) of the Mobilehome Park Utility ConversionProgram Agreement.

B. Declaration of Non-Condemnation

In accordance with CPUC Decision (D.) 20-04-004, and subject to the requirements of Gas and Electric Rule 28, all MHP participating in the MHP Utility Conversion Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.

I, _____, (print name of authorized signatory) declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the MHP Owner/Operator and declare that the Mobilehome Park is not subject to any enforceable condemnation order or to pending condemnation proceedings.

_____	_____
Name of Mobilehome Park	Authorized Signature
_____	_____
Company Name of Owner/Operator	Print Name
_____	_____
Date	Title

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment B
Contractor Selection

MHP Owner/Operator shall select a qualified, licensed contractor to perform "Beyond-the-Meter" work to MH-Spaces and shall consult and coordinate with PG&E on such selection and provide information about the selected contractor below.

Selection of the contactor shall be based on the "most cost-effective option." PG&E reserves the right to review the reasonableness of the bids received by the MHP Owner/Operator to perform the "Beyond-the-Meter" work. PG&E and the Commission encourage consultation and coordination between the Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

If PG&E and the MHP Owner/Operator fail to agree upon the qualifications of the contractor, the CPUC's Safety and Enforcement Division (SED) will be consulted to resolve the dispute.

In all instances, the work performed by the contractor must meet PG&E's current standards as specified in the Utility's Electric and/or Gas Service Requirement manual and have approval from applicable governing inspection authority(ies).

- Contractor Name: _____

  State Contractor License #: _____

  Contact Person: _____

  Title: _____

  Address:_____

  City:_____ State _____ ZIP: _____

  Day Phone: _____

  Cell Phone: _____

  Fax: _____

  Email Address _____

  Total Estimated Cost to Perform all "Beyond-the-Meter" work for the MHP (See Attachments C) $ _____

Secondary Contractor (if required)

- Contractor Name: _____

State Contractor License #: _____

Contact Person: _____

Title: _____

Address:_____

City:_____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address _____

Total Estimated Cost to Perform all "Beyond-the-Meter"
work for the MHP (See Attachments C) $ _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Project

MHP Owner/Operator: _____

Project Name: _____

Address: _____

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 20-04-004, and subject to the requirements of Gas and Electric Rule 28, PG&E is offering the Mobilehome Park Utility Conversion Program to convert existing privately owned master-meter/sub-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities ("MHP"), to direct PG&E service for each individual space within MHP.

Utility service to be converted to direct PG&E service (check one)

☐ Electric Only ☐ Gas Only ☐ Electric & Gas

The number of MH-Spaces that will be eligible for conversion to direct PG&E service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of residential MH-Space spaces within the MHP and that are designated on the MHP Application. PG&E will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules.

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Program. Any additional common use area meters and services that are not provided by the program will be designed and installed under the guidance of the Service Relocation and Rearrangement section of Gas and Electric Rule 16.

Table C.-1 Illustrate the financially responsible party for the "To-the-Meter" and "Beyond-the-Meter" services under the MHP Program

	"To-the-Meter" Facilities and Equipment installed by PG&E Financially Responsible Party			**"Beyond-the-Meter"** Facilities and Equipment installed by Contractor Financially Responsible Party		
Table C-1	Covered by MHP Program	MHP Owner/ Operator	Requesting MH Owner	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting MH Owner
Service to Individual MH-Spaces	X			X		
Service to Common Use Areas	X				X	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes where the MHP lots are owned by the resident residing on the lot			X			X
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space in where the lots are not owned by the resident residing on the lot (leased or rented spaces)		X			X	

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Project

A. PG&E's Estimated "To-the-Meter" Project Costs Not Covered by the Program
(To be completed by PG&E[1]

		Costs Not Covered by the MHP Program
Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, and surface repair activities [Project Cost to design and install "To-the-Meter" Facilities for the MHP]		$ _____
Electric System – Includes, but is not limited to, installation of cables, switches, transformers, SmartMeters™, conduits and substructures, and other facilities required to complete the distribution and service line extensions [Service upgrades or rearrangements requested on behalf of the MHP Owner/Operator not covered by the MHP Program].		$ _____
Gas System – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Program].		$ _____
Other – Includes, but is not limited to, easement estimate, SmartMeter™ network upgrade, and other cost associated with the project.		$ _____
		_____
PG&E's Total Estimated "To-the-Meter" Project Costs Not Covered by the Program	$	$ _____

[1] Service Upgrades beyond what is being provided by the program are listed on Attachment C.

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Project

B. MHP Owner/Operator's "Beyond-the-Meter" Project Costs
(To be completed by the MHP Owner/Operator, Attach Contractor's Job Estimate to Attachment C)

		Cost Covered by the MHP Program	Costs Not Covered by the MHP Program[2]
Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.		$ _____	$ _____
Electric System – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.	Materials:	$ _____	$ _____
	Labor:	$ _____	$ _____
Gas System – Includes, but is not limited to, houseline plumbing from the PG&E riser to the customer connection including labor and materials.	Materials:	$ _____	$ _____
	Labor:	$ _____	$ _____
Other – Includes, but is not limited to, permits as provided by contractor.		$ _____	$ _____
MHP Owner/Operator's Total Estimated "Beyond-the-Meter" Project Costs		$ _____	$ _____

C. Estimated Cost for MHP Service Conversion Project (A + B)		$ _____	$ _____
D. Number of MH-Spaces		_____	
E. Average Cost per MH-Space		$ _____	$ _____

[2] Provided breakdown of charges not covered by the program on Attachment C.

MOBILEHOME PARK PILOT SERVICES UTILITY CONVERSION PROGRAM AGREEMENT

Attachment D – Costs That The MHP Resident is Responsible for that is Not Covered Under The MHP

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Any service modifications and associated costs beyond what is being provided by the MHP Program as described in Gas Rule No. 28 and the Mobilehome Park Utility Conversion Program Agreement will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. Request for additional common use area meters and services that are not provided by the MHP Program, but approved by PG&E, will be designed under the guidance of the Utilities' Rules for Service Relocation and Rearrangement. Service modifications and relocations for MH-Spaces in a MHP where the lots are not owned by the resident residing on the lot (leased or rented spaces), must be requested by and is the responsibility of the MHP Owner/Operator.

The following service modifications have been requested by the MHP Owner and/or the MHP resident(s) (If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.)

_____

_____

A. Total Amount Due by MHP Owner/Operator for Service Modification and/or services not covered by the Program

1. Amount Due from MHP Owner/Operator to PG&E

- Amount due to PG&E for "To-the-Meter" work not covered by the MHP Program. $ _____
- Amount due to PG&E for "To-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas $ _____

Total $ _____

2. Amount Due from MHP Owner/Operator to the Contractor

- Amount due to the Contractor for "Beyond-the-Meter" Work for common use areas. $ _____
- Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas $ _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment D –
Costs That The MHP Owner/Operator is Responsible for that is Not Covered Under The MHP Program

3. Total amount due from MHP Owner/Operator for service modifications not covered by the MHP Program $ _____

Itemized Service Modifications or other services not covered by the MHP Program (Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

"To-the-Meter" Costs Not Covered By the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond-the-Meter" Costs Not Covered By the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment E –
Costs That The MH-Owner is Responsible for that is Not Covered Under The MHP Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities, where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rules and Regulations. These modifications, and associated costs, would be the responsibility of the requesting MH resident and will be handled under PG&E's current applicable Tariffs. All other requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program must be made by the MHP Owner/Operator and documented in Attachment D.

The MHP Owner/Operator is responsible to collect any and all fees associated with service modifications that were requested on behalf of the MH residents where the MHP lots are owned by the resident and forward those payments to PG&E with this Agreement.

A. Total Amount Due by MH Residents where the MHP lots are owned by the resident for Service Modification and/or services not covered by the Program

1. Amount Due from MH Residents to PG&E

   - Amount due to PG&E for "To-the-Meter" work not covered by the MHP Program. $ _____

2. Amount Due from MH Residents to the Contractor

   - Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MH Residents. $ _____

3. Total Owned by MH Residents for the MHP Program $ _____

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment E –
Costs That The MH-Owner is Responsible for that is Not Covered Under The MHP Program

Itemized Service Modifications or other services not covered by the MHP Program
(Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

"To-the-Meter" Costs Not Covered By the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond-the-Meter" Costs Not Covered By the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost

Electric Sample Form No. 79-1166
Non-Disclosure Agreement

Please Refer to Attached
Sample Form

NON-DISCLOSURE AGREEMENT
FORM 79-1166

THIS AGREEMENT is by and between _____ ("Recipient"), and _____ ("Pacific Gas and Electric Company" or "PG&E") on _____ ("Effective Date") and, if applicable, terminating on _____. This Agreement is entered into pursuant to California Public Utilities Commission Decision 14-05-016 (the "Commission Order") requiring that PG&E disclose certain information as specified in the Commission Order.

Subject to the Commission Order and this Agreement, Recipient and PG&E agree as follows:

1. This Agreement is limited to information and data as identified in Exhibit A to this Agreement, which is in the possession or control of the PG&E and for which this Commission Order requires an NDA prior to disclosure to a requesting party (hereinafter "Data"). This Agreement applies to such Data, whether conveyed orally or in written, electronic or other form of media, and whether or not marked as "proprietary," "confidential," or "trade secret." This includes customer-specific billing, credit, or usage information, electricity and/or gas usage information, which has not been publicly disclosed or within the public domain.

2. Protection of Data. In consideration of having access to such Data, and for the purpose specified below in Attachment B, the Recipient shall hold the Data in strict confidence, and not disclose it, or otherwise make it available to any person, entity or third party without the prior written consent of the PG&E. The Recipient agrees that all such Data:

a. Shall be used only for the purpose(s) as identified by Recipient and described below in Attachment B; and for no other secondary purpose; and

b. Shall be used in compliance with all applicable privacy and information security laws and regulations, including, without limitation, California Public Utilities Code Sections 394, 454.5(g) and 8380, California Civil Code Sections 654-655, 1798 et seq., and 3426-3426.11.

c. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically agreed to by Recipient and PG&E, and in conformance with the purpose(s) as identified in Attachment B; and

d. Shall, together with any copies, reproductions, documents or other records thereof, in any form created by the Recipient that contain Data be either (1) returned to PG&E upon completion of services or work product or (2) destroyed, with signed verification, by Recipient upon completion of services or work product described in Attachment B; and

e. Shall not be used to attempt to re-identify individual customers by combining or comparing the Data with other data either alrea3_2021dy available to the Recipient or other publicly available sources of information.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

3. PG&E shall provide the Recipient with access to the Data based on the understanding that the Data is needed by Recipient to implement their research/project or other use as explained in Attachment B.

4. PG&E shall not unreasonably withhold the Data from the Recipient and understands that any such action will impact and potentially hinder the research/project or use.

5. The Recipient agrees that the Data shall be released only to persons or entities involved in the research/project or use set forth in Attachment B, and the Recipient shall inform all persons or entities who have access to the Data that they are subject to the requirements of this agreement and obtain a certificate from each acknowledging that they agree to comply with this agreement.

6. The Recipient shall take all reasonable security precautions to keep confidential the Data provided by PG&E under this agreement. The Recipient is not prohibited from using or disclosing Data: (a) that the Recipient can demonstrate by written records was known to it prior to receipt from PG&E; (b) that is now, or becomes in the future, public knowledge other than through an act or omission of the Recipient; (c) that the Recipient obtains in good faith from a third party not bound by confidentiality obligations to PG&E; (d) that the Recipient develops independently, for which the Recipient can demonstrate by written records that independent development occurred without knowledge or use of the Data received by PG&E; (e) where the Data is not otherwise confidential, and identifying information has been removed such that an individual, family, household or residence, or non-residential customer cannot reasonably be identified or re-identified; or (f) when Data is not otherwise confidential, and is used by another party to perform statistical analysis and the underlying data is never disclosed to that party.

7. The Recipient shall take "Security Measures" with the handling of Data to ensure that the Data will not be compromised and shall be kept secure. Security Measures shall mean reasonable administrative, technical, and physical safeguards to protect Data from unauthorized access, destruction, use, modification or disclosure, including but not limited to:

a. written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing;

b. password protected workstations at Recipient's premises, any premises where Work or services are being performed, and any premises of any person who has access to such Data;

c. encryption of the Data;

d. measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any such Data including, but not limited to, restriction of physical access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in compliance with reasonable security requirements as agreed to between Recipient and Utility.

8. The Recipient upon the discovery of any unauthorized use or disclosure of the Data shall follow the protocol set forth in Attachment C and will cooperate in every reasonable way to help PG&E and the Commission prevent further unauthorized disclosure or use of the Data.

9. Notwithstanding other provisions of this agreement, Recipient may disclose any of the Data in the event it is required to do so by the disclosure requirements of any law, rule, or regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or governmental or regulatory agency of competent jurisdiction. Prior to making such disclosure, Recipient shall provide Utility with no less than 10 days' advance written notice of any such requirement so that Utility may, at its sole discretion, seek a protective order or other appropriate remedy.

10. Recipient may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Utility, which consent shall be at Utility's sole discretion. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Recipient of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this agreement and signed by authorized representatives of both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence by either party, but only by an instrument in writing signed by an authorized representative of the party. No waiver of any provisions of this agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

12. If any provision of this agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. This Agreement shall be governed by and interpreted in accordance with the laws of The State of California, without regard to its conflict of laws principles. In the event of any litigation to enforce or interpret any terms of this Agreement, the parties agree that such action will be brought in the Superior Court of the County of [Specify location], California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court in or closest to [Specify location], and the parties hereby submit to the exclusive jurisdiction of such courts. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

14. Recipient shall be liable for the actions of any disclosure or use by its Representatives contrary to the Commission Order and this Agreement. Except in connection with Recipient's obligations in Section 9 hereof, neither Party shall have any liability to the other for any special, indirect, incidental or consequential loss or damage whatsoever, even if such party has been advised in advance that such damages could occur.

15. Recipient shall defend and hold harmless Utility and its affiliates, officers, directors, employees, agents, representatives, successors and assigns, from and against any and all losses, causes of action, liabilities, damages and claims, and all related costs and expenses, fines, penalties, or interest, including reasonable outside legal fees and costs, arising out of, in connection with, or relating to Recipient's use, maintenance and/or disclosure of Data.

16. Notwithstanding expiration or termination of this Agreement, the obligations of Recipient under this Agreement to protect or (upon termination, destroy) the Data shall continue in perpetuity.

17. All notices to be given under this Agreement shall be in writing and sent by (a) a nationally recognized overnight courier service, in which case notice shall be deemed delivered as of the date shown on the courier's delivery receipt, (b) facsimile or electronic mail during business hours of the recipient, with a copy of the notice also deposited in the United States mail (postage prepaid) the same business day, in which case notice shall be deemed delivered on successful transmission by facsimile or electronic mail, or (c) United States mail, postage prepaid, in which case notice shall be deemed delivered as of two business days after deposit in the mail, addressed as follows:

<u>If to PG&E:</u>

<u>If to Recipient:</u>

The notice information for each Party set forth above may be changed by such Party upon written notice to the Party, provided that no such notice shall be effective until actual receipt of such notice by the other Party. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

18. Neither party shall have any liability to the other for any special, indirect, incidental, punitive, exemplary or consequential losses or damages arising out of this Agreement, including, without limitation, loss of funding, even if such party has been advised in advance that such damages could occur.

19. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

20. Governing Authority. 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.

NON-DISCLOSURE AGREEMENT
FORM 79-1166

This agreement is effective when accepted and executed by PG&E.

BY:

	PACIFIC GAS AND ELECTRIC COMPANY
Company	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

NON-DISCLOSURE AGREEMENT

Exhibit A

Requested Information and Data

NON-DISCLOSURE AGREEMENT

Exhibit B

Project/Research Description(s)

NON-DISCLOSURE AGREEMENT

Exhibit C

Security Breach Protocol

Recipient shall immediately notify the Commission and PG&E in writing of any unauthorized access or disclosure of the Data.

a. Recipient shall take reasonable measures within its control to immediately stop the unauthorized access or disclosure of Data to prevent recurrence and to return to Utility any copies.

b. Recipient shall provide the Commission and PG&E (i) a brief summary of the issue, facts, and status of Recipient's investigation; (ii) the potential number of individuals affected by the security breach; (iii) the Data that may be implicated by the security breach; and (iv) any other information pertinent to PG&E's understanding of the security breach and the exposure or potential exposure of the Data.

c. Recipient shall investigate such breach or potential breach, and shall inform PG&E, in writing, of the results of such investigation, and assist PG&E (at Recipient's sole cost and expense) in maintaining the confidentiality of such Data.

d. If requested in writing by PG&E or by the Commission, Recipient will notify the potentially affected persons regarding such breach or potential breach within a reasonable time period determined by PG&E and in a form as specifically approved in writing by PG&E. In addition, in no event shall Recipient issue or permit to be issued any public statements regarding the security breach involving the Data unless PG&E requests Recipient to do so in writing.

NON-DISCLOSURE AGREEMENT

Exhibit D

Non-Disclosure Certificate

I, _____, hereby certify that (i) I am an employee, agent or contractor of [specify Recipient's legal name] ("Recipient"), (ii) I understand that access to Data (as defined in the NDA) will be provided to me pursuant to the terms and restrictions of that certain Non-Disclosure Agreement, dated and effective [specify date set forth in introductory paragraph of NDA], by and between Pacific Gas and Electric Company and Recipient ("NDA"), (iii) I have been given a copy of and have read and understand the NDA, and I agree to be bound by the NDA and all of its terms and restrictions in my capacity as a researcher of Recipient, and (iv) I shall not disclose (other than in accordance with the NDA) to anyone the contents of the Data, or any other form of information, that copies or discloses the Data.

By: _____

Title: _____

Organization: _____

Date:_____

Electric Sample Form No. 79-1167 Sheet 1
Local Governments Terms of Service Acceptance Agreement

Please Refer to Attached
Sample Form

LOCAL GOVERNMENTS TERMS OF SERVICE ACCEPTANCE AGREEMENT

FORM 79-1167

As set forth in Ordering Paragraph 5 and Section 8 of California Public Utilities Decision (D.) 14-05-016, eligible local governments requesting aggregated and anonymous energy usage data pursuant to the Decision must expressly agree to the following terms of service prior to receiving any such data.

a. The local government agrees to use the data for the purposes stated in the request.

b. The local government agrees to not release the data to another third party or publicly disclose the data.

c. Prior to the release of any data to a requesting local government PG&E must inform the Executive Director of the Commission via a formal letter four weeks in advance of the proposed transfer. The letter shall contain the following information:

   1. The purpose identified by the local government requesting data.

      i. A description of the data requested and to be released.

d. The local government agrees to immediately notify the Commission and the utility in writing of any unauthorized access or disclosure of the data.

e. The local government agrees to require all agents, contractors, consultants, or other representatives of the local government that are not employees of the local government to agree to and execute the Non-Disclosure Certificate attached to this agreement, and to provide the utility with copies of all such Non-Disclosure Certificates, prior to any disclosure or use of the data by such agents, contractors, consultants or other representatives.

f. The local government agrees to comply with the laws, rules and orders of the California Public Utilities Commission applicable to the release, use and disclosure of the data, including D.14-05-016.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

g. 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.

Agreed By: _____

Title: _____

Name of Local Government:

_____

Date:_____

Agreed By: _____

Title:_____

On behalf of PG&E

Date: _____

Non-Disclosure Certificate

I, _____, hereby certify that (i) I am an agent, contractor, consultant or representative of [specify local government's name], (ii) I understand that access to energy usage data will be provided to me by [name of local government] pursuant to the terms and restrictions of that certain "Local Government's Terms of Service Acceptance Agreement" ("Agreement") by and between [name of local government] and PG&E, dated and effective [date], (iii) I have been given a copy of and have read and understand the Agreement, and I agree to be bound by the Agreement and all of its terms and restrictions in my capacity as agent, contractor, consultant or representative of [name of local government], (iv) I shall not disclose (other than in accordance with the Agreement) to anyone the contents of the data, or any other form of information, that copies or discloses the data; and (v) I agree that [name of local government and PG&E] are third-party beneficiaries of this Non-Disclosure Certificate.

By:_____

Title:_____

Organization:_____

Date:_____

Electric Sample Form No. 79-1169
Gas and Electric Extension Agreement

Sheet 1

Please Refer to Attached
Sample Form

Gas and Electric Extension Agreement*

For Internal Use
Notification #
G-PM #
E-PM #
Prior MLX/PM #
Customer #

[DATE]

[CUSTOMER NAME]
[ADDRESS]
[CITY, STATE, ZIP]

RE: [PROJECT NAME,
ADDRESS]

Dear [CUSTOMER NAME]:

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

WORK TO BE DONE BY	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E										
Customer										

	GAS	ELECTRIC
Total non-refundable project costs	**$**	**$**
Refundable extension costs	$	$
Allowances (credit)	–$	–$
Net refundable amount	**=$**	**=$**
10-YEAR REFUNDABLE OPTION		
Net refundable amount	$	$
Credit for value of design and/or facilities provided by applicant	–$	–$
Total non-refundable project costs	+$	+$
Total (if you select this option)	**=$**	**=$**
NON-REFUNDABLE 50% DISCOUNT OPTION		
Net refundable amount	$	$
Discount: 50% of Net refundable amount	–$	–$
Credit for value of design and/or facilities provided by applicant	–$	–$
Total non-refundable project costs	+$	+$
Total (if you select this option)	**=$**	**=$**
Potential refund per residential lot/unit	$	$
Potential reimbursement per service completion		
Pressurized or energized system	$	$
Not pressurized or energized system	$	$
Reimbursement for other work performed	$	$

All amounts listed include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

DEFINITIONS AND EXPLANATIONS OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.

BARCODE

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

*Automated Document, Preliminary Statement, Part A

Form 79-1169
Advice 4350-G/6050-E
February 2021

Gas and Electric Extension Agreement

2 Select one of the following payment options.

	Gas		Electric		Advance		Total Due
☐ 10-Year Refundable Option for Gas and Electric		+		−		=	
☐ Non-Refundable 50 Percent Discount Option for Gas and Electric		+		−		=	
☐ 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric		+		−		=	
☐ Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric		+		−		=	

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement–Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized 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.

You can view PG&E's tariffs online at **pge.com/tariffs** or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from [DATE]. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact **[PG&E REP NAME]** at **[PHONE #]** or by email at **[LAN ID]@pge.com**.

ADDITIONAL INFORMATION

What is the SACAC form?

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

[AUTHORIZED NAME]

[TITLE]

Customer

Agreed and accepted by:

Customer's Legal Name _____

Title _____

Signature _____

Date _____

BARCODE

*Automated Document, Preliminary Statement, Part A

Form 79-1169
Advice 4350-G/6050-E
February 2021

"PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. ©2015 Pacific Gas and Electric Company. All rights reserved.

Electric Sample Form No. 79-1170 Sheet 1
Authorization to Add MCE Loan Charges to Utility Bill

Please Refer to Attached
Sample Form

AUTHORIZATION TO ADD MCE LOAN CHARGES TO UTILITY BILL

You have applied for, or have been given, a loan to finance energy efficiency improvements or a solar photovoltaic system and/or battery storage system on your property. The loan is being made by the financial institution described below in connection with a finance program offered by Marin Clean Energy ("**MCE**"). For battery storage systems, the loan may be made by MCE. By signing this document, you give your consent to allow Pacific Gas And Electric Company (**"PG&E"**) to include monthly loan repayment charges in your monthly utility bill from PG&E, and you agree to pay those charges, on the terms described below.

In this document:

"**You**" means you, the customer(s) signing this document.

"**Service Address**" means the property serviced by PG&E as shown in the Account Information section below.

"**Lender**" means the financial institution shown as the Lender in the Account Information section below.

"**Loan Charges**" means any and all principal, interest and other charges and fees payable by you in connection with your loan, as determined by MCE or its authorized representative(s), including fees for late or deficient payments.

1. **Authorization to Bill Loan Charges.** You authorize PG&E to include Loan Charges in your PG&E utility bills for the Service Address(es) until further notice. The Lender will determine the amount of the Loan Charge that is to be included in each bill, and PG&E will include that amount with any supporting information that the Lender supplies to PG&E. PG&E does not verify the information provided by the Lender. The Loan Charges may increase or decrease from month to month based on the terms of the loan, the inclusion of late charges and interest, in accordance with the loan terms, and variations in the periods of time covered by each PG&E billing cycle.

2. **Payment.** You agree to pay the Loan Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan Charge payments to MCE. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment of Loan Charges to MCE unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan Charges.

3. **Overpayments.** Overpayments will be applied to the amounts due currently or in the future to PG&E for PG&E charges and will not be applied to the Loan Charges. If you want to fully or substantially prepay Loan Charges, you must send the payment directly to the Lender.

4. **Billing Inquiries and Disputes.** If you have any questions about your loan or the Loan Charges, including any concerns that you may have been incorrectly charged, please contact the Lender at the number shown in the Account Information section below. Any disputes about your loan or the Loan Charges must be resolved between you and the Lender in accordance with your loan documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the PG&E charges on your utility bill should be directed to PG&E at the number shown on your utility bill.

5. **Jurisdiction.** The terms of this document are subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

6. **Authorization to Release Information.** You must sign an Authorization Or Revocation of Authorization To Receive Customer Usage Information (PG&E Form 79-1147). This Authorization allows PG&E to disclose information about your account to MCE and the Lender to facilitate the loan repayment procedures described above.

7. **PG&E not Liable for Energy Efficiency Improvements, Products or Loan Process**. PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the energy efficiency improvements, solar photovoltaic system, battery storage system or other products and services that are not furnished by PG&E ("Work"). Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work. Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of the agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including Contractor) in the conduct or performance of the Work.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

* Automated Document, Preliminary Statement, Part A

Pacific Gas and Electric Company

AUTHORIZATION TO ADD MCE LOAN CHARGES TO UTILITY BILL

ACCOUNT INFORMATION

(Please Print or Type)

CUSTOMER DETAILS[1]

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

LENDER AND LOAN INFORMATION:

Type of Loan: ☐ Solar Photovoltaic ☐ Energy Efficiency

Name of Lender: _____

Address: _____

Lender's contact number: _____

Loan Number: _____

Principal amount of Loan: _____

[other identifying information] _____

SERVICE ADDRESS FOR THIS AUTHORIZATION:

SERVICE ADDRESS	CITY	PG&E ACCOUNT NUMBER

By signing below, You hereby authorize PG&E to add Loan Charges to Your utility bill for the Service Address shown above.

_____ AUTHORIZED CUSTOMER SIGNATURE

_____ TELEPHONE NUMBER

Executed this _____ **day of** _____ (MONTH) _____ (YEAR) **at** _____ (CITY AND STATE WHERE EXECUTED)

_____ ADDITIONAL AUTHORIZED CUSTOMER SIGNATURE

_____ TELEPHONE NUMBER

Executed this _____ **day of** _____ (MONTH) _____ (YEAR) **at** _____ (CITY AND STATE WHERE EXECUTED)

APPROVAL:

MCE agrees to the above terms and confirms that the Account Information shown above accords with its records.

_____ NAME (Printed)

_____ TELEPHONE NUMBER

_____ SIGNATURE

Executed this _____ **day of** _____ (MONTH) _____ (YEAR)

[1] If there is more than one customer of record for a Service Address, all customers must complete and sign this form.

* Automated Document, Preliminary Statement, Part A

Electric Sample Form No. 79-1171 Sheet 1
Authorization to Add MCE Storage Charges to Utility Bill

Please Refer to Attached
Sample Form

AUTHORIZATION TO ADD MCE STORAGE CHARGES TO UTILITY BILL

You have entered into an agreement with a service provider and Marin Clean Energy ("**MCE**") to install and operate a battery storage system that will store and provide electricity to your property. This service has been arranged through a program offered by MCE. MCE will bill you for the storage service on the service provider's behalf, by adding storage charges to the MCE charges in your monthly Pacific Gas and Electric Company (**"PG&E"**) utility bill. By signing this document, you give your consent to allow PG&E to include monthly storage charges in your monthly utility bill from PG&E, and you agree to pay those charges, on the terms described below.

In this document:

"**You**" means you, the customer(s) signing this document.

"**Service Address**" means the property serviced by PG&E as shown in the Account Information section below.

"**Storage Provider**" means the battery storage service provider identified in the Account Information section below.

"**Storage Charges**" means any and all charges and fees payable by you under your contract with the Storage Provider, as determined by MCE or its authorized representative(s), including fees for late or deficient payments.

1. **Authorization to Bill Storage Charges.** You authorize PG&E to include Storage Charges in your PG&E utility bills for the Service Address(es) until further notice. MCE will determine the amount of the Storage Charge that is to be included in each bill, and PG&E will include that amount with any supporting information that MCE supplies to PG&E. PG&E does not verify the information provided by MCE. The Storage Charges may increase or decrease from month to month based on the terms of your contract with the Storage Provider, the inclusion of late charges and interest (if permitted by your contract), and variations in the periods of time covered by each PG&E billing cycle.

2. **Payment.** You agree to pay the Storage Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Storage Charge payments to MCE. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment of Storage Charges to MCE unless that account has sufficient available credit to pay the full amount of the energy charges and the Storage Charges. MCE will forward your payments to the Storage Provider.

3. **Overpayments.** Overpayments will be applied to the amounts due currently or in the future to PG&E for PG&E charges. If you want to prepay Storage Charges, (if permitted by your Battery Storage Contract) You must send the payment directly to the Storage Provider.

4. **Billing Inquiries and Disputes.** If you have any questions about your contract or the Storage Charges, including any concerns that you may have been incorrectly charged, please contact MCE. Any disputes about your contract or the Storage Charges must be resolved between you and the Storage Provider in accordance with your contract documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the PG&E charges on your utility bill should be directed to PG&E at the number shown on your utility bill.

5. **Jurisdiction.** The terms of this document are subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

6. **Authorization to Release Information.** You must sign an Authorization Or Revocation of Authorization To Receive Customer Usage Information (PG&E Form 79-1147). This Authorization allows PG&E to disclose information about your account to MCE and the Storage Provider to facilitate the payment procedures described above.

7. **PG&E not Liable for Storage Services or Charges**. PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the installation, operation or benefits of the battery storage system or services provided by the Storage Provider ("**Services**"). You are responsible for any and all loss and damage You may suffer in connection with the Services, and You agree to look to the Storage Provider or MCE, and not to PG&E, for any claim you might have relating to the Services, the cost or the benefits You expect to receive from them, or any errors in the calculation of Storage Charges

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

* Automated Document, Preliminary Statement, Part A

AUTHORIZATION TO ADD MCE STORAGE CHARGES TO UTILITY BILL

ACCOUNT INFORMATION

(Please Print or Type)

CUSTOMER DETAILS:[1]

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

STORAGE PROVIDER AND CONTRACT INFORMATION:

Name of Storage Provider: _____

Address: _____

Storage Provider's contact number: _____

Storage Contract Number: _____

[other identifying information] _____

SERVICE ADDRESS FOR THIS AUTHORIZATION:

SERVICE ADDRESS	CITY	PG&E ACCOUNT NUMBER

By signing below, You hereby authorize PG&E to add Storage Charges to Your utility bill for the Service Address shown above.

_____ AUTHORIZED CUSTOMER SIGNATURE

_____ TELEPHONE NUMBER

Executed this _____ **day of** _____ (MONTH) _____ (YEAR) **at** _____ (CITY AND STATE WHERE EXECUTED)

_____ ADDITIONAL AUTHORIZED CUSTOMER SIGNATURE

_____ TELEPHONE NUMBER

Executed this _____ **day of** _____ (MONTH) _____ (YEAR) **at** _____ (CITY AND STATE WHERE EXECUTED)

APPROVAL:

MCE agrees to the foregoing terms and confirms that the Account Information shown above accords with its records.

_____ NAME (Printed)

_____ TELEPHONE NUMBER

_____ SIGNATURE

Executed this _____ **day of** _____ (MONTH) _____ (YEAR)

[1] If there is more than one customer of record for a Service Address, all customers must complete and sign this form.

* Automated Document, Preliminary Statement, Part A

Electric Sample Form No. 79-1172 Sheet 1
Bioenergy Market Adjusting Tariff Power Purchase Agreement

Please Refer to Attached
Sample Form

[This contract has been approved by the California Public Utilities Commission in Decision 15-09-004. Modification of the terms and conditions of this contract will result in the need to obtain additional Commission approval of the contract.]

[The contract approved by Decision 15-09-004 includes terms and conditions that "may not be modified" pursuant to prior Commission decisions, including Decision 07-11-025, Decision 08-08-028 and Decision 10-03-021, as modified by Decision 11-01-025, and these terms and conditions are shown in shaded text.]

[Modifications to this contract pursuant to D.16-10-025 were filed on November 28, 2016, December 22, 2017 and May 2, 2018, (Advice Letters 4965-E, 5144-E-A, 5285-E). Modifications to this contract pursuant to Decision 20-02-044 and Decision 15-09-004 were filed on April 20, 2020 (Advice Letter 5811-E).]

AMENDED BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY

AND

[Name of Seller]

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COVER SHEET

Pacific Gas and Electric Company, a California corporation ("Buyer" or "PG&E"), and _____ ("Seller"), a _____ ***[Seller's form of business entity and state of organization]***, hereby enter into this Power Purchase Agreement ("Agreement") made and effective as of the Execution Date. Seller and Buyer are sometimes 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 appendices, the Parties agree as follows:

A. Fuel Resource Category and Transaction Type

(i) Project's Fuel Resource Category (please indicate whether any of the Project's Fuel Resource Category fuel will be Eligible Directed Biogas):

(ii) Seller elects the following transaction type pursuant to Section 2.3 of the Agreement: ***[Choose one]***

☐ Full Buy/Sell

☐ Excess Sale

(iii) Seller elects the following Delivery Term pursuant to Section 2.5 of the Agreement: ***[Choose one]***

☐ ten (10) Contract Years

☐ fifteen (15) Contract Years

☐ twenty (20) Contract Years

B. Facility and Site Description

(i) Facility name:

(ii) Facility physical address (or nearest intersection and direction):

(iii) Latitude and longitude of the centroid of the Site:

(iv) Parcel numbers that are part of the Site:

(v) Existing land use:

(vi) Interconnection Point (and Service Voltage):

(vii) Delivery Point (the point of interconnection with the CAISO grid):

(viii) Contract Capacity (in MW):

(ix) Nameplate Capacity (in MW):

(x) The Project is committed to, and shall satisfy, the High Hazard Fuel Requirement throughout the Delivery Term:

☐ Yes

☐ No

(xi) Fuel Use Description (brief explanation of any Fuel Use from Fuel Resource Categories per the Fuel Resource Requirements), including whether any such fuel will be Eligible Directed Biogas:

(xii) The Project will use fuel for Station Use that is not from a Fuel Resource Category:

☐ Yes

☐ No

(xiii) Facility type:

☐ "small power production facility," as described in 18 CFR §292.203(a), 292.203(c) and 292.204

☐ "topping-cycle cogeneration facility," as defined in 18 CFR §292.202(d)

☐ "bottoming-cycle cogeneration facility," as defined in 18 CFR §292.202(e)

(xiv) The date on which the Commercial Operation Date of the Project is expected under this Agreement (must be no later than the Guaranteed Commercial Operation Date):

(xv) The Project is an:

☐ existing Project

☐ new Project

(xvi) The Project utilizes:

☐ High-voltage Side Metering

☐ Low-voltage Side Metering

Pursuant to Section 5.2.1., a Project that utilizes Low-voltage Side Metering shall not share a transformer with any other generator or load.

(xvii) The Interconnection Queue Position number is: ***[#]*** ***[For Category 3 Projects that do not have an Active Interconnection Study prior to the Execution Date:*** the number provided to the Project upon submission of a new Interconnection Study application pursuant to Section 4.3.14***]***

(xviii) Table of major components with technical descriptions:

Biogas	
Equipment	Description
Digester Lagoon	Size (gallons or acres)
Engine	Number, type, manufacturer, model
Generators	Type, manufacturer, capacity
Transformer	Capacity, voltage levels
(other)	

Biomass	
Equipment	Description
Boiler	Type, manufacturer, model, capacity
Turbine	Type, manufacturer, model, capacity
Generator	Type, manufacturer, capacity
Transformer	Capacity, voltage levels
(other)	

(xix) ***[Insert Facility or Equipment Layout Drawing]*** (may overlay Site Map) illustrating the general layout of the facility:

- ☐ A clearly labeled perimeter of the Project Site (i.e. site control boundary).
- ☐ The relative positions of the project's major components.
- ☐ The voltage related to interconnection and the point of the interconnection.

(xx) Legal description of the site (including APNs) and ***[Insert Site Map]*** (may overlay with Facility Drawing), illustrating the following:

- ☐ A clearly labeled perimeter of the Project Site (i.e. site control boundary).
- ☐ A parcel map including an outline of the Project Site.
- ☐ Clearly labeled nearby roads, including the nearest intersection.
- ☐ If the primary site map is too close to display the nearest intersection, a supplementary map at a larger scale so that nearby roads and landmarks can be seen.

(xxi) ***[Insert Single Line Diagram]*** illustrating internal equipment and connections as well as the components for interconnection of the Facility to PG&E's electric system via Distribution Line or Existing PG&E Transmission Line. At minimum, please include information for the following components:

- ☐ Name and address of the facility.
- ☐ Electrical system components, cabling and connections with associated labeling (voltage levels, overhead or underground, etc.).
- ☐ Generators and/or inverters (including capacity and voltage designations).
- ☐ Transformers – for generation system and/or interconnection and station power (A station service transformer is for the generating facility's station use and must be on the project's side of the meter).
- ☐ Metering (e.g., CAISO revenue meters and/or Utility meters).
- ☐ Fuses and Breaker.
- ☐ Disconnects and/or switches.
- ☐ All other switchgear.

(xxii) ***[For cogeneration Facilities]***:

- ☐ Forecast of useful thermal energy output (MMBtu/month).

☐ Dedicated Use(s) of the Facility's Useful Thermal Energy Output.

C. Contract Price

The price for Delivered Energy (the "Contract Price") is ***[Dollar amount in words]*** dollars ($ _____***[Number]***) per MWh. ***[Contract Price determined by BioMAT Tariff pricing methodology.]***

D. Delivery Term Contract Quantity Schedule

Contract Year	Contract Quantity (MWh/year)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

E. Collateral Requirement

[The Collateral Requirement is equal to twenty thousand dollars ($20,000.00) for each megawatt of the Contract Capacity for a total of ***[Dollar amount in words]*** ($ _____.00)***.]*** ***[For all Projects except Projects with a High Hazard Fuel Requirement]***

OR

[The Collateral Requirement is equal to the greater of (i) an amount equal to (a) the Contract Price minus $199.72/MWh, multiplied by (b) 1.5, multiplied by (c) the highest annual Contract Quantity(MWh/yr) committed in the Delivery Term Contract Quantity Schedule set forth in the Cover Sheet Section D, for a total of ***[Dollar amount in words]*** ($ _____.00)***]***; or (ii) twenty thousand dollars ($20,000) for each megawatt of the Contract Capacity for a total of ***[Dollar amount in words]*** ($ _____.00)***.] [For all Projects with a High Hazard Fuel Requirement]***

F. Curtailment Orders

Operational characteristics of the Project for Curtailment Orders pursuant to Section 5.8(c) are listed below. Buyer, as Scheduling Coordinator, may request that CAISO modify the Master File

for the Project to reflect the findings of a CAISO audit of the Project. In addition, Seller agrees to coordinate with Buyer or Third-Party SC, as applicable, to ensure all information provided to the CAISO regarding the operational and technical constraints in the Master File for the Project are accurate and are based on the true physical characteristics of the resource.

(i) Minimum operating capacity: ____MW

(ii) Ramp Rate: ____MW/Minute

(iii) Maximum number of Curtailment Orders per calendar day (if any such operational limitations exist): ____

(iv) Maximum number of Start-ups per calendar day (if any such operational limitations exist): ____

(v) Advance notification required for a Curtailment Order: ____ Minutes

Other Requirements:

- Start-Up Time (if applicable): _____Minutes
- Minimum Run Time after Start-Up (if applicable): _____Minutes
- Minimum Down Time after Shut-Down (if applicable): _____Minutes
- Other-Specify: _____

Note: Sellers should enter the maximum flexibility the Project can offer given the operational constraints of the technology.

G. Seller Milestone Schedule

No.	*Date*	*Milestones*
1		Submits interconnection application. ***[For Category 3 Projects that do not have an Active Interconnection Study prior to the Execution Date: The anticipated date for submitting a new Interconnection Study application]***.
2		Files any land applications.
3		Files construction permit application(s).
4		Files a CEC Pre-Certification application.
5		Files material permit applications.
6		Receives a completed PG&E Initial or Supplemental Review, System Impact Study or Phase I Interconnection Study, or a CAISO Cluster Study, Independent Study or Fast Track Study.
7		Obtains control of all lands and rights-of-way comprising the Site.
8		Receives a completed interconnection PG&E Facility Study or Phase II Interconnection Study (if applicable).
9		Executes an interconnection agreement and transmission/distribution service agreement, as applicable.
10		Receives FERC acceptance of interconnection and transmission agreements.
11		Receives construction permit.
12		Receives material permits.
13		Receives CEC Pre-Certification.
14		Receives FERC docket number assigned to Seller's filing of FERC Form 556.
15		Executes an Engineering, Procurement and Construction ("EPC") contract.
16		Procures the _____ ***[applicable electrical generating equipment]*** for the Facility.
17		Completes financing, including construction financing.
18		Begins construction of the Facility.
19		Begins startup activities.
20		Initial Synchronization Date.
21		Demonstrates the Contract Capacity ***[***and the Nameplate Capacity***]***. ***[Bracketed language only for Facilities with a Nameplate Capacity greater than three megawatts]***
22		Commercial Operation Date.
23		Receives Final CEC Certification.

H. Notices List

Name: ***[Seller's Name]***, a ***[include place of formation and business type]*** ("Seller")

All Notices: ***[Seller to complete]***
Delivery Address:

Street:
City: State: Zip:

Mail Address: (if different from above)

Attn:

Phone:
Email:

Invoices:
Attn:

Phone:
Email:

Scheduling:
Attn:
Phone:
Email:

Payments:
Attn:

Phone:
Email:

Credit and Collections:
Attn:
Phone:

Email:

With additional Notices of an Event of Default to Contract Manager:
Attn:

Phone:
Email:

Name: **Pacific Gas and Electric Company**, a California corporation ("Buyer" or "PG&E")

All Notices:
Delivery Address:

77 Beale Street, Mail Code N12E
San Francisco, CA 94105-1702

Mail Address:
P.O. Box 770000, Mail Code N12E
San Francisco, CA 94177
Attn: Candice Chan
Director, Contract Mgmt & Settlements
Phone: (415) 973-7780
Email: Candice.Chan@pge.com

Invoices:
Attn: Kelly Wong
Senior Manager, Electric Settlements
Phone: (415) 972-5681
Email: Kelly.Wong2@pge.com

Scheduling:
Attn: Day-Ahead Operations
Phone: (415) 973-1971
Email: DAEnergy@pge.com

Payments:
Attn: Kelly Wong
Senior Manager, Electric Settlements
Phone: (415) 972-5681
Email: Kelly.Wong2@pge.com

Credit and Collections:
Attn: Credit Risk Management

Facsimile: (415) 973-7301
Email: pgeriskcredit@.pge.com

Contract Manager:

Attn: Ted Yura
Sr. Manager, Contract Management
Phone: (415) 973-8660
Email: Ted.Yura@pge.com

With additional Notices of an Event of Default to:
PG&E Law Department
Attn: Renewables Portfolio Standard attorney
Email: RoutineLaw@pge.com

PREAMBLE

This Agreement, together with the Cover Sheet and the Appendices attached hereto, is made and entered into between PG&E and Seller as of the Execution Date. This Agreement governs Buyer's purchase of the Product from the electrical generating facility (hereinafter referred to as the "Facility" or "Project") as described in the Cover Sheet. Buyer and Seller hereby agree to the following:

GENERAL TERMS AND CONDITIONS

1. COMMERCIAL OPERATION DATE

1.1. Expected Commercial Operation Date; Guaranteed Commercial Operation Date.

1.1.1. If not already capable of delivering Product on the Execution Date, the Facility's expected Commercial Operation Date is the date specified in the Cover Sheet, which may, subject to the terms of the Agreement, be modified by Seller from time to time after the Execution Date. Seller shall provide Notice to Buyer of the latest expected Commercial Operation Date of the Facility no later than sixty (60) days before such date.

1.1.2. Seller shall have demonstrated Commercial Operation by the "Guaranteed Commercial Operation Date," which date shall be no later than the date that is thirty-six (36) months after the ***[***Execution Date***]*** ***[For Category 3 Projects that do not have an Active Interconnection Study prior to the Execution Date: Interconnection Study Completion Date]***; provided that the Guaranteed Commercial Operation Date may be extended to no later than the date that is forty-two (42) months after the ***[***Execution Date***]*** ***[For Category 3 Projects that do not have an Active Interconnection Study prior to the Execution Date: Interconnection Study Completion Date]*** for the following reasons ("Permitted Extensions"):

1.1.2.1. Subject to Section 1.1.4, if Seller has taken all commercially reasonable actions (including but not limited to Seller's timely filing of required documents and payment of all applicable fees) to obtain permits necessary for the construction and operation of the Project, but is unable to obtain such permits due to delays beyond Seller's reasonable control ("Permitting Delay"), then the Guaranteed Commercial Operation Date shall be extended six (6) months;

1.1.2.2. Subject to Section 1.1.4, if Seller has taken all commercially reasonable actions (including but not limited to Seller's timely filing of required documents and payment of all applicable fees, and completion of all Electric System Upgrades needed, if any) to have the Project physically interconnected to the Transmission/Distribution Owner's electric system via Distribution Line or Existing PG&E Transmission Line, but fails to secure any necessary commitments from CAISO or the Transmission/Distribution Owner for such interconnection and upgrades due to delays beyond Seller's reasonable control ("Transmission Delay"), then the Guaranteed Commercial Operation Date shall be extended six (6) months;

1.1.2.3. In the event of Force Majeure without regard to Transmission Delay or Permitting Delay ("Force Majeure Delay"), the Guaranteed Commercial Operation Date shall be extended on a day-to-day basis for a cumulative period of not more than six (6) months; provided that Seller complies with Section 10; or

1.1.2.4. If Seller pays to Buyer damages in an amount equal to two percent (2%) of the Collateral Requirement per day for each day (or portion thereof) the Guaranteed

Commercial Operation Date is extended ("Daily Delay Liquidated Damages"), then the Guaranteed Commercial Operation Date shall be extended on a day-to-day basis corresponding to the number of days for which Seller has paid Daily Delay Liquidated Damages for a cumulative period of not more than six (6) months. Daily Delay Liquidated Damages payments applicable to days included in any Guaranteed Commercial Operation Date extension are nonrefundable and are in addition to, and not a part of, the Collateral Requirement; provided that Seller will be entitled to a refund (without interest) of any estimated Daily Delay Liquidated Damages payments paid by Seller to Buyer which exceed the amount required to cover the number of days by which the Guaranteed Commercial Operation Date was actually extended.

1.1.3. All Permitted Extensions taken shall be concurrent, rather than cumulative, during any overlapping days.

1.1.4. Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer's reasonable satisfaction that the Permitted Extensions described in Section 1.1.2.1 or 1.1.2.2 (as applicable), did not result from Seller's action or failure to take action as described in Section 1.1.2.1 or 1.1.2.2 (as applicable).

1.2. Notice of Permitted Extension.

1.2.1. In order to request a Permitting Delay or Transmission Delay (individually and collectively, "Delay"), Seller shall provide Buyer with Notice of the requested Delay by the earlier of (a) the date that is twenty-two (22) months after the Execution Date and (b) within three (3) Business Days of the date that Seller becomes aware of, or reasonably should have become aware of, the circumstances giving rise for the applicable Delay, which Notice must clearly identify the Delay being requested and include information necessary for Buyer to verify the qualification of the Delay, including any information requested pursuant to Section 1.1.4 Buyer shall use reasonable discretion to grant or deny the requested extension, and shall provide Seller Notice of its decision within ten (10) Business Days of Notice from Seller.

1.2.2. In the case of a Force Majeure Delay, Seller shall provide Notice as specified in Section 10.2.

1.2.3. In the case of an extension of the Guaranteed Commercial Operation Date by the payment of Daily Delay Liquidated Damages, Seller must, at the earliest possible time, but no later than five (5) Business Days before the commencement of the proposed Guaranteed Commercial Operation Date extension, provide Buyer with Notice of its election to extend the Guaranteed Commercial Operation Date along with Seller's estimate of the duration of the extension and its payment of Daily Delay Liquidated Damages for the full estimated Guaranteed Commercial Operation Date extension period.

1.2.4. Notwithstanding anything to the contrary herein, Seller shall provide Notice to Buyer of the latest expected Commercial Operation Date of the Facility no later than sixty (60) days before the Commercial Operation Date.

2. CONTRACT CAPACITY AND QUANTITY; TERM; CONTRACT PRICE; BILLING

2.1. Contract Capacity and Nameplate Capacity. The Contract Capacity is specified in the Cover Sheet. The Contract Capacity shall not exceed 3,000 kW. The Contract Capacity is subject to adjustment based on the Demonstrated Contract Capacity. The Nameplate Capacity is specified in the Cover Sheet. The Nameplate Capacity shall not exceed 5,000 kW.

2.2. Contract Quantity. The "Contract Quantity" during each Contract Year is the amount set forth for the applicable Contract Year in the "Delivery Term Contract Quantity Schedule", set forth in the Cover Sheet, which amount is net of Station Use, and, for Excess Sale arrangements, Site Host Load.

2.2.1. One-Time and Annual Option to Decrease Contract Quantity. Seller shall have the option to decrease the Contract Quantity for any or all future Contract Years as provided herein: (a) one (1) time during the Delivery Term if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity by providing Notice to Buyer of such decrease within ten (10) Business Days of Buyer's Notice of such adjustment to the Contract Capacity or the date of the Engineer Report, as applicable; and (b) one (1) time each Contract Year by providing Notice to the Buyer of such decrease at least ninety (90) days prior to the start of the Contract Year for which the decrease applies. The adjusted amount shall thereafter be deemed to be the "Contract Quantity" for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

2.2.2. One-Time Option to Increase Contract Quantity. Seller shall have a one (1) time option to be exercised only during either Contract Year 1 or Contract Year 2 of the Delivery Term to increase the Contract Quantity for any or all future Contract Years by providing Notice to Buyer of such increase at least ninety (90) days prior to the start of the Contract Year for which the increase applies. The adjusted amount shall thereafter be deemed to be the "Contract Quantity" for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

Such Seller Notices with respect to the decrease or increase in the Contract Quantity pursuant to Section 2.2.1 or 2.2.2 shall contain an updated Delivery Term Contract Quantity Schedule and confirmation that Seller shall take action to update its forecasting Schedules pursuant to Appendix D.

2.3. Transaction. During the Delivery Term, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase, the Product from the Facility at the Delivery Point, pursuant to Seller's election in the Cover Sheet of a Full Buy/Sell or Excess Sale arrangement as described in paragraphs 2.3.1 and 2.3.2 below.:

2.3.1. Full Buy/Sell. If "Full Buy/Sell" is selected on the Cover Sheet, Seller agrees to sell to Buyer the Project's gross output of Product, net of Station Use and transformer and transmission losses, at the Delivery Point. Seller shall purchase all Energy required to serve the Project's Site Host Load, net of Station Use, from Buyer or applicable retail service provider pursuant to its applicable retail rate schedule. Seller agrees to convey to Buyer all attributes and benefits associated with or attributable to the Product sold to Buyer.

2.3.2. Excess Sale. If "Excess Sale" is selected on the Cover Sheet, Seller agrees to sell to Buyer the Project's gross output of Product, net of Station Use, Site Host Load and transformer and transmission losses, at the Delivery Point. Seller agrees to convey to Buyer all attributes and benefits associated with or attributable to the Product sold to Buyer.

In no event shall Seller have the right to procure the Product from sources other than the Facility for sale or delivery to Buyer under this Agreement or substitute such Product. Buyer shall have no obligation to receive or purchase the Product from Seller prior to the Commercial Operation Date or after the end of the Delivery Term.

2.4. Term of Agreement; Survival of Rights and Obligations.

2.4.1. The term shall commence upon the Execution Date of this Agreement and shall remain in effect until the conclusion of the Delivery Term unless terminated sooner pursuant to Sections 10.4 or 13 of this Agreement (the "Term").

2.4.2. Notwithstanding anything to the contrary in this Agreement, the rights and obligations that are intended to survive a termination of this Agreement are all of those rights and obligations that this Agreement expressly provides survive any such termination and those that arise from Seller's or Buyer's covenants, agreements, representations, and warranties applicable to, or to be performed, at or during any time before or as a result of the termination of this Agreement, including: (a) all obligations to pay in full amounts due, including under Sections 2.6, 11, 12.3, 13 and 14, (b) all obligations to post, maintain, return and release the Collateral Requirement under Section 12, (c) Seller's obligations under Sections 3.1, 3.2, 3.3 and 5.11, (d) all rights and obligations under Sections 5.4, 6, 9.2.7, and 13.8.4, and any other indemnity rights, (e) the limitations on liability set forth in Section 7, (f) all rights and obligations under Section 15, (g) all rights and obligations under Section 13.8, (h) the governing law set forth in Section 17, and (i) the dispute resolution provisions set forth in Section 18.

2.5. Delivery Term. The Seller shall deliver the Product from the Facility to Buyer for the period of Contract Years specified in the Cover Sheet ("Delivery Term"), which shall commence on the Commercial Operation Date under this Agreement and continue until the end of the last Contract Year unless terminated by the terms of this Agreement. The Commercial Operation Date shall occur only when all of the following conditions precedent have been satisfied:

2.5.1. the Facility's status as an Eligible Renewable Energy Resource is demonstrated by Seller's receipt of pre-certification from the CEC;

2.5.2. if required pursuant to Section 3.7, the Facility's status as a Qualifying Facility is demonstrated by Seller's receipt of a docket number assigned to Seller's filing of FERC Form 556;

2.5.3. as evidence of the Commercial Operation Date, the Parties shall execute and exchange the "Commercial Operation Date Confirmation Letter" attached as Appendix B;

2.5.4. Seller has provided to Buyer the Collateral Requirement specified in Section 12;

2.5.5. Seller has provided to Buyer all documents which demonstrate that Seller has satisfied all of the CAISO agreement, interconnection agreement, and metering requirements in Sections 5.1 and 5.2 and has enabled Buyer to schedule the Facility with the CAISO for the Facility's full unrestricted output;

2.5.6. Seller has furnished to Buyer all insurance documents required under Section 9;

2.5.7. Seller has delivered to Buyer the first report required under Section 5.12.4;

2.5.8. Seller has satisfied all of the telemetry requirements required to be satisfied by the Commercial Operation Date under Section 5.10 and Appendix E;

2.5.9. the Demonstrated Contract Capacity has been determined in accordance with Appendix J;

2.5.10. *[*the Demonstrated Nameplate Capacity has been determined in accordance with Appendix J; *] [Only for Facilities with a Nameplate Capacity greater than three megawatts]*

2.5.11. Seller has provided sixty (60) days Notice prior to the Commercial Operation Date as required under Section 1.1.1;

2.5.12. Seller has delivered to Buyer any currently operative filings at FERC, including any rulings, orders or other pleadings or papers filed by FERC, concerning the qualification of the Facility as a Qualifying Facility.

2.6. Contract Price.

2.6.1. The price for Delivered Energy (the "Contract Price") is specified in the Cover Sheet.

2.6.2. *[*In no event shall Buyer be obligated to receive or pay for, in any hour, any Delivered Energy that exceeds one hundred ten percent (110%) of the Contract Capacity and the Contract Price for such Delivered Energy in excess of such one hundred ten percent (110%) of the Contract Capacity ("Surplus Delivered Energy") shall be adjusted to be zero dollars ($0) per kWh.*] [For all Facilities except those with a Nameplate Capacity greater than three megawatts]*

*[*In no event shall Buyer have any liability for, or be obligated to receive or pay for, in any hour, any Delivered Energy that exceeds the lesser of (a) one hundred ten percent (110%) of the Contract Capacity or (b) 3 MW (the "Payment Limit"). If during any Settlement Interval, Delivered Energy exceeds the Payment Limit for that Settlement Interval ("Surplus Delivered Energy"), then the Contract Price for any Surplus Delivered Energy in excess of the Payment Limit shall be adjusted to be zero dollars ($0) per kWh for that Settlement Interval, and if there is Negative LMP during such Settlement Interval, Seller shall pay to Buyer an amount equal to the absolute value of the Negative LMP times such Surplus Delivered Energy ("Negative LMP Costs").*] [Only for Facilities with a Nameplate Capacity greater than three megawatts]*

2.6.3. In any Contract Year, if the amount of Delivered Energy and Paid Curtailed Product exceeds one hundred twenty percent (120%) of the annual Contract Quantity the Contract Price for such Delivered Energy in excess of such one hundred twenty percent (120%) shall be adjusted to be seventy-five percent (75%) of the applicable Contract Price.

2.7. Billing.

2.7.1. The amount of Product purchased by Buyer from Seller under this Agreement at the Delivery Point is determined by the meter specified in Section 5.2.1 or Check Meter, as applicable. Throughout the Delivery Term and subject to and in accordance with the terms of this Agreement, Buyer shall pay the Contract Price to Seller for the Product; provided that Buyer has no obligation to purchase from Seller any Product that is not or cannot be delivered to the Delivery Point as a result of any circumstance, including: (a) an outage of the Facility; (b) a Force Majeure under Section 10; or (c) a reduction or curtailment of deliveries in accordance with Sections 5.8.1(a) or (b). Buyer will not be obligated to pay Seller for any Product that Seller delivers in violation of Section 5.8, including any Product Seller delivers in excess of the amount specified in any Curtailment Order.

2.7.1.1. *[For Projects utilizing Eligible Directed Biogas] [*Buyer will not be obligated to pay Seller for any Product generated or created with natural gas delivered by Seller

through a Common Carrier Pipeline that is not Eligible Directed Biogas. If Seller withdraws more natural gas from the Common Carrier Pipeline than Eligible Directed Biogas is injected to the Common Carrier Pipeline on Seller's behalf, the excess will be considered natural gas. If, for any month during the Delivery Term, the amount of natural gas withdrawn from the pipeline is greater than the amount of Eligible Directed Biogas injected to the Common Carrier Pipeline, the monthly payment will be decreased, as set forth in Section 2.7.3, as a Reduction for Nonuse of Fuel Resource Category Fuel. If, following receipt of the CEC Common Carrier Pipeline Report, Buyer determines that Buyer paid for Product generated or created with fuel not from a Fuel Resource Category, then the amount(s) paid by Buyer for such Product will be considered an overpayment to Seller and will be deducted by Buyer from Seller's subsequent invoice(s) in accordance with Section 2.7.6. If Buyer determines that there has been such an overpayment to Seller (a) in Seller's final invoice or (b) in an amount that exceeds the amount due in Seller's final invoice, then such overpayment will be deducted by Buyer from the collateral posted by Seller.***]***

2.7.1.2. ***[For Projects using fuel for Station Use that is not from a Fuel Resource Category] [***Buyer will not be obligated to pay Seller for any Product generated or created with fuel that is not from a Fuel Resource Category. If, for any month during the Delivery Term, the Project utilizes fuel that is not from a Fuel Resource Category, the monthly payment will be decreased, as set forth in Section 2.7.3, as a Reduction for Nonuse of Fuel Resource Category Fuel. If, following receipt of the ***[***Quarterly Fuel Attestation or***] [For all Projects with a High Hazard Fuel Requirement]*** the Annual Fuel Attestation Report, Buyer determines that Buyer paid for Product generated or created with fuel not from a Fuel Resource Category, then the amount(s) paid by Buyer for such Product will be considered an overpayment to Seller and will be deducted by Buyer from Seller's subsequent invoice(s) in accordance with Section 2.7.6. If Buyer determines that there has been such an overpayment to Seller (a) in Seller's final invoice or (b) in an amount that exceeds the amount due in Seller's final invoice, then such overpayment will be deducted by Buyer from the collateral posted by Seller.***]***

2.7.2. For the purpose of calculating monthly payments under this Agreement, the amount recorded by the meter specified in Section 5.2.1 or Check Meter, as applicable, will be time-differentiated according to the time period and season of the receipt of the Product by Buyer from Seller, as set forth in Appendix C, and the pricing will be weighted by the Payment Allocation Factors.

2.7.3. The monthly payment will equal the sum of the monthly TOD Period payments for all TOD Periods in the month, ***[***minus (b) the Negative LMP Costs***] [Only for Facilities with a Nameplate Capacity greater than three megawatts]*** ("Monthly TOD Payment"). Each Monthly TOD Payment will be calculated pursuant to the following formula, where "n" is the TOD Period being calculated:

$$\text{TOD PERIOD}_n \text{ PAYMENT} = A \times B \times (C + D - E)$$

Where:

A = The then applicable Contract Price, in $/MWh.
B = The Payment Allocation Factor for the TOD Period being calculated.
C = The sum of Energy recorded by the meter specified in Section 5.2.1 or Check Meter, as applicable, in all hours for the TOD Period being calculated, in MWh.
D = Paid Curtailed Product

E = Any Energy produced by the Facility for which Buyer is not obligated to pay Seller as set forth in Section 2.7.1.

[For Projects utilizing Eligible Directed Biogas or For Projects using fuel for Station Use that is not from a Fuel Resource Category] [The monthly payment will equal the difference between (a) and (b) (calculated as (a) minus (b)), where (a) is the Monthly TOD Payment calculated using the equation shown above and (b) is the proportion of Energy generated for a month that can be attributed to Fuel Use that is not from a Fuel Resource Category against the total Energy Input for the month as set forth in Appendix K-3 (this item (b) is hereby designated as the "Reduction for Nonuse of Fuel Resource Category Fuel" and is represented by the equation below). Each monthly Reduction for Nonuse of Fuel Resource Category Fuel shall be calculated as follows:

Reduction for Nonuse of Fuel Resource Category Fuel = Monthly TOD Payment x (F/G)

Where:

F = Fuel Use for the month not from a Fuel Resource Category in MMBTUs as attested to in the Multi-Fuel Report.

G = Total Energy Input for the month in MMBTUs as attested to in the Multi-Fuel Report.***]***

2.7.4. On or before the last Business Day of the calendar month immediately following each calendar month of the Delivery Term, Seller shall determine the amount of Product received by Buyer pursuant to this Agreement for each monthly period and issue an invoice showing the calculation of the payment due. Seller shall also provide to Buyer: (a) records of metered data, including CAISO metering and transaction data sufficient to document and verify the generation of Product by the Facility for any CAISO settlement time interval during the preceding months; (b) access to any records, including invoices or settlement data from the CAISO; and (c) an invoice, in the format specified by Buyer. ***[***The invoices for the calendar months of March, June, September, and December of each Calendar Year shall include the Quarterly Fuel Attestation. Failure to include the applicable Quarterly Fuel Attestation with the respective monthly invoice shall render the invoice incomplete and not payable by Buyer.***] [For all Projects with a High Hazard Fuel Requirement]***

2.7.5. Buyer shall make payment of each invoice, adjusted by any amounts owed by or to Seller under this Agreement, on or before the later of the last Business Day of the month in which Buyer receives an invoice from Seller, or the tenth (10th) Business Day after receipt of the invoice; provided that Buyer shall have the right, but is not obligated, to apply any amounts due to Buyer from Seller for any charges incurred under this Agreement, for past due bills for electric service or for Buyer services, towards any amount owed to Seller under this Agreement. In the event Buyer applies any amounts due to Buyer from Seller towards an invoice issued by Seller, Buyer shall provide an explanation of the amounts Buyer has applied towards Seller's invoice.

2.7.6. In the event an invoice or portion thereof or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with Notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. In the event adjustments to payments are required as a result of inaccurate meter(s), Buyer shall determine the correct amount of Product received under this Agreement during any period of inaccuracy and recompute the amount due from Buyer to Seller for the Product delivered during the period of inaccuracy. The Parties agree to use

good faith efforts to resolve the dispute or identify the adjustment as soon as possible. Upon resolution of the dispute or calculation of the adjustment, any required payment shall be made within thirty (30) days of such resolution along with simple interest accrued at the Interest Rate from and including the due date, but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with simple interest accrued at the Interest Rate from and including the date of such overpayment, but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 2.7.6 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made ***[***,except for invoice disputes under Section 3.3 which are waived unless the other Party is notified in accordance with this Section 2.7.6 within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made***]*** ***[bracketed provision for Facilities (1) 0.5 MW or greater and (2) eligible for a CAISO revenue meter.]*** If an invoice is not rendered by Seller within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

2.7.7. Notwithstanding anything to the contrary in Section 2.7.5, Buyer may issue an invoice to Seller for any amount due under this Agreement. Unless explicitly stated otherwise, payment of such invoice shall be made within thirty (30) days of receipt of such invoice.

2.7.8. Unless otherwise agreed to in writing by the Parties, any payment due under this Agreement will be satisfied by issuance of a check, via Automated Clearing House transfer or via wire transfer. Notwithstanding anything to the contrary set forth in this Agreement, neither Party is obligated to make payment on any invoice until the cumulative amount due exceeds fifty dollars ($50.00), except that both Parties shall pay all amounts due pursuant to this Agreement at least once per calendar year no later than thirty (30) days after the end of the calendar year.

2.7.9. All interest paid or payable under this Agreement shall be computed as simple interest using the Interest Rate and, unless specified otherwise in this Agreement, shall be paid concurrently with the payment or refund of the underlying amount on which such interest is payable.

2.8. Title and Risk of Loss. Title to and risk of loss related to the Product from the Facility shall transfer from Seller to Buyer from the Delivery Point. Seller warrants that it will deliver to Buyer the Product from the Facility free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

3. BIOMETHANE TRANSACTIONS; RESOURCE ADEQUACY BENEFITS; ERR REQUIREMENTS; QUALIFYING FACILITY STATUS

3.1. Biomethane Transactions

3.1.1. For all electric generation using Biomethane as fuel, Seller shall transfer to Buyer sufficient renewable and environmental attributes of Biomethane production and capture to ensure that there are zero (0) net emissions associated with the production of electricity from the generating facility using the Biomethane.

3.1.2. For all electric generation using Biomethane as fuel, neither Buyer nor Seller may make a marketing, regulatory, or retail claim that asserts that a procurement contract to which that entity was a party resulted, or will result, in greenhouse gas reductions related to the destruction of methane if the capture and destruction is required by Law. If the capture and

destruction of the Biomethane is not required by Law, neither Buyer nor Seller may make a marketing, regulatory, or retail claim that asserts that a procurement contract to which that entity was a party resulted, or will result, in greenhouse gas reductions related to the destruction of methane, unless the environmental attributes associated with the capture and destruction of the Biomethane pursuant to that contract are transferred to Buyer and retired on behalf of the retail customers consuming the electricity associated with the use of that Biomethane, or unless Seller's procurement contract with the source of Biomethane prohibits the source of Biomethane from separately marketing the environmental attributes associated with the capture and destruction of the Biomethane sold pursuant to that contract, and such attributes have been retired.

3.2. Conveyance of Product. Throughout the Delivery Term, Seller shall provide and convey the Product to Buyer in accordance with the terms of this Agreement, and Buyer shall have the exclusive right to the Product. Seller shall, at its own cost, take all actions and execute all documents or instruments that are reasonable and necessary to effectuate the use of the Renewable Energy Credits, Resource Adequacy Benefits, if any, and Capacity Attributes, if any, for Buyer's benefit throughout the Delivery Term.

3.3. WREGIS. ***[WREGIS Requirements for Facilities (1) 0.5 MW or greater; and (2) eligible for a CAISO revenue meter]*** Seller shall, at its sole expense take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with all Renewable Energy Credits corresponding to all Energy produced by the Facility are issued and tracked for purposes of satisfying the requirements of the California Renewables Portfolio Standard and transferred in a timely manner to Buyer for Buyer's sole benefit. Seller shall comply with all Laws, including, without limitation, the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to Buyer and Buyer shall be given sole title to all such WREGIS Certificates. Seller shall be deemed to have satisfied the warranty in Section 3.3.9; provided that Seller fulfills its obligations under Sections 3.3.1 through 3.3.7 below.

3.3.1. Within thirty (30) days of the Commercial Operation Date, Seller shall register the Project with WREGIS and establish an account with WREGIS ("Seller's WREGIS Account"), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using "Forward Certificate Transfers" (as described in the WREGIS Operating Rules) from Seller's WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller ("Buyer's WREGIS Account"). Seller shall be responsible for all expenses associated with registering the Project with WREGIS, establishing and maintaining Seller's WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller's WREGIS Account to Buyer's WREGIS Account.

3.3.2. Seller shall cause Forward Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. Since WREGIS Certificates will only be created for whole MWh amounts of Energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate.

3.3.3. Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the Delivered Energy for such calendar month as evidenced by the Project's metered data.

3.3.4. Due to the ninety (90) day delay in the creation of WREGIS Certificates relative to the timing of invoice payment under Section 2.7, Buyer shall pay an invoice payment for a given month in accordance with Section 2.7 before the WREGIS Certificates for such month are

formally transferred to Buyer in accordance with the WREGIS Operating Rules and this Section 3.3. Notwithstanding this delay, Buyer shall have all right and title to all such WREGIS Certificates upon payment to Seller in accordance with Section 2.7.

3.3.5. A "WREGIS Certificate Deficit" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the Delivered Energy for the same calendar month ("Deficient Month"). If any WREGIS Certificate Deficit is caused, or the result of any action or inaction, by Seller, then the amount of Delivered Energy in the Deficient Month shall be reduced by the amount of the WREGIS Certificate Deficit for the purposes of calculating Buyer's payment(s) to Seller under Section 2.7 and the Guaranteed Energy Production for the applicable Performance Measurement Period. Any amount owed by Seller to Buyer because of a WREGIS Certificate Deficit shall be made as an adjustment to Seller's invoice to Buyer in accordance with Section 2.7, and Buyer shall net such amount against Buyer's subsequent payment(s) to Seller.

3.3.6. Without limiting Seller's obligations under this Section 3.3, if a WREGIS Certificate Deficit is caused solely by an error or omission of WREGIS, the Parties shall cooperate in good faith to cause WREGIS to correct its error or omission.

3.3.7. If WREGIS changes the WREGIS Operating Rules after the Execution Date or applies the WREGIS Operating Rules in a manner inconsistent with this Section 3.3 after the Execution Date, the Parties promptly shall modify this Section 3.3 as reasonably required to cause and enable Seller to transfer to Buyer's WREGIS Account a quantity of WREGIS Certificates for each given calendar month that corresponds to the Delivered Energy in the same calendar month.

3.3.8. Buyer, at its sole discretion, shall have the right to direct Seller to cause and allow Buyer to be the "Qualified Reporting Entity" and "Account Holder" (as such terms are defined by WREGIS) for the Facility.

3.3.9. Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. *[Standard term and condition that "may not be modified" pursuant to prior Commission decisions, including Decision 07-11-025, Decision 08-08-028 and Decision 10-03-021, as modified by Decision 11-01-025]*

3.3 WREGIS. ***[WREGIS Requirements for Facilities that are (1) less than 1 MW and (2) ineligible for a CAISO revenue meter.]*** With respect to WREGIS, Seller shall cause and allow Buyer to be the "Qualified Reporting Entity" and "Account Holder" (as such terms are defined by WREGIS) for the Facility within thirty (30) days after the Commercial Operation Date. ***[PG&E to use either this version of Section 3.3 or the longer version of 3.3, depending on the facility]***

3.4. Resource Adequacy Benefits.

3.4.1. During the Delivery Term, Seller grants, pledges, assigns and otherwise commits to Buyer all of the Contract Capacity, including Capacity Attributes, if any, from the Project to enable Buyer to meet its Resource Adequacy or successor program requirements, as the CPUC, CAISO or other regional entity may prescribe ("Resource Adequacy Requirements").

3.4.2. If providing any Resource Adequacy, Seller shall comply with the Resource Adequacy requirements set forth in the CAISO Tariff, including Section 40 thereof, as may be changed from time to time.

3.4.3. Notwithstanding Section 3.4.4, Seller shall have the option but not the obligation to obtain Full Capacity Deliverability Status for the Project. If the Project achieves Full Capacity Deliverability Status, Seller, at its option, may make a one-time, irrevocable election to utilize the full capacity deliverability payment allocation factors set forth in Appendix C by providing Notice to Buyer of such election within sixty (60) days of achieving Full Capacity Deliverability Status (the "Full Capacity Option Notice"), which election shall be effective as specified in the definition of "Payment Allocation Factors." For avoidance of doubt, Interim Deliverability Status and Partial Capacity Deliverability Status do not qualify for Full Capacity Deliverability Status.

3.4.4. Seller shall cooperate in good faith with, and comply with unburdensome requests of, Buyer and the CAISO to enable Buyer and/or the CAISO to obtain Resource Adequacy and assign Capacity Attributes and Resource Adequacy Benefits to the Facility.

3.5. Eligible Renewable Resource. Seller shall take all actions necessary to achieve and maintain status as an Eligible Renewable Energy Resource or ERR. Within thirty (30) days after the Commercial Operation Date, Seller shall file an application or other appropriate request with the CEC for CEC Certification for the Facility. Seller shall expeditiously seek CEC Certification, including promptly responding to any requests for information from the requesting authority.

3.6. Compliance Expenditure Cap. If Seller establishes to Buyer's reasonable satisfaction that a change in Laws occurring after the Execution Date has increased Seller's cost above the cost that could reasonably have been contemplated as of the Execution Date to take all actions to comply with Seller's obligations under the Agreement with respect to obtaining and maintaining CEC Pre-Certification, CEC Certification or CEC Verification, then Seller's required out-of-pocket expenses are limited to Twenty-Five Thousand dollars ($25,000.00) in the aggregate each year of the Term ("Compliance Expenditure Cap") between the Execution Date and the last day of the Term.

3.6.1. Any actions required for Seller to comply with its obligations set forth in Section 3.6, the cost of which will be included in the Compliance Expenditure Cap, shall be referred to collectively as the "Compliance Actions."

3.6.2. If Seller reasonably anticipates the need to incur out-of-pocket expenses in excess of the Compliance Expenditure Cap in order to take any Compliance Action, Seller shall promptly provide Notice to Buyer and documentation to demonstrate the expenses incurred up to the Compliance Expenditure Cap and such anticipated out-of-pocket expenses.

3.6.3. Buyer will have ninety (90) days to evaluate such Notice and documentation (during which time period Seller is not obligated to take any Compliance Actions described in the Notice) and shall, within such time, either (a) agree to reimburse Seller for all or some portion of the costs that exceed the Compliance Expenditure Cap (such Buyer-agreed upon costs, the "Accepted Compliance Costs"), or (b) waive Seller's obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller. Notwithstanding the foregoing, if Buyer, in its sole discretion, elects to seek CPUC approval before Buyer agrees to reimburse anticipated out-of-pocket expenses that exceed the Compliance Expenditure Cap or waive Seller's obligation to take such Compliance Actions, Buyer may seek CPUC approval, during which time period Seller is not obligated to take any Compliance Actions described in the Notice.

3.6.4. If Buyer agrees to reimburse Seller for the Accepted Compliance Costs, then Seller shall take such Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties and Buyer shall reimburse Seller for Seller's actual costs to effect the Compliance Actions, not to exceed the Accepted Compliance Costs.

3.7. FERC Qualifying Facility Status. Seller shall take all actions, including making or supporting timely filings with the FERC necessary to obtain or maintain the Qualifying Facility status of the Facility throughout the Term; provided, however, that this obligation does not apply to the extent Seller is unable to maintain Qualifying Facility status using commercially reasonable efforts because of (a) a change in PURPA or in regulations of the FERC implementing PURPA occurring after the Execution Date, or (b) a change in Laws directly impacting the Qualifying Facility status of the Facility occurring after the Execution Date; and provided further that Seller shall not be obligated under this Section 3.7 to take any actions or make any filings to the extent that no action or filing is required by FERC to obtain, or maintain the Qualifying Facility status of the Facility.

4. REPRESENTATION AND WARRANTIES; COVENANTS

4.1. Representations and Warranties. On the Execution Date, each Party represents and warrants to the other Party that:

4.1.1. it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation;

4.1.2. the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, or any contracts to which it is a party;

4.1.3. this Agreement and each other document executed and delivered in accordance with this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms;

4.1.4. it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;

4.1.5. there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement; and

4.1.6. it is a “forward contract merchant” within the meaning of Title 11 of the United States Code (as in effect as of the Execution Date of this Agreement).

4.2. General Covenants. Each Party covenants that throughout the Term of this Agreement:

4.2.1. it shall continue to be duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation;

4.2.2. it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

4.2.3. it shall perform its obligations under this Agreement in a manner that does not violate any of the terms and conditions in its governing documents, or any contracts to which it is a party.

4.3. Seller’s Representations, Warranties and Covenants. In addition to the representations, warranties and covenants specified in Sections 4.1 and 4.2, Seller makes the following additional representations, warranties and covenants to Buyer, as of the Execution Date:

4.3.1. Seller has not participated in the Self-Generation Incentive Program (as defined in CPUC Decision 01-03-073) and/or other similar California ratepayer subsidized program relating to energy production (other than grants from the Electric Program Investment Charge) or rebated capacity costs with respect to the Facility and Seller does not maintain a Program Participation Request for the Project in the Renewable Market Adjusting Tariff program (as established by CPUC Decision 13-05-034).;

4.3.2. Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law; *[Standard term and condition that "may not be modified" pursuant to prior Commission decisions, including Decision 07-11-025, Decision 08-08-028 and Decision 10-03-021, as modified by Decision 11-01-025]*

4.3.3. Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law; *[Standard term and condition that "may not be modified" pursuant to prior Commission decisions, including Decision 07-11-025, Decision 08-08-028 and Decision 10-03-021, as modified by Decision 11-01-025]*

4.3.4. The term "commercially reasonable efforts" as used in Section 4.3.2 and 4.3.3 means efforts consistent with and subject to Section 3.6;

4.3.5. Subject to Section 3.7, throughout the Term of this Agreement, the Facility shall qualify as a Qualifying Facility.

4.3.6. Throughout the Term, Seller shall: (a) own and operate the Facility; (b) deliver the Product to Buyer to the Delivery Point free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any individual or entity; and (c) hold the rights to all of the Product;

4.3.7. Seller is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the Buyer in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement;

4.3.8. Throughout the Delivery Term: (a) Seller will not convey, transfer, allocate, designate, award, report or otherwise provide any or all of the Product, or any portion thereof, or any benefits derived therefrom, to any party other than Buyer; and (b) Seller will not start-up or operate the Facility per instruction of or for the benefit of any third party, except as required by other Laws or, in the case of Excess Sale arrangements, to serve any Site Host Load;

4.3.9. Seller has not relied on any promises, representations, statements or information of any kind that are not contained in this Agreement in deciding to enter into this Agreement;

4.3.10. The construction of the Facility shall comply with all Laws, including applicable state and local laws, building standards, and interconnection requirements;

4.3.11. No other person or entity, including any other generating facility has any rights in connection with Seller's interconnection agreement or Seller's Interconnection Facilities and no other persons or entities shall have any such rights during the Term;

4.3.12. During the Term, Seller shall not allow any other person or entity, including any other generating facility, to use Seller's Interconnection Facilities; and

4.3.13. ***[For Projects utilizing Eligible Directed Biogas and Biomethane delivered by dedicated pipeline] [***The Eligible Directed Biogas or Biomethane purchased for use at Seller's Facility complies with all applicable pipeline tariff rules, including, if any, quality specifications.***]***

4.3.14. ***[For Category 3 Projects that have a completed but not effective Active Interconnection Study by the Execution Date] [***An Interconnection Study has been completed for the Project prior to the Execution Date, but such Interconnection Study is not effective as of the Execution Date, and such Interconnection Study resulted in a determination that, with the identified interconnection upgrades: (a) the transmission or distribution grid that would serve as the Interconnection Point is adequate; (b) the Project meets all applicable state and local laws, building standards, and Transmission/Distribution Owner's interconnection requirements; and (c) the aggregate of all electric generating facilities on the distribution circuit would not adversely impact Transmission/Distribution Owner's operation and load restoration efforts of the electric system.***]***

[For Category 3 Projects that do not have an Active Interconnection Study by the Execution Date] [Seller shall submit a new Interconnection Study application for the Project no later than thirty (30) days from the Execution Date and Seller shall Notify PG&E of: (a) the interconnection queue position number within five (5) Business Days from receipt of such number, and (b) the Interconnection Study Completion Date no later than five (5) Business Days from the Interconnection Study Completion Date.***]***

4.4. <u>Seller's Fuel Resource Category Representations, Warranties and Covenants</u>.

4.4.1. Seller hereby represents, warrants and covenants to Buyer that the fuel used to generate electricity and if applicable, Useful Thermal Energy Output from the Facility to serve Site Host Load, Station Use and generate Energy for sale to Buyer ("Fuel Use") conforms and, throughout the Delivery Term, will conform to the definition of the Fuel Resource Category selected in Section A(i) of the Cover Sheet, subject to the Fuel Resource Requirements ***[Add the following bracketed language for Projects with a High Hazard Fuel Requirement: [***and the High Hazard Fuel Requirement***]]*** outlined in Section 4.4.2 ***[Add the following bracketed language for Projects using fuel for Station Use that is not from a Fuel Resource Category: [***; provided that, Seller shall not be in breach of this Section 4.4.1 if the Project uses fuel that is not from a Fuel Resource Category solely for Station Use.***]]***

4.4.2. ***[For all Projects except Projects with a High Hazard Fuel Requirement] [***All fuel used by the Facility ***[Add the following bracketed language for Projects using fuel for Station Use that is not from a Fuel Resource Category: [***,except for fuel used for Station

Use,***]]*** shall meet the definition of a Fuel Resource Category as defined in this Agreement (the "Fuel Resource Requirements"). Seller hereby represents, warrants, and covenants to Buyer that, on an annual basis throughout the Delivery Term, at least eighty percent (80%) of Fuel Use, measured in mmBTU, during each Contract Year shall be from the Fuel Resource Category identified in Section A(i) of the Cover Sheet, and no more than twenty percent (20%) of such Fuel Use shall be from one of the other Fuel Resource Categories; provided that, if Seller has elected to use Category 2 (Dairy) as the Facility's fuel resource, Seller shall not use any other Fuel Resource Category at the Facility ***[Add the following bracketed language for Projects using fuel for Station Use that is not from a Fuel Resource Category: [***,except for fuel used for Station Use***]]***. ***[Add the following bracketed language for Projects utilizing Eligible Directed Biogas: [***Seller further represents, warrants and covenants that Fuel Use shall not include natural gas or Common Carrier Pipeline Biomethane that is not Eligible Directed Biogas***] [Add the following bracketed language for Projects using fuel for Station Use that is not from a Fuel Resource Category: [***, except for fuel used for Station Use***]]***. Seller shall operate the Facility in compliance with the Fuel Resource Requirements during each Contract Year.***]***

[For all Projects with a High Hazard Fuel Requirement] [Seller hereby represents, warrants, and covenants to Buyer that, throughout the Delivery Term, at least eighty percent (80%) of Fuel Use, measured in Bone Dry Tons, that is delivered to the Facility and used by the Facility during each Calendar Year shall be from Fuel Resource Category 3 as identified in Section A(i) of the Cover Sheet, and no more than twenty percent (20%) of the remaining Fuel Use shall be from one of the other Fuel Resource Categories***[Add the following bracketed language for Projects using fuel for Station Use that is not from a Fuel Resource Category: [***; provided further that all fuel used by the Facility[, except for fuel used for Station Use,***]]*** shall meet the definition of a Fuel Resource Category as defined in this Agreement ("Fuel Resource Requirements"), as measured pursuant to Appendix L.

Sixty percent (60%) of Fuel Use, measured in Bone Dry Tons, that is delivered to the Facility and used by the Facility during each Calendar Year, shall be from High Hazard Fuel, as measured pursuant to Appendix L ("High Hazard Fuel Requirement"). Seller shall operate the Facility in compliance with both the Fuel Resource Requirements and the High Hazard Fuel Requirement during each Calendar Year.***]***

4.4.3.***[For all Projects except Projects with a High Hazard Fuel Requirement] [***Seller hereby represents, warrants, and covenants that no later than thirty (30) days after the last day of each Contract Year ("Annual Fuel Attestation Due Date"), Seller shall provide an attestation of the Project's compliance with the Fuel Resource Requirements for such Contract Year in the form of Appendix L ("Fuel Attestation"). For each two week period (or portion thereof) after the Annual Fuel Attestation Due Date that Seller fails to deliver to Buyer the Annual Fuel Attestation, Seller shall pay to Buyer, as liquidated damages and not as a penalty, one thousand dollars ($1,000); provided that Seller shall pay such liquidated damages for a period not to exceed one-hundred twenty (120) days after the Annual Fuel Attestation Due Date ("Annual Fuel Attestation Deadline"). The Parties acknowledge that the damages sustained by Buyer associated with Seller's failure to deliver the Annual Fuel Attestation by the Annual Fuel Attestation Due Date would be difficult or impossible to determine, or that obtaining an adequate remedy would be unreasonably time consuming or expensive, and therefore agree that Seller shall pay Buyer as liquidated damages the bi-weekly amount specified in the preceding sentence which is intended to compensate Buyer for Seller's failure to perform.***]***

[For all Projects with a High Hazard Fuel Requirement] [Seller shall prove to Buyer that the Project has satisfied the Fuel Resource Requirements and High Hazard Fuel Requirement for each Calendar Year. Seller shall submit to Buyer an Annual Fuel

Attestation for each Calendar Year no later than January 31st of the next Calendar Year ("Annual High Hazard Fuel Attestation Deadline") in the form of Appendix L, including the Annual Fuel Usage Log in the format provided by the Buyer (collectively, "Annual Fuel Attestation"), setting forth, among other things, the specific designated High Hazard Zones(s) from which its High Hazard Fuel was harvested and the percentage of total High Hazard Fuel delivered to the Project that came from each referenced High Hazard Zone(s). Seller shall submit to Buyer's designated recipient its Annual Fuel Attestation no later than the Annual High Hazard Fuel Attestation Deadline. Each Annual Fuel Attestation must be complete, not materially modified, and signed by an officer of the Seller. No later than the Annual High Hazard Fuel Attestation Deadline, Seller shall also obtain and provide, at Seller's sole expense, a verification from a Registered Professional Forester who shall, by his or her signature, attest to the accuracy of the source and volume of High Hazard Fuel delivered as set forth in Seller's Annual Fuel Attestation in the form of Appendix L-1 ("Verification of Fuel Source and Delivery").

4.4.3.1. Failure to Submit

4.4.3.1.1. If Seller has not submitted the Annual Fuel Attestation and Verification of Fuel Source and Delivery by the Annual High Hazard Fuel Attestation Deadline, Seller shall be deemed to have failed the Fuel Resource Requirement and the High Hazard Fuel Requirement during such Calendar Year and Seller shall be subject to an Event of Default pursuant to Section 13.2.2.15.

4.4.3.2. Buyer's Audit Rights. Buyer may reasonably rely on Seller's properly completed and timely submitted Annual Fuel Attestations as evidence of Seller's compliance with the applicable High Hazard Fuel Requirement and Fuel Resource Requirements. However, Buyer shall have the right to audit Seller's records and conduct any on-site visit to confirm Seller's compliance. Seller shall pay all reasonable expenses of Buyer in conducting such audit. Buyer shall have the right to deduct and offset the costs of conducting such audit from Seller's monthly invoices. Buyer's audit shall include, but not be limited to, Buyer's receipt and review of electronic copies of Seller's invoices for purchased fuel, including the location from which the fuel was harvested, and the records of the Registered Professional Forester who signed the Verification of Fuel Source and Delivery.***]***

4.4.4. ***[For Category 3 Projects that utilize High Hazard Fuel to meet the Fuel Resource Requirements except Projects with a High Hazard Fuel Requirement] [***Seller hereby represents, warrants, and covenants that no later than thirty (30) days after the last day of each Contract Quarter ("Quarterly Fuel Attestation Deadline"), Seller shall provide a Fuel Attestation for such Contract Quarter***]***.

[For all Projects with a High Hazard Fuel Requirement] [Seller hereby represents, warrants, and covenants that, no later than three (3) Business Days before the twenty-fifth (25th) day of the month following the last month of each Calendar Quarter ("Quarterly High Hazard Fuel Attestation Deadline"), Seller shall provide a Quarterly Fuel Attestation in the Form of Appendix L, including the Quarterly Fuel Usage Log in the format provided by the Buyer (collectively, "Quarterly Fuel Attestation") for each such Calendar Quarter.

4.4.4.1. Failure to Submit

4.4.4.1.1. If Buyer does not receive Seller's Quarterly Fuel Attestation with the applicable monthly invoice for March, June, September and/or December of each the Calendar Year, such month's invoice shall be deemed incomplete and Buyer shall not be required to pay that invoice until the Quarterly Fuel

Attestation is received. Upon receipt, Seller's invoice shall be paid in the following monthly invoice cycle subject to Section 2.7.***]***

4.4.5. Seller hereby covenants that the information contained in its Annual Fuel Attestation shall be true, complete and correct. Buyer shall have the right to request and review documentation upon which Seller's Annual Fuel Attestation is based. ***[Add the following bracketed language for Projects utilizing Eligible Directed Biogas] [***With respect to Eligible Directed Biogas, such documentation includes: (a) copies of the Facility's CEC Common Carrier Pipeline Report covering any portion of the applicable Contract Year, (b) fuel purchase agreements(s) for such Eligible Directed Biogas, which agreements may be redacted to omit confidential pricing information, (c) nomination records for verification of fuel input into Common Carrier Pipelines, and (d) meter data for the predominant fuel source and each Eligible Directed Biogas fuel source, and actual burn data, for verification of fuel output allocation set forth in the WREGIS Operating Rules, Section "Measuring and Verifying Output Allocation," as amended from time to time.***]***

4.4.6. ***[For Projects utilizing Eligible Directed Biogas] [***No later than April 1st of each Contract Year, Seller hereby covenants to deliver to Buyer a copy of the CEC Common Carrier Pipeline Report for the Facility for the preceding Contract Year. At Buyer's election, Buyer may request from Seller copies of any confirmations, notices, requests for information, documentation, or any other written communications between the CEC and the Seller relating to or supporting any CEC Common Carrier Pipeline Report for the Facility (collectively, the "CCP Communications"). Seller promptly shall comply with any such request made by Buyer.***]***

5. GENERAL CONDITIONS

5.1. CAISO Agreements; Interconnection Agreements; Scheduling. During the Delivery Term, Seller shall operate the Facility in compliance with the Transmission/Distribution Owner tariffs, the CAISO Tariff, and all Laws. Seller shall secure and maintain in full force all of the CAISO agreements, certifications and approvals required in order for the Facility to comply with the CAISO Tariff, including executing and maintaining, as applicable, a Participating Generator Agreement, Meter Service Agreement, interconnection agreement, and/or any other agreement necessary to deliver the Product to Buyer. Seller shall also comply with any modifications, amendments or additions to the applicable tariffs, protocols and Laws; provided that Seller shall be required to enter into a Participating Generator Agreement with the CAISO only if the Facility's net capacity is 0.5 MW or greater or if the CAISO Tariff requires or provides Seller the option to enter into such an agreement. Seller shall arrange and pay independently for any and all necessary costs under a Participating Generator Agreement, Meter Service Agreement, interconnection agreement, and/or any other agreement necessary to deliver the Product to Buyer. Ninety (90) days prior to the Commercial Operation Date, Seller must provide Buyer with all operating information, consistent with manufacturers specifications, needed for the Buyer to register the Facility with the CAISO and for Buyer to serve as Scheduling Coordinator.

5.2. Metering Requirements.

5.2.1. All output from the Project must be delivered through a single CAISO revenue meter. ***[For Projects utilizing Low-voltage Side Metering] [***Subject to the provisions herein,***]*** The CAISO revene meter shall be located on the high-voltage side of the Project's final step-up transformer nearest to the Interconnection Point ("High-voltage Side Metering"), and that meter must be dedicated exclusively to the Project; provided that, if the CAISO does not permit a revenue meter for the Facility, the Buyer shall specify a revenue quality meter for the Facility. ***[For Projects utilizing Low-voltage Side Metering] [***As designated on the

Cover Sheet, the Project will utilize Low-voltage Side Metering. All output from the Project shall be delivered through a single CAISO revenue meter located on the low-voltage side of the Project's final step-up transformer nearest to the Interconnection Point ("Low-Voltage Side Metering"), and that meter must be dedicated exclusively to the Project. In addition, (a) the Project shall not share a transformer with any other generator or load and (b) the Project's CAISO revenue meter shall have the capability to be adjusted for the Transformer and Line Loss Correction Factor (as such term is defined by the CAISO Tariff), as required by the CAISO Tariff and CAISO Business Practice Manual for Metering.*]* All Product purchased under this Agreement must be measured by the Project's CAISO revenue meter, or the revenue quality meter specified by Buyer, to be eligible for payment under this Agreement. Seller shall bear all costs relating to all metering equipment installed to accommodate the Project. ***[For Projects utilizing Low-voltage Side Metering] [***Seller shall install and maintain throughout the Delivery Term all required metering arrangements, including obtaining and maintaining the CAISO approval for Low-voltage Side Metering, all at Seller's sole cost.*]***

5.2.1.1. ***[For Projects utilizing Low-voltage Side Metering] [***Seller shall, in accordance with Section 2.5.5, provide documentation to Buyer of the CAISO approval for the Project's Low-voltage Side Metering, as a condition precedent to the Commercial Operation Date.*]***

5.2.1.2. ***[For Projects utilizing Low-voltage Side Metering] [***For the duration of each Contract Year, the CAISO revenue meter for the Project shall operate in accordance with the Applicable Standards and shall be programmed to properly apply, and shall properly apply, the Transformer and Line Loss Factor in accordance with the Applicable Standards.*]***

5.2.1.3. ***[For Projects utilizing Low-voltage Side Metering] [***No later than thirty (30) days after the last day of each Contract Year ("Annual Low-voltage Side Metering Attestation Deadline"), Seller shall provide an attestation in the form of Appendix N attesting that the CAISO revenue meter has been properly programmed to account for the Transformer and Line Loss Correction Factor and certifying to Buyer that the CAISO revenue meter for the Project has complied with the foregoing requirements in Section 5.2.1.2 above for such Contract Year ("Annual Low-voltage Side Metering Attestation"). At Buyer's request, Seller shall provide to Buyer the applicable documentation upon which Seller's Annual Low-voltage Side Metering Attestation is based.*]***

5.2.2. Buyer may, at its sole cost, furnish and install one Check Meter at the interconnection associated with the Facility at a location provided by Seller that is compliant with Buyer's electric service requirements. The Check Meter must be interconnected with Buyer's communication network to permit (a) periodic, remote collection of revenue quality meter data, and (b) back-up real time transmission of operating-quality meter data through the Telemetering System. In the event that Buyer elects to install a Check Meter, Buyer may compare the Check Meter data to the CAISO meter data. If the deviation between the CAISO meter data and the Check Meter data for any comparison is greater than 0.3%, Buyer may provide Notice to Seller of such deviation and the Parties shall mutually arrange for a meter check or recertification of the Check Meter or CAISO meter, as applicable. Each Party shall bear its own costs for any meter check or recertification. Testing procedures and standards for the Check Meter will be the same as for a comparable Buyer-owned meter. Seller shall have the right to have representatives present during all such tests. The Check Meter, if Buyer elects to install a Check Meter, is intended to be used for back-up purposes in the event of a failure or other malfunction of the CAISO meter, and Check Meter data shall only be used to validate the CAISO meter data and, in the event of

a failure or other malfunction of the CAISO meter, in place of the CAISO meter until such time that the CAISO meter is recertified.

5.2.3. In the case of Excess Sale arrangements, Buyer may, at its sole cost, furnish and install a net generation output meter at a location provided by Seller that is compliant with Buyer's electric service requirements. Such meter must be interconnected with Buyer's communication network to permit (a) periodic, remote collection of revenue quality meter data, and (b) back-up real time transmission of operating-quality meter data through the Telemetering System.

5.3. Meter Data. Seller hereby agrees to provide all meter data to Buyer in a form acceptable to Buyer, and consents to Buyer obtaining from the CAISO the CAISO meter data applicable to the Project and all inspection, testing and calibration data and reports. Seller shall grant Buyer the right to retrieve the meter readings from the CAISO Operational Meter Analysis and Reporting website and directly from the meter(s) at the Site.

5.4. Standard of Care. Seller shall: (a) maintain and operate the Facility and Interconnection Facilities, except facilities installed by Buyer, in conformance with all Laws and in accordance with Prudent Electrical Practices; (b) obtain any governmental authorizations and permits required for the construction and operation thereof; and (c) generate, schedule and perform transmission services in compliance with all applicable operating policies, criteria, rules, guidelines and tariffs and Prudent Electrical Practices. Seller shall reimburse Buyer for any and all losses, damages, claims, penalties, or liability Buyer incurs as a result of Seller's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Facility throughout the Term of this Agreement.

5.5. Access Rights.

5.5.1. Operations Logs. Seller shall maintain a complete and accurate log of all material operations and maintenance information on a daily basis. Such log shall include, but not be limited to, information on power production, fuel consumption, efficiency, availability, maintenance performed, outages, results of inspections, manufacturer recommended services, replacements, electrical characteristics of the generators, control settings or adjustments of equipment, protective devices, information and documentation related to Fuel Use and the Fuel Resource Requirements, and any other pertinent information that affects plant operations. Seller shall provide this information electronically to Buyer within twenty (20) days of Buyer's request. With respect to Fuel Use and the Fuel Resource Requirements, Buyer shall have the right to request all supporting documentation reasonably necessary to determine the accuracy and completeness of any Fuel Attestation submitted by Seller to Buyer.

5.5.2. Access Rights. Buyer, its authorized agents, employees and inspectors may, on reasonable advance notice under the circumstances, visit the Project during normal business hours for purposes reasonably connected with this Agreement or the exercise of any and all rights secured to Buyer by Law, its tariff schedules, and rules on file with the CPUC. Buyer, its authorized agents, employees and inspectors must (a) at all times adhere to all safety and security procedures as may be required by Seller; and (b) not interfere with the operation of the Project. Buyer shall make reasonable efforts to coordinate its emergency activities with the Safety and Security Departments, if any, of the Project operator. Seller shall keep Buyer advised of current procedures for contacting the Project operator's Safety and Security Departments.

5.6. Protection of Property. Each Party shall be responsible for protecting its own facilities from possible damage resulting from electrical disturbances or faults caused by the operation, faulty

operation, or non-operation of the other Party's facilities and such other Party shall not be liable for any such damages so caused; provided that nothing in this Section 5.6 shall modify any other agreement between the Parties or applicable Law.

5.7. Performance Excuses.

5.7.1. Seller Excuses. Seller shall be excused from achieving the Guaranteed Energy Production during Seller Excuse Hours, as provided in Section 11.1.

5.7.2. Buyer Excuses. The obligation of Buyer to receive and/or pay for the Product shall be excused only (a) during periods of Force Majeure, (b) by Seller's failure to perform, or (c) as provided with respect to curtailment in Section 5.8.

5.8. Seller Curtailment.

5.8.1. Seller shall curtail the production of the Facility after receipt of: (a) direction from the CAISO directly, or from Buyer that Buyer has been instructed by the CAISO or the Transmission/Distribution Owner, to curtail Energy deliveries; (b) direction that Seller has been given a curtailment order or similar instruction in order to respond to an Emergency; (c) a Curtailment Order issued by Buyer.

5.8.2. Buyer shall have no obligation to pay Seller for any Product delivered in violation of Section 5.8 or for any Product that Seller would have been able to deliver but for the fact of a curtailment pursuant to Section 5.8.1(a) or (b). Seller shall assume all liability and reimburse Buyer for any and all costs and charges incurred by Buyer, including but not limited to CAISO Penalties, as a result of Seller delivering Energy in violation of Section 5.8.

5.8.3. Buyer shall have the right, but not the obligation, to issue to Seller a Curtailment Order. Buyer shall pay Seller the Contract Price for the Product Seller would have been able to deliver but for the fact that Buyer issued a Curtailment Order ("Paid Curtailed Product"); provided, Buyer shall have no obligation to pay Seller the Contract Price for any Product that, if delivered would have been Surplus Delivered Energy, and any such Product shall not be Paid Curtailed Product.

5.8.4. Buyer shall estimate the amount of Product the Facility would have been able to deliver under Section 5.8.3 by reference to the most recent Notice of forecasted Expected Generation Output Buyer has received from Seller at the time of the Curtailment Order. In the event this forecast is not representative of past performance of the Facility, Buyer shall apply accepted industry standards in making such an estimate and take into consideration past performance of the Facility and any other relevant information. Seller shall cooperate with Buyer's requests for information associated with any estimate made hereunder.

5.9. Forecasting and Outage Notifications. Seller shall comply with the forecasting and outage notifications in Appendix D.

5.10. Telemetry Requirements. Seller shall comply with the telemetry requirements in Appendix E.

5.11. Greenhouse Gas Emissions. Seller acknowledges that a Governmental Authority may require Buyer to take certain actions with respect to greenhouse gas emissions attributable to the generation of Energy, including, but not limited to, reporting, registering, tracking, allocating for or accounting for such emissions. Promptly following Buyer's written request, Seller agrees to take all commercially reasonable actions and execute or provide any and all documents,

information or instruments with respect to generation by the Facility reasonably necessary to permit Buyer to comply with such requirements, if any.

5.12. Reporting and Record Retention.

5.12.1. Seller shall use commercially reasonable efforts to meet the Seller Milestone Schedule set forth in the Cover Sheet and avoid or minimize any delays in meeting such schedule. Seller shall provide Project development status reports in a format and a frequency, which shall not exceed one (1) report per month, specified by the Buyer. The report shall describe Seller's progress relative to the development, construction, and startup of the Facility, as well as a Notice of any anticipated change to the Commercial Operation Date and whether Seller is on schedule to meet the Guaranteed Commercial Operation Date.

5.12.2. Seller shall within ten (10) Business Days of receipt thereof provide to Buyer copies of any Interconnection Study or the interconnection agreement tendered to Seller by the CAISO or the Transmission/Distribution Owner and all other material reports, studies and analyses furnished by the CAISO or any Transmission/Distribution Owner, and any correspondence with the CAISO or Transmission/Distribution Owner related thereto, concerning the interconnection of the Facility to the Transmission/Distribution Owner's electric system or the transmission of Energy on the Transmission/Distribution Owners' electric system. Concurrently with the provision of any Interconnection Study or the interconnection agreement tendered to Seller by the CAISO or the Transmission/Distribution Owner that may give rise to a termination right of Buyer under Section 13.9.1, Seller shall provide Buyer a Notice of its irrevocable election to exercise or not exercise its rights under Section 13.9.2, with a failure to provide such an election deemed to be an election not to exercise such rights.

5.12.3. No later than twenty (20) days after each semi-annual period ending on June 30th or December 31st, Seller shall provide a report listing all WMDVBEs that supplied goods or services to Seller during such period, including any certifications or other documentation of such WMDVBEs' status as such and the aggregate amount paid to WMDVBEs during such period.

5.12.4. Seller shall provide to Buyer on the Commercial Operation Date, and within thirty (30) days after the completion of each Contract Year thereafter during the Delivery Term, an inspection and maintenance report regarding the Facility. Buyer shall provide to the Seller a form inspection and maintenance report before the Commercial Operation Date and Seller shall complete the form inspection and maintenance report. Buyer, at its sole discretion, may modify the form inspection and maintenance report to be used in subsequent Contract Years during the Delivery Term.

5.12.5. Seller shall keep all operating records required of a Qualifying Facility by any applicable CPUC order as well as any additional information that may be required of a Qualifying Facility in order to demonstrate compliance with all applicable standards which have been adopted by the CPUC.

5.12.6. If the Facility is a "qualifying cogeneration facility" as contemplated in 18 CFR Section 292.205, then within thirty (30) days following the end of each calendar year, and within thirty (30) days following the end of the Delivery Term, Seller shall provide to Buyer:

5.12.6.1. A copy of a FERC order waiving for the Facility, the applicable operating and efficiency standards for qualifying cogeneration facilities for the applicable year; or

5.12.6.2. A completed copy of Buyer's "QF Efficiency Monitoring Program – Cogeneration Data Reporting Form," substantially in the form of Appendix K-1, with calculations and verifiable supporting data, which demonstrates the compliance of the Facility with cogeneration Qualifying Facility operating and efficiency standards set forth in 18 CFR Section 292.205 "Criteria for Qualifying Cogeneration Facilities," for the applicable year.

5.12.7. If the Facility is a "qualifying small power production facility" as contemplated in 18 CFR Sections 292.203(a), 292.203(c) and 292.204, then within thirty (30) days following the end of each year, and within thirty (30) days following the end of the Delivery Term, Seller shall provide to Buyer:

5.12.7.1. A copy of a FERC order waiving for the Facility, the applicable operating and fuel use standards for qualifying small power production facilities for the applicable year; or

5.12.7.2. A completed copy of Buyer's "Fuel Use Standards – Small Power Producer Data Reporting Form," substantially in the form of Appendix K-2, with calculations and verifiable supporting data, which demonstrates the compliance of the Facility with small power producer Qualifying Facility fuel use standards set forth in 18 CFR Section 292.204 "Criteria for Qualifying Small Power Production Facilities," for the applicable year.

5.12.8. ***[For Projects utilizing Eligible Directed Biogas] [***No later than the tenth (10th) day of each month during the Delivery Term ("Monthly Multi-Fuel Report Deadline"), Seller shall complete and provide the "Fuel Use Standards – Multi-Fuel Monthly Data Reporting Form" in the form of Appendix K-3 ("Multi-Fuel Report") with supporting documentation, in a format acceptable to Buyer. This supporting documentation shall include (a) fuel purchase agreements(s) for such Eligible Directed Biogas, which agreements may be redacted to omit confidential pricing information, (b) nomination records and records of delivery for verification of fuel input into Common Carrier Pipelines and used by the Facility, and (c) meter data for the predominant fuel source and each Eligible Directed Biogas fuel source, and actual burn data, for verification of fuel output allocation set forth in the WREGIS Operating Rules, Section "Measuring and Verifying Output Allocation," as amended from time to time. Seller hereby covenants that the information contained in each of its Multi-Fuel Reports shall be true, complete, and correct.

5.12.8.1. Seller shall provide to Buyer within twenty (20) days of Buyer's request, any additional supporting documentation reasonably necessary, in a format acceptable to Buyer, to determine the accuracy and completeness of any Multi-Fuel Report submitted to Buyer at any time within the prior eight months, or to permit Buyer to submit to WREGIS accurate fuel split percentages for the Facility.

5.12.8.2. <u>Failure to Submit</u>

5.12.8.2.1. If, for any month during the Delivery Term, Buyer does not receive Seller's Multi-Fuel Report and supporting documentation by the Monthly Multi-Fuel Report Deadline, such month's invoice shall be deemed incomplete and Buyer shall not be required to pay, and no amount shall be due or owing under, that incomplete invoice. Upon Buyer's receipt of Seller's Multi-Fuel Report, the previously deemed incomplete invoice shall be paid in the following monthly invoice cycle subject to and in accordance with Section 2.7.

5.12.8.3. Buyer's Audit Rights. Buyer may reasonably rely on Seller's properly completed and timely submitted Multi-Fuel Report as evidence of Seller's compliance with the requirements for Eligible Directed Biogas. Buyer shall have the right to audit Seller's records and conduct any on-site visit to confirm Seller's compliance. Seller shall comply with any such audit and shall pay all reasonable expenses of Buyer in conducting such audit. Buyer shall have the right to deduct and offset the costs of conducting any such audit from Seller's monthly invoices. Buyer's audit shall include, but not be limited to, Buyer's receipt and review of electronic copies of Seller's supporting documentation.***]***

5.12.9. ***[For Projects using fuel for Station Use that is not from a Fuel Resource Category]*** ***[***No later than the tenth (10th) day of each month during the Delivery Term ("Monthly Multi-Fuel Report Deadline"), Seller shall complete and provide the "Fuel Use Standards – Multi-Fuel Monthly Data Reporting Form" in the form of Appendix K-3 ("Multi-Fuel Report"). For the avoidance of doubt, if in any month during the Delivery Term Seller does not use any fuel for Station Use that is not from a Fuel Resource Category, then Seller shall report the amount of such fuel as zero in that month's Multi-Fuel Report to be provided to Buyer.

5.12.9.1. Seller shall provide to Buyer within twenty (20) days of Buyer's request, any supporting documentation reasonably necessary, in a format acceptable to Buyer, in order for Buyer to (a) determine the accuracy and completeness of any Multi-Fuel Report submitted to Buyer at any time within the preceding eight (8) month period, or (b) submit to WREGIS accurate fuel split percentages for the Facility. Seller covenants throughout the Delivery Term that all information contained in each of its Multi-Fuel Reports shall be true, complete, and correct.

5.12.9.2. Failure to Submit

5.12.9.2.1. If, for any month during the Delivery Term, Buyer does not receive Seller's Multi-Fuel Report by the Monthly Multi-Fuel Report Deadline, such month's invoice shall be deemed incomplete and Buyer shall not be required to pay, and no amount shall be due or owing under, that incompete invoice. Upon Buyer's receipt of Seller's Multi-Fuel Report, the previously deemed incomplete invoice shall be paid in the following monthly invoice cycle subject to and in accordance with Section 2.7.

5.12.9.3. Buyer's Audit Rights. Buyer may reasonably rely on Seller's properly completed and timely submitted Multi-Fuel Report as evidence of Seller's compliance with the requirements for utilizing fuel for Station Use that is not from a Fuel Resource Category. Buyer shall have the right to audit Seller's records and conduct any on-site visit to confirm Seller's compliance. Seller shall comply with any such audit and shall pay all reasonable expenses incurred by Buyer to conduct such audit. Buyer shall have the right to deduct and offset the costs of conducting any such audit from Seller's monthly invoices.***]***

5.13. Tax Withholding Documentation. Upon Buyer's request, Seller shall promptly provide to Buyer Internal Revenue Service tax Form W-9 and California tax Form 590 (or their equivalent), completed with Seller's information, and any other documentation necessary for Buyer to comply with its tax reporting or withholding obligations with respect to Seller.

5.14. Modifications to Facility. From the Execution Date and throughout the Delivery Term, Seller shall not repower or materially modify or alter the Facility without the written consent of Buyer, which written consent is at Buyer's sole discretion. Material modifications or alterations include, but are not limited to, (a) movement of the Site, (b) changes that may increase or

decrease the expected output of the Facility (other than the following, each as provided in Section 2.2 above, the one (1) time decrease to Contract Quantity if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity, the one (1) time increase to Contract Quantity, and the annual option to decrease Contract Quantity), (c) changes that may affect the generation profile of the Facility, (d) changes that may affect the ability to accurately measure the output of Product from the Facility, (e) changes to the Fuel Use description provided in Section B(xi) of the Cover Sheet, or a change to the selection as to whether the Facility will use fuel for Station Use that is not from a Fuel Resource Category provided in Section B(xii) of the Cover Sheet, and (f) changes that conflict with elections, information or requirements specified elsewhere in this Agreement (other than, to the extent not covered by clauses (a) through (e) in this Section 5.14, as specified in the Cover Sheet). Material modifications or alterations do not include maintenance and repairs performed in accordance with Prudent Electrical Practices. Seller shall provide to Buyer Notice not less than ninety (90) days before any proposed repowering, modification or alteration occurs describing the repowering, modification or alteration to Buyer's reasonable satisfaction and, if subject to Buyer's consent pursuant to this Section 5.14, seeking Buyer's written consent.

5.15. No Additional Incentives. Seller agrees that during the Term of this Agreement it shall not seek additional compensation or other benefits pursuant to the Self-Generation Incentive Program, as defined in CPUC Decision 01-03-073, Buyer's net energy metering tariff, or other similar California ratepayer subsidized program relating to energy production with respect to the Facility (other than grants from the Electric Program Investment Charge).

5.16. Site Control. Seller shall have Site Control as of the earlier of: (a) the Commercial Operation Date; or (b) any date before the Commercial Operation Date to the extent necessary for the Seller to perform its obligations under this Agreement and, in each case, Seller shall maintain Site Control throughout the Term. Seller shall promptly provide Buyer with Notice if there is any change in the status of Seller's Site Control.

5.17. Safety Plan. Seller shall provide to Buyer, prior to commencement of any construction activities on the Site, a report from an independent engineer (acceptable to both Buyer and Seller) certifying that Seller has a written plan for the safe construction and operation of the Facility in accordance with Prudent Electrical Practices.

6. INDEMNITY

6.1. Each Party as indemnitor shall defend, save harmless and indemnify the other Party and the directors, officers, and employees of such other Party against and from any and all loss and liability (including reasonable attorneys' fees) for injuries to persons, including employees of either Party, and physical damage to property, including property of either Party, resulting from or arising out of: (a) the engineering, design, construction, maintenance, or operation of the indemnitor's facilities; (b) the installation of replacements, additions, or betterments to the indemnitor's facilities; or (c) the negligence or willful misconduct of the indemnitor relating to its obligation under this Agreement. This indemnity and save harmless provision shall apply notwithstanding the active or passive negligence of the indemnitee. Neither Party shall be indemnified for liability or loss, resulting from its sole negligence or willful misconduct. The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay all costs, including reasonable attorneys' fees that may be incurred by the other Party in enforcing this indemnity.

6.2. Each Party shall defend, save harmless and indemnify the other Party, its directors, officers, employees, and agents, assigns, and successors in interest, for and against any penalty imposed upon the Party to the extent caused by the other Party's failure to fulfill its obligations under this Agreement.

6.3. Each Party releases and shall defend, save harmless and indemnify the other Party from any and all loss and liability (including reasonable attorneys' fees) in connection with any breach made by the indemnifying Party of its representations, warranties and covenants in this Agreement.

7. LIMITATION OF DAMAGES

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 6 (INDEMNITY), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

8. NOTICES

Notices (other than forecasts, scheduling requests and curtailment (or equivalent) instructions) shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail). Notices of curtailment (or equivalent orders) may be oral, written or electronic and must be made in accordance with accepted industry practices for such notices. A notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the Business Day on which such notice was transmitted if received before 5 p.m. Pacific prevailing time (and if received after 5 p.m., on the next Business Day) and a notice by overnight mail or courier shall be deemed to have been received on the next Business Day after such Notice is sent or such earlier time as is confirmed by the receiving Party unless it confirms a prior oral communication, in which case any such notice shall be deemed received on the day sent. A Party may change its addresses by providing notice of same in accordance with this provision. All Notices, requests, invoices, statements or payments for this Facility must reference this Agreements identification number. Notices shall be provided as indicated in the Cover Sheet.

9. INSURANCE

9.1. Insurance Coverage. Seller shall, at its own expense, starting on the Execution Date and until the end of the Term, and for such additional periods as may be specified below, provide and maintain in effect the following insurance policies and minimum limits of coverage as specified below, and such additional coverage as may be required by Law, with insurance companies authorized to do business in the state in which the services are to be performed, with an A.M. Best's Insurance Rating of not less than A-:VII.

9.1.1. Commercial general liability insurance, written on an occurrence, not claims-made basis, covering all operations by or on behalf of Seller arising out of or connected with this Agreement, including coverage for bodily injury, broad form property damage, personal and advertising injury, products/completed operations, contractual liability, premises-operations, owners and contractors protective, hazard, explosion, collapse and underground. Such insurance must bear a combined single limit per occurrence and annual aggregate of not less than one million dollars ($1,000,000.00), exclusive of defense costs, for all coverages. Such insurance must contain standard cross-liability and severability of interest provisions. If Seller elects, with Buyer's written concurrence, to use a "claims made" form of commercial general liability insurance, then the following additional requirements apply: (a) the retroactive date of the policy must be prior to the Execution Date; and (b) either the coverage must be maintained for a period of not less than four (4) years after this Agreement terminates, or the policy must provide for a supplemental extended reporting period of not less than four (4) years after this Agreement terminates. Governmental agencies which have an established record of self-insurance may provide the required coverage through self-insurance.

9.1.2. Workers' compensation insurance with statutory limits, as required by the state having jurisdiction over Seller's employees, and employer's liability insurance with limits of not less than: (a) bodily injury by accident - one million dollars ($1,000,000.00) each accident; (b) bodily injury by disease - one million dollars ($1,000,000.00) policy limit; and (c) bodily injury by disease - one million dollars ($1,000,000.00) each employee.

9.1.3. Commercial automobile liability insurance covering bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000.00) per occurrence. Such insurance must cover liability arising out of Seller's use of all owned, non-owned and hired automobiles in the performance of the Agreement.

9.1.4. Umbrella/excess liability insurance, written on an occurrence, not claims-made basis, providing coverage excess of the underlying employer's liability, commercial general liability, and commercial automobile liability insurance, on terms at least as broad as the underlying coverage, with limits of not less than four million dollars ($4,000,000.00) per occurrence and in the annual aggregate.

9.2. Additional Insurance Provisions.

9.2.1. On or before the later of (a) sixty (60) days after the Execution Date and (b) the date immediately preceding commencement of construction of the Facility, and again within a reasonable time after coverage is renewed or replaced, Seller shall furnish to Buyer certificates of insurance evidencing the coverage required above, written on forms and with deductibles reasonably acceptable to Buyer. Notwithstanding the foregoing sentence, Seller shall in no event furnish Buyer certificates of insurance evidencing required coverage later than the Commercial Operation Date. All deductibles, co-insurance and self-insured retentions applicable to the insurance above must be paid by Seller. All certificates of insurance must note that the insurers issuing coverage must endeavor to provide Buyer with at least thirty (30) days' prior written notice in the event of cancellation of coverage. Buyer's receipt of certificates that do not comply with the requirements stated in this Section 9.2.1, or Seller's failure to provide such certificates, do not limit or relieve Seller of the duties and responsibility of maintaining insurance in compliance with the requirements in this Section 9 and do not constitute a waiver of any of the requirements of Section 9.

9.2.2. Insurance coverage described above in Section 9.1 shall provide for thirty (30) days written Notice to Buyer prior to cancellation, termination, alteration, or material change of such insurance.

9.2.3. Evidence of coverage described above in Section 9.1 shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Buyer.

9.2.4. Buyer shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.

9.2.5. All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance must be issued, clearly labeled with this Agreement's identification number and submitted in accordance with Section 8 and the Cover Sheet.

9.2.6. The insurance requirements set forth in Section 9.1 will apply as primary insurance to, without a right of contribution from, any other insurance maintained by or afforded to Buyer, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, and employees, regardless of any conflicting provision in Seller's policies to the contrary. To the extent permitted by Law, Seller and its insurers shall be required to waive all rights of recovery from or subrogation against Buyer, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees and insurers. The commercial general liability insurance required in Section 9.1.1 and the umbrella/excess liability insurance required in Section 9.1.4 must name Buyer, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents and employees, as additional insureds for liability arising out of Seller's construction, use or ownership of the Facility.

9.2.7. Seller shall remain liable for all acts, omissions or default of any subcontractor or subsupplier and shall indemnify, defend and hold harmless Buyer for any and all loss or damages, as well as all costs, charges and expenses which Buyer may suffer, incur, or bear as a result of any acts, omissions or default by or on behalf of any subcontractor or subsupplier.

9.2.8. If Seller fails to comply with any of the provisions of this Section 9, Seller, among other things and without restricting Buyer's remedies under Law or otherwise, shall, at its own cost, act as an insurer and provide insurance in accordance with the terms and conditions of this Section 9. With respect to the required commercial general liability insurance set forth in Section 9.1.1, umbrella/excess liability insurance set forth in Section 9.1.4, and commercial automobile liability insurance set forth in Section 9.1.3, Seller shall provide a current, full and complete defense to Buyer, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third party claim in the same manner that an insurer with an A.M. Best's Insurance Rating of A-:VII would have, had the insurance been maintained in accordance with the terms and conditions set forth in this Section 9 and given the required additional insured wording in the commercial general liability insurance and umbrella/excess liability insurance, and standard "Who is an Insured" provision in commercial automobile liability form.

10. FORCE MAJEURE

10.1. No Default for Force Majeure. Neither Party shall be in default in the performance of any of its obligations set forth in this Agreement, except for obligations to pay money, when and to the extent failure of performance is caused by Force Majeure. Nothing in this Section 10 shall relieve the Seller of the obligation to achieve Commercial Operation on or before the Guaranteed Commercial Operation Date, as may be extended pursuant to Section 1.1.

10.2. Requirements Applicable to Claiming Party. If a Party, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Agreement, such

Party (the "Claiming Party") shall be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Agreement by reason of Force Majeure:

10.2.1. The Claiming Party, on or before the fourteenth (14th) day after the initial occurrence of the claimed Force Majeure, must give the other Party Notice describing the particulars of the occurrence; and

10.2.2. The Claiming Party must provide timely evidence reasonably sufficient to establish that the occurrence constitutes Force Majeure as defined in this Agreement.

10.3. Limitations. The suspension of the Claiming Party's performance due to Force Majeure may not be greater in scope or longer in duration than is required by such Force Majeure. In addition, the Claiming Party shall use diligent efforts to remedy its inability to perform. When the Claiming Party is able to resume performance of its obligations under this Agreement, the Claiming Party shall give the other Party prompt Notice to that effect.

10.4. Termination. The non-Claiming Party may terminate this Agreement on at least five (5) Business Days' prior Notice, in the event of Force Majeure which materially interferes with the Claiming Party's ability to perform its obligations under this Agreement and which (a) extends for more than 365 consecutive days, (b) extends for more than a total of 365 days in any consecutive 540-day period, or (c) causes the Commercial Operation Date to fail to be demonstrated by the Guaranteed Commercial Operation Date.

11. GUARANTEED ENERGY PRODUCTION

11.1. General. Throughout the Delivery Term, Seller shall be required to deliver to Buyer no less than the Guaranteed Energy Production over two (2) consecutive Contract Years during the Delivery Term ("Performance Measurement Period"). "Guaranteed Energy Production" means an amount of Delivered Energy (including, for purposes of this Section 11, Paid Curtailed Product), as measured in MWh, equal to the product of (x) and (y), where (x) is one hundred eighty percent (180%) of the average of the Contract Quantity over the Performance Measurement Period and (y) is the difference between (I) and (II), with the resulting difference divided by (I), where (I) is the number of hours in the applicable Performance Measurement Period and (II) is the aggregate number of Seller Excuse Hours in the applicable Performance Measurement Period. Guaranteed Energy Production is described by the following formula:

Guaranteed Energy Production = 180% × average of the Contract Quantity over the Performance Measurement Period in MWh) × [(Hours in Performance Measurement Period - Seller Excuse Hours) / Hours in Performance Measurement Period]

Notwithstanding the foregoing, for the first two (2) consecutive Contract Years of the Delivery Term, the Guaranteed Energy Production shall be calculated by replacing "one hundred eighty percent (180%)" with "one hundred forty percent (140%)" and "180%" with "140%" in this Section 11.1.

For the avoidance of doubt, the second Performance Measurement Period (Contract Year 2 and 3) and subsequent Performance Measurement Periods for the remainder of the Delivery Term, the Guaranteed Energy Production shall be calculated by the following formula:

Guaranteed Energy Production = 180% × average of the Contract Quantity over the Performance Measurement Period in MWh) × [(Hours in Performance

Measurement Period - Seller Excuse Hours) / Hours in Performance Measurement Period]

11.2. GEP Failures. If Seller has a GEP Failure, then within ninety (90) days after the last day of the last month of such Performance Measurement Period, Buyer shall notify Seller of such failure. Seller shall cure the GEP Failure by delivering to Buyer GEP Damages, calculated pursuant to Appendix F, within thirty (30) days of receipt of the Notice.

11.3. GEP Damages. The Parties agree that the damages sustained by Buyer associated with Seller's failure to achieve the Guaranteed Energy Production requirement would be difficult or impossible to determine, or that obtaining an adequate remedy would be unreasonably time consuming or expensive and therefore agree that Seller shall pay the GEP Damages to Buyer as liquidated damages. In no event shall Buyer be obligated to pay GEP Damages.

12. CREDIT AND COLLATERAL REQUIREMENTS

12.1. Collateral Requirement. On or before the thirtieth (30th) day following the Execution Date, Seller shall post and thereafter maintain a collateral requirement (the "Collateral Requirement") as designated in the Cover Sheet. The Collateral Requirement will be held by Buyer and must be in the form of either a cash deposit or Letter of Credit.

12.2. Maintenance of Collateral Requirement. The Collateral Requirement shall be posted to Buyer and maintained at all times from the thirtieth (30th) day following the Execution Date through the end of the Term and thereafter until such time as Seller has satisfied all monetary obligations which survive any termination of this Agreement, not to exceed one year following the end of the Term. In the event that Buyer draws on the Collateral Requirement pursuant to this Agreement, Seller shall promptly replenish such Collateral Requirement to the amount specified in Section 12.1, as may be adjusted pursuant to Section 12.3.

12.3. Forfeiture Based on Capacity. If, on the earlier of the Commercial Operation Date or the Guaranteed Commercial Operation Date, Seller:

12.3.1. is not capable of delivering any of the Contract Capacity to the Delivery Point, as determined by Buyer in its reasonable discretion, Seller shall forfeit, and Buyer shall be entitled to, the entire Collateral Requirement and Buyer may terminate this Agreement; or

12.3.2. is only capable of delivering a portion of the Contract Capacity to the Delivery Point, based on the Demonstrated Contract Capacity, Seller shall forfeit, and Buyer shall have the right to retain, a portion of the Collateral Requirement equal to the product of (a) twenty thousand dollars ($20,000.00), multiplied by (b) the Contract Capacity set forth in Section 2.1 less the Demonstrated Contract Capacity.

12.4. Grant of Security Interest/Remedies. To secure its obligations under this Agreement and to the extent Seller delivers the Collateral Requirement, as applicable, hereunder, Seller hereby grants to Buyer, as the secured party, a first priority security interest in, and lien on (and right of setoff against), and assignment of, all such Collateral Requirement posted with Buyer in the form of cash or Letter of Credit and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, Buyer. Within thirty (30) days of the delivery of the Collateral Requirement, Seller agrees to take such action as Buyer reasonably requires in order to perfect a first-priority security interest in, and lien on (and right of setoff against), such Collateral Requirement and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence of an Event of Default, an Early Termination Date or an occasion provided for in this Agreement where Buyer is authorized

to retain all or a portion of the Collateral Requirement, Buyer may do any one or more of the following: (a) exercise any of the rights and remedies of a secured party with respect to the Collateral Requirement, as applicable, including any such rights and remedies under Law then in effect; (b) exercise its rights of setoff against any and all property of Seller in the possession of the Buyer or Buyer's agent; (c) draw on any outstanding Letter of Credit issued for its benefit or retain any cash deposit; and (d) liquidate the Collateral Requirement then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller. Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller's obligations under the Agreement (Seller remaining liable for any amounts owing to Buyer after such application), subject to the Buyer's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

12.5. Use of Collateral Requirement. Buyer shall be entitled to draw upon the Collateral Requirement for any damages arising upon Buyer's declaration of an Early Termination Date or as set forth in Sections 12.3.1 and 12.3.2. If Buyer terminates this Agreement and is entitled to draw upon the Collateral Requirement, any amount of Collateral Requirement that Seller has not yet posted with Buyer will be immediately due and payable by Seller to Buyer.

12.5.1. Return of Collateral Requirement. Buyer shall return the unused portion of the Collateral Requirement, including the payment of any interest due thereon to Seller promptly after the following has occurred: (a) the Term of the Agreement has ended, or an Early Termination Date has occurred, as applicable; and (b) all payment obligations of the Seller arising under this Agreement, including but not limited to payments pursuant to the Settlement Amount, indemnification payments, or other damages are paid in full (whether directly or indirectly such as through set-off or netting).

12.5.2. Full Return of Collateral Requirement. Notwithstanding the foregoing, the full Collateral Requirement will be returned to Seller if this Agreement is terminated in accordance with Section 10.4 or 13.10; provided that a termination under Section 10.4 only entitles Seller to a return of the full Collateral Requirement if the termination is based on a Force Majeure that prevents the Commercial Operation Date from occurring on or before the Guaranteed Commercial Operation Date or prevents Seller from demonstrating full Contract Capacity in accordance with Appendix J.

12.5.3. Payment of Interest. Buyer shall pay simple interest on cash held to satisfy the Collateral Requirements at the rate and in the manner set forth in Section 2.7.9.

12.6. Letter of Credit.

12.6.1. If Seller has provided a Letter of Credit to satisfy the Collateral Requirement, then Seller shall renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and in accordance with this Agreement. In the event the issuer of such Letter of Credit (a) fails to maintain a Credit Rating of at least (i) an A3 by Moody's with a stable designation and at least an A- by S&P with a stable designation, if the issuer is rated by both Moody's and S&P, or (ii) an A3 by Moody's with a stable designation or an A- by S&P with a stable designation, if the issuer is rated by either Moody's or S&P but not both, (b) indicates its intent not to renew such Letter of Credit or has not renewed such Letter of Credit at least twenty-five (25) Business Days prior to its expiration, or (c) fails to honor Buyer's properly documented request to draw on an outstanding Letter of Credit by such issuer, Seller shall cure such default by complying with either Section 12.6.1.1 or 12.6.1.2 below in an amount equal to the Collateral Requirement, and by completing the action within three (3) Business Days of the applicable event (all of which is considered the "Cure"):

12.6.1.1. providing a substitute Letter of Credit that is issued by a qualified bank acceptable to Buyer, other than the bank failing to honor the outstanding Letter of Credit, or

12.6.1.2. posting cash.

If Seller fails to Cure or if such Letter of Credit expires or terminates without a full draw thereon by Buyer, or fails or ceases to be in full force and effect at any time that such Letter of Credit is required pursuant to the terms of this Agreement, then Seller shall have failed to meet the Collateral Requirements of Section 12. If a Letter of Credit has not been renewed at least twenty (20) Business Days prior to its scheduled expiration, Buyer may draw on the Letter of Credit for the full amount of the Collateral Requirement.

12.6.2. In all cases, the costs and expenses of establishing, renewing, substituting, canceling, increasing, reducing, or otherwise administering the Letter of Credit shall be borne by Seller.

13. EVENTS OF DEFAULT AND TERMINATION

13.1. Termination. Unless terminated earlier pursuant to Section 10.4 or this Section 13, this Agreement automatically terminates immediately following the last day of the Delivery Term.

13.2. Events of Default. An "Event of Default" means, with respect to a Party, the occurrence of any of the following:

13.2.1. With respect to either Party:

13.2.1.1. A Party becomes Bankrupt;

13.2.1.2. Except for an obligation to make payment when due, if there is a failure of a Party to perform any material covenant or obligation set forth in this Agreement (except to the extent such failure provides a separate termination right for the non-breaching Party or to the extent excused by Force Majeure), if such failure is not remedied within thirty (30) days after Notice thereof from the non-breaching Party to the breaching Party;

13.2.1.3. A Party fails to make any payment due and owing under this Agreement, if such failure is not cured within five (5) Business Days after Notice from the non-breaching Party to the breaching Party; or

13.2.1.4. Any representation or warranty made by a Party (a) is false or misleading in any material respect when made or (b) becomes false or misleading in any material respect during the Term; provided that the representations and warranties made by Seller in Sections 4.3.2 or 4.3.3 shall be subject to Section 4.3.4.

13.2.2. With respect to Seller:

13.2.2.1. Seller fails to take all corrective actions specified in any Buyer Notice, within the time frame set forth in such Notice, that the Facility is out of compliance with any term of this Agreement; provided that if such corrective action falls under a specific termination right under Section 13.2.2, then the time frame, if any, set forth for such right shall apply;

13.2.2.2. The Facility has not achieved Commercial Operation by the Guaranteed Commercial Operation Date;

13.2.2.3. Subject to Section 10, Seller has not sold or delivered Product greater than 10% of the applicable Contract Quantity from the Facility to Buyer for a period of twelve (12) consecutive months;

13.2.2.4. Subject to Section 3.6, Seller fails to maintain its status as an ERR as set forth in Section 3.5 of the Agreement;

13.2.2.5. Subject to Section 3.7, the Facility fails to maintain its status as a Qualifying Facility;

13.2.2.6. Seller fails to post and maintain the Collateral Requirements pursuant to Section 12 and such failure is not cured within any applicable cure period;

13.2.2.7. Seller abandons the Facility;

13.2.2.8. Seller installs generating equipment at the Facility that exceeds the Contract Capacity and such excess generating capacity is not removed within five (5) Business Days after Notice from Buyer;

13.2.2.9. Seller delivers or attempts to deliver to the Delivery Point for sale under this Agreement Product that was not generated by the Facility;

13.2.2.10. Seller fails to install any of the equipment or devices necessary for the Facility to satisfy the Contract Capacity of the Facility, as set forth in Section 12.3.1;

13.2.2.11. An unauthorized assignment of the Agreement, as set forth in Section 16;

13.2.2.12. Seller fails to reimburse Buyer any amounts due under this Agreement;

13.2.2.13. Seller breaches the requirements in Section 5.15 regarding incentives.

13.2.2.14. ***[For all Projects except Projects with a High Hazard Fuel Requirement]*** ***[***Seller breaches any of the representations, warranties and/or covenants contained in Section 4.4 or otherwise fails to comply with the Fuel Resource Requirements ("Fuel Resource Failure") in any Contract Year as determined by Buyer, based on: (a) the Annual Fuel Attestation and supporting documentation therefor, requested and received by Buyer, if any, (b) Buyer's inspection of the Facility, or (c) Buyer's reasonable determination that the information contained in any Annual Fuel Attestation does not reflect the actual Fuel Use at the Facility for the prior Contract Year; provided, that Seller may cure such Event of Default according to the requirements set forth in Appendix M of this Agreement; provided, further, that if such Event of Default occurs three times during the Delivery Term, Buyer shall have the right to declare an Event of Default and terminate this Agreement upon the third occurrence of such Event of Default, and Seller shall not have the ability to cure as described in Appendix M. For the avoidance of doubt, Category 2 (Dairy) Facilities do not have an opportunity to cure Fuel Resource Failures;***]***

[For all Projects with a High Hazard Fuel Requirement] ***[***Seller breaches any of the representations, warranties and/or covenants contained in Section 4.4 or otherwise fails to comply with the Fuel Resource Requirements or High Hazard Fuel

Requirement ("Fuel Resource Failure") in any Calendar Year, as determined by Buyer, based on (a) the Annual Fuel Attestation, the Verification of Fuel Source and Delivery and supporting documentation therefor, requested and received by Buyer, (b) Buyer's inspection or audit of the Facility, or (c) Buyer's reasonable determination that the information contained in any Annual Fuel Attestation does not reflect the actual Fuel Use at the Facility for the applicable Calendar Year pursuant to Section 4.4.2. In the event of such a breach, Seller shall be subject to a Termination Payment pursuant to Sections 13.3 and 13.5.***]***

13.2.2.15. ***[For all Projects except Projects with a High Hazard Fuel Requirement] [***Seller fails to submit to Buyer the Annual Fuel Attestation on or before the Annual Fuel Attestation Deadline;***] [For all Projects with a High Hazard Fuel Requirement]*** Seller fails to submit to Buyer the Annual Fuel Attestation and the Verification of Fuel Source and Delivery on or before the Annual High Hazard Fuel Attestation Deadline. In the event of such a breach, Seller shall be subject to a Termination Payment pursuant to Sections 13.3 and 13.5.***]***

13.2.2.16. Seller uses a fuel resource to generate electricity and if applicable, Useful Thermal Energy Output from the Facility that is not one of the Fuel Resource Categories***[***, other than for Station Use***] [For Projects using fuel for Station Use that is not from a Fuel Resource Category]***.

13.2.2.17. ***[For Category 3 Projects that do not have an effective Active Interconnection Study prior to the Execution Date] [***Seller fails to submit a new Interconnection Study application for the Project pursuant to Section 4.3.14.***]***

13.2.2.18. ***[For Category 3 Projects that do not have an Active Interconnection Study prior to the Execution Date] [***Seller's Interconnection Study for the Project has determined that, with the identified interconnection upgrades: (a) the transmission or distribution grid that would serve as the Interconnection Point is inadequate; (b) the Project does not meet all applicable state and local laws, building standards, and Transmission/Distribution Owner's interconnection requirements; or (c) the aggregate of all electric generating facilities on the distribution circuit would adversely impact Transmission/Distribution Owner's operation and load restoration efforts of the electric system.***]***

13.2.2.19. ***[For Projects with a Nameplate Capacity greater than three megawatts][***The Facility's Demonstrated Nameplate Capacity is greater than the lesser of (a) the Nameplate Capacity and (b) five thousand (5,000) kW.***]***

13.2.2.20. ***[For Projects utilizing Eligible Directed Biogas or For Projects using fuel for Station Use that is not from a Fuel Resource Category] [***Seller fails to submit to Buyer the Multi-Fuel Report and supporting documentation required by Section 5.12.8 and/or 5.12.9 on or before the Multi-Fuel Report Deadline and such failure to submit is not cured within fifteen (15) Business Days after Notice from PG&E.***]***

13.2.2.21. ***[For all Projects utilizing Low-voltage Side Metering] [***Seller fails to (a) submit to Buyer the Annual Low-voltage Side Metering Attestation on or before the Annual Low-voltage Side Metering Attestation Deadline and such failure to submit is not cured within fifteen (15) Business Days after Notice from PG&E or (b) meet any of the requirements of Section 5.2.1 for its CAISO revenue meter.***]***

13.3. Declaration of an Event of Default. ***[For all Projects except Projects with a High Hazard Fuel Requirement] [***Except as otherwise set forth in Section 13.2.2.14 above, if an

Event of Default has occurred, the non-defaulting Party shall have the right to: (a) send Notice, designating a day, no earlier than five (5) days after such Notice and no later than twenty (20) days after such Notice, as an early termination date of this Agreement ("Early Termination Date"); (b) accelerate all amounts owing between the Parties; (c) terminate this Agreement and end the Delivery Term effective as of the Early Termination Date; (d) collect any Settlement Amount under Section 13.5; and (e) if the defaulting party is the Seller and Buyer terminates the Agreement prior to the start of the Commercial Operation Date, Buyer shall have the right to retain (or if the Collateral Requirement has not been provided, collect) the entire Collateral Requirement.***]***

[For all Projects with a High Hazard Fuel Requirement] [If an Event of Default has occurred, the non-defaulting Party shall have the right to: (a) send Notice, designating a day, no earlier than five (5) days after such Notice and no later than twenty (20) days after such Notice, as an early termination date of this Agreement ("Early Termination Date"); (b) accelerate all amounts owing between the Parties; (c) terminate this Agreement and end the Delivery Term effective as of the Early Termination Date; (d) collect any Termination Payment under Section 13.5; and (e) if the defaulting party is the Seller and Buyer terminates the Agreement prior to the start of the Commercial Operation Date, Buyer shall have the right to retain (or if the Collateral Requirement has not been provided, collect) the entire Collateral Requirement.***]***

13.4. Release of Liability for Termination.

13.4.1. Upon termination of this Agreement, neither Party shall be under any further obligation or subject to liability hereunder, except as provided in Section 2.4.2.

13.4.2. If an Event of Default shall have occurred, the non-defaulting Party has the right to immediately suspend performance under this Agreement and pursue all remedies available at Law or in equity against the defaulting Party (including monetary damages), except to the extent that such remedies are limited by the terms of this Agreement.

13.5. Calculation of Settlement Amount ***[***and Termination Payment***]*** ***[For all Projects with a High Hazard Fuel Requirement]***.

13.5.1. ***[For all Projects except Projects with a High Hazard Fuel Requirement] [***If either Party exercises a termination right under Section 13 after the Commercial Operation Date, the non-defaulting Party shall calculate a Settlement Amount determined as of the Early Termination Date. Prior to the Commercial Operation Date, the Settlement Amount shall be Zero dollars ($0).***]***

[For all Projects with a High Hazard Fuel Requirement] [If either Party exercises a termination right under Section 13 after the Commercial Operation Date, the non-defaulting Party shall calculate a termination payment in US dollars equal to the sum of (a) and (b), and, if Seller is the defaulting party, (c) ("Termination Payment"), where (a) equals the Settlement Amount, (b) equals the sum of all amounts owed by the defaulting Party to the non-defaulting Party under this Agreement, less any amounts owed by the non-defaulting Party to the defaulting Party determined as of the Early Termination Date, and (c) equals the Fuel Use Default Payment as described in Section 13.5.1.1, determined as of the Early Termination Date. Prior to the Commercial Operation Date, the Termination Payment shall be zero dollars ($0).

13.5.1.1. Fuel Use Default Payment. If Seller is the defaulting Party, then Seller shall pay Buyer an amount that compensates Buyer for Buyer's overpayment for Product resulting from the Seller's failure to meet the High Hazard Fuel Requirement or Fuel Resource Requirements during the applicable Calendar Year(s) ("Fuel Use Default

Payment"). The Fuel Use Default Payment is calculated by the number of MWhs of Delivered Energy and Paid Curtailed Product provided by the Seller to Buyer from January 1 of the applicable Calendar Year(s) to the Early Termination Date multiplied by the difference between (a) $199.72/MWh adjusted for TOD Factors and (b) the Contract Price adjusted for TOD Factors. In the event Seller fails to pay the Fuel Use Default Payment when due, Buyer may deduct and offset the Fuel Use Default Payment from the posted Collateral Requirement.***]***

13.5.2. If the non-defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, determined as of the Early Termination Date, the Settlement Amount shall be Zero dollars ($0).

13.5.3. The Buyer shall not have to enter into replacement transactions to establish a Settlement Amount.

13.6. Rights and Remedies Are Cumulative. The rights and remedies of the Parties pursuant to this Section 13 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

13.7. Duty to Mitigate. Buyer and Seller shall each have a duty to mitigate damages pursuant to this Agreement, and each shall use reasonable efforts to minimize any damages it may incur as a result of the other Party's non-performance of this Agreement, including with respect to termination of this Agreement.

13.8. Right of First Refusal.

13.8.1. If Seller terminates this Agreement, as provided in Sections 13.10 or 10.4 (based on a Force Majeure as to which Seller is the Claiming Party), or if Buyer terminates this Agreement as provided in Sections 13.2.2.2 and 12.3.1, or due to an Event of Default of Seller prior to the Guaranteed Commercial Operation Date, neither Seller nor Seller's Affiliates may sell, or enter into a contract to sell, Energy, Renewable Energy Credits, Capacity Attributes, or Resource Adequacy Benefits, generated by, associated with or attributable to a generating facility installed at the Site to a party other than Buyer for a period of two (2) years following the effective date of such termination ("Restricted Period").

13.8.2. This prohibition on contracting and sale will not apply if, before entering into such contract or making a sale to a party other than Buyer, Seller or Seller's Affiliate provides Buyer with a written offer to sell the Energy, Renewable Energy Credits, Capacity Attributes and Resource Adequacy Benefits to Buyer at the Contract Price and on other terms and conditions materially similar to the terms and conditions contained in this Agreement and Buyer fails to accept such offer within forty-five (45) days after Buyer's receipt thereof.

13.8.3. Neither Seller nor Seller's Affiliates may sell or transfer the Facility, or any part thereof, or land rights or interests in the Site of the proposed Facility (including the interconnection queue position identified in the Cover Sheet) during the Restricted Period so long as the limitations contained in this Section 13.8 apply, unless the transferee agrees to be bound by the terms set forth in this Section 13.8 pursuant to a written agreement reasonably approved by Buyer.

13.8.4. Seller shall indemnify and hold Buyer harmless from all benefits lost and other damages sustained by Buyer as a result of any breach of the covenants contained within this Section 13.8.

13.9. Transmission Costs Termination Right.

13.9.1. Subject to Section 13.9.2, Buyer has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given to Seller, on or before the date that is sixty (60) days after Seller provides to Buyer the results of any Interconnection Study or the interconnection agreement tendered to Seller by the CAISO or the Transmission/Distribution Owner if:

13.9.1.1. Such study or agreement as of the date of the termination Notice estimates, includes, indicates, specifies or reflects that the maximum total cost of transmission upgrades or new transmission facilities to any Transmission/Distribution Owner, including costs reimbursed by any Transmission/Distribution Owner to Seller ("Aggregate Network Upgrade Costs"), may in the aggregate exceed Three Hundred Thousand dollars ($300,000.00) ("Network Upgrades Cap"), irrespective of any subsequent amendment of such study or agreement or any contingencies or assumptions upon which such study or agreement is based; or

13.9.1.2. Buyer must procure transmission service from any other Transmission/Distribution Owner to allow Buyer to Schedule Energy from the Facility and the cost of such transmission service is not reimbursed or paid by Seller.

13.9.2. Notwithstanding Section 13.9.1.1, Buyer shall have no right to terminate this Agreement under Section 13.9.1, if Seller (a) concurrently with its provision of the relevant Interconnection Study or interconnection agreement pursuant to Section 5.12.2, irrevocably agrees, as applicable, to pay to Buyer for (i) the amount which Aggregate Network Upgrade Costs exceed the Network Upgrades Cap ("Excess Network Upgrade Costs"), such payment to be made, at Buyer's election, either directly to the Transmission/Distribution Owner on behalf of Seller or to Buyer for transfer to the Transmission/Distribution Owner at the time due, and (ii) any costs for transmission services specified in Section 13.9.1.2, and (b) enters into an interconnection agreement agreed to by PG&E that contains language requiring Seller to pay, without reimbursement from Buyer or any other Transmission/Distribution Owner, all Excess Network Upgrade Costs; provided that Buyer shall have a separate right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given to Seller, on or before the date that is ninety (90) days after FERC, CAISO, or any Transmission/Distribution Owner, as applicable, rejects Seller's interconnection agreement, in whole or in part, or modifies Seller's interconnection agreement, in any such case, in a manner that would make Seller unable to comply with the terms of Section 13.9.2(b). If Seller elects to pay, without reimbursement, for any Excess Network Upgrade Costs pursuant to this Section 13.9.2, in no event shall Seller have any interest in or rights or title to any Network Upgrades or Congestion Revenue Rights (as defined in the CAISO Tariff) in connection with the development of the Facility or the delivery of Product to Buyer pursuant to this Agreement.

13.10. Permit Termination Right. Either Party has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given, if Seller has not obtained permits necessary for the construction and operation of the Project within twenty-two (22) months after the Execution Date ***[For Category 3 Projects that do not have an Active Interconnection Study prior to the Execution Date*:** Interconnection Study Completion Date***]*** and a Notice of termination is given on or before the end of the twenty-third (23rd) month after the Execution Date ***[For Category 3 Projects that do not have an Active Interconnection Study prior to the Execution Date*:** Interconnection Study Completion Date***]***; provided that prior to any termination by Seller under this Section 13.10, Seller must have taken all commercially reasonable actions (including but not limited to Seller's timely filing of required documents and payment of all applicable fees) to obtain such permits.

14. SCHEDULING COORDINATOR; FORECASTING PENALTIES; CAISO CHARGES; GOVERNMENTAL CHARGES

14.1. Scheduling Coordinator. Buyer shall be Seller's designated Scheduling Coordinator (as defined by CAISO Tariff). Seller shall comply with all forecasting and outage notification requirements in Appendix D. Buyer shall be responsible for all costs and charges assessed by the CAISO with respect to Scheduling and imbalances except as provided in Sections 5.8.2, 14.2 and 14.3. Throughout the Delivery Term, Buyer shall be entitled to all CAISO revenues and credits associated with the Project.

14.2. Forecasting Penalties and CAISO Penalties. Seller is liable for Forecasting Penalties and CAISO Penalties under the following circumstances:

14.2.1. Determining Seller's Liability for Forecasting Penalties. If in any hour of any month in the Delivery Term Seller fails to comply with the requirements in Appendix D of this Agreement with respect to Seller's Expected Generation Output forecasting, and the sum of Energy Deviations for each of the Settlement Intervals in that hour exceed the Performance Tolerance Band described in Section 14.2.2, then Seller is liable for a forecasting penalty ("Forecasting Penalty") equal to one hundred fifty percent (150%) of the Contract Price for each MWh of electric Energy Deviation, or any portion thereof, in that hour. Notwithstanding the foregoing sentence, the Seller shall not be liable for the Forecasting Penalty during Contract Year 1.

14.2.2. Performance Tolerance Band. The "Performance Tolerance Band," in MWh, is equal to: (a) three percent (3%) times; (b) Contract Capacity times; (c) one (1) hour.

14.2.3. Seller's Liability for CAISO Penalties. Seller shall assume all liability and reimburse Buyer for any and all CAISO Penalties incurred by Buyer because of Seller's failure to adhere to its obligations under the CAISO Tariff or any CAISO directive or to perform any covenant or obligation set forth in this Agreement.

14.2.4. Availability Charges. If the Facility is subject to the terms of the Availability Standards, Non-Availability Charges, and Availability Incentive Payments as contemplated under Section 40.9 of the CAISO Tariff, any Availability Incentive Payments will be for the benefit of Seller and for Seller's account and any Non-Availability Charges will be the responsibility of Seller and for Seller's account.

14.2.5. Governmental Charges. Seller shall pay or cause to be paid all taxes imposed by any Governmental Authority ("Governmental Charges") on or with respect to the Product or the Transaction arising at the Delivery Point, including, but not limited to, ad valorem taxes and other taxes attributable to the Project, land, land rights or interests in land for the Project. Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the Product or the Transaction from the Delivery Point. In the event Seller is required by Law or regulation to remit or pay Governmental Charges which are Buyer's responsibility hereunder, Buyer shall reimburse Seller for such Governmental Charges within thirty (30) days of Notice by Seller. If Buyer is required by Law or regulation to remit or pay Governmental Charges which are Seller's responsibility hereunder, Buyer may deduct such amounts from payments to Seller with respect to payments under the Agreement; if Buyer elects not to deduct such amounts from Seller's payments, Seller shall reimburse Buyer for such amounts within thirty (30) days of Notice from Buyer. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the Law. A Party that is exempt at any time and for any reason from one or more Governmental Charges bears the risk that such exemption shall be lost or the benefit of

such exemption reduced; and thus, in the event a Party's exemption is lost or reduced, each Party's responsibility with respect to such Governmental Charge shall be in accordance with the first four sentences of this Section.

15. RELEASE OF INFORMATION AND RECORDING CONVERSATION

15.1. Release of Information. Seller authorizes Buyer to release to the FERC, CEC, the CPUC and/or other Governmental Authority information regarding the Facility, including the Seller's name and location, and the size, location and operational characteristics of the Facility, the Term, the ERR type, the Commercial Operation Date, greenhouse gas emissions data and the net power rating of the Facility, as requested from time to time pursuant to the CEC's, CPUC's or applicable Governmental Authority's rules and regulations.

15.2. Recording. Unless a Party expressly objects to a recording at the beginning of a telephone conversation, each Party consents to the creation of a tape or electronic recording of all telephone conversations between Buyer's employees or representatives performing a Scheduling Coordinator function as provided in Section 14.1 and any representative of Seller. The Parties agree that any such recordings will be retained in confidence, secured from improper access, and may be submitted in evidence in any proceeding or action relating to this Agreement. Each Party waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording and to obtain any necessary consent of such officers and employees.

16. ASSIGNMENT

16.1. General Assignment. Except as provided in Sections 16.2 and 16.3, neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld so long as among other things (a) the assignee assumes the transferring Party's payment and performance obligations under this Agreement, (b) the assignee agrees in writing to be bound by the terms and conditions hereof, (c) the transferring Party delivers evidence satisfactory to the non-transferring Party of the proposed assignee's technical and financial capability to meet or exceed such characteristics in the assigning Party's obligations hereunder and (d) the transferring Party delivers such tax and enforceability assurance as the other Party may reasonably request. Notwithstanding the foregoing and except as provided in Section 16.2, consent shall not be required for an assignment of this Agreement where the assigning Party remains subject to liability or obligation under this Agreement; provided that (i) the assignee assumes the assigning Party's payment and performance obligations under this Agreement, (ii) the assignee agrees in writing to be bound by the terms and conditions hereof, and (iii) the assigning Party provides the other Party with at least thirty (30) days' prior written Notice of the assignment. Appendix H is the General Consent to Assignment form that shall be used for this Section 16.1.

16.2. Assignment to Financing Providers. Seller shall be permitted to assign this Agreement as collateral for any financing or refinancing of the Project (including any tax equity or lease financing) with the prior written consent of the Buyer, which consent shall not be unreasonably withheld or delayed. The Parties agree that, the consent provided to Buyer in accordance with this Section 16.2 shall be in a form substantially similar to the Form of Financing Consent attached hereto as Appendix I; provided that (a) Buyer shall not be required to consent to any additional terms or conditions beyond those contained in Appendix I, including extension of any cure periods or additional remedies for financing providers, and (b) Seller shall be responsible at Buyer's request for Buyer's reasonable costs and attorneys' fees associated with the review, negotiation, execution and delivery of documents in connection with such assignment.

16.3. Notice of Change in Control. Except in connection with public market transactions of the equity interests or capital stock of Seller or Seller's Affiliates, Seller shall provide Buyer notice of any direct change of control of Seller (whether voluntary or by operation of Law).

17. GOVERNING LAW

This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement. *[Standard term and condition that "may not be modified" pursuant to prior Commission decisions, including Decision 07-11-025, Decision 08-08-028 and Decision 10-03-021, as modified by Decision 11-01-025]*

18. DISPUTE RESOLUTION

18.1. Intent of the Parties. The sole procedure to resolve any claim arising out of or relating to this Agreement is the dispute resolution procedure set forth in this Section 18, except that either Party may seek an injunction in Superior Court in [utility specific location], California if such action is necessary to prevent irreparable harm, in which case both Parties nonetheless will continue to pursue resolution of all other aspects of the dispute by means of this procedure.

18.2. Management Negotiations.

18.2.1. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations between each Party's authorized representative, or such other person designated in writing as a representative of the Party (each a "Manager"). Either Manager may request a meeting to, be held in person or telephonically, to initiate negotiations to be held within ten (10) Business Days of the other Party's receipt of such request, at a mutually agreed time and place.

18.2.2. All communication and writing exchanged between the Parties in connection with these negotiations shall be deemed confidential and shall be inadmissible as evidence such that it cannot be used or referred to in any subsequent judicial or arbitration process between the Parties, whether with respect to this dispute or any other.

18.2.3. If the matter is not resolved within forty-five (45) days of commencement of negotiations under Section 18.2.1, or if the Party receiving the written request to meet refuses or does not meet within the ten (10) Business Day period specified in Section 18.2.1, either Party may initiate arbitration of the controversy or claim according to the terms of Section 18.3.

18.3. Arbitration Initiation. If the dispute cannot be resolved by negotiation as set forth in Section 18.2 above, then the Parties shall resolve such controversy through arbitration ("Arbitration"). The Arbitration shall be adjudicated by one retired judge or justice from the JAMS panel. The Arbitration shall take place in [utility specific location], California, and shall be administered by and in accordance with JAMS' Commercial Arbitration Rules. If the Parties cannot mutually agree on the arbitrator who will adjudicate the dispute, then JAMS shall provide the Parties with an arbitrator pursuant to its then-applicable Commercial Arbitration Rules. The arbitrator shall have no affiliation with, financial or other interest in, or prior employment with either Party and shall be knowledgeable in the field of the dispute. Either Party may initiate Arbitration by filing with the JAMS a notice of intent to arbitrate at any time following the unsuccessful conclusion of the management negotiations provided for in Section 18.2.

18.4. Arbitration Process. The arbitrator shall have the discretion to order depositions of witnesses to the extent the arbitrator deems such discovery relevant and appropriate. Depositions shall be limited to a maximum of three (3) per Party and shall be held within thirty (30) days of the making of a request for depositions. Additional depositions may be scheduled only with the permission of the arbitrator, and for good cause shown. Each deposition shall be limited to a maximum of six (6) hours duration unless otherwise permitted by the arbitrator for good cause shown. All objections are reserved for the Arbitration hearing except for objections based on privilege and proprietary and confidential information. The arbitrator shall also have discretion to order the Parties to exchange relevant documents. The arbitrator shall also have discretion to order the Parties to answer interrogatories, upon good cause shown.

18.4.1. Each of the Parties shall submit to the arbitrator, in accordance with a schedule set by the arbitrator, offers in the form of the award it considers the arbitrator should make. If the arbitrator requires the Parties to submit more than one such offer, the arbitrator shall designate a deadline by which time the Parties shall submit their last and best offer. In such proceedings the arbitrator shall be limited to awarding only one of the two “last and best” offers submitted, and shall not determine an alternative or compromise remedy.

18.4.2. The arbitrator shall have no authority to award punitive or exemplary damages or any other damages other than direct and actual damages and the other remedies contemplated by this Agreement.

18.4.3. The arbitrator’s award shall be made within nine (9) months of the notice of intention to arbitrate and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the Parties or by the arbitrator, if necessary. At the conclusion of the Arbitration, the arbitrator shall prepare in writing and provide to each Party a decision setting forth factual findings, legal analysis, and the reasons on which the arbitrator’s decision is based.

18.4.4. The arbitrator shall not have the power to commit errors of law or fact, or to commit any abuse of discretion, that would constitute reversible error had the decision been rendered by a California superior court. The arbitrator’s decision may be vacated or corrected on appeal to a California court of competent jurisdiction for such error.

18.4.5. The California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator. The Parties are aware of the decision in Advanced Micro Devices, Inc. v. Intel Corp., 9 Cal. 4th 362 (1994) and, except as modified by this Agreement, intend to limit the power of the arbitrator to that of a Superior Court judge enforcing California Law.

18.4.6. The prevailing Party in this dispute resolution process is entitled to recover its costs and reasonable attorneys’ fees.

18.4.7. The arbitrator shall have the authority to grant dispositive motions prior to the commencement of or following the completion of discovery if the arbitrator concludes that there is no material issue of fact pending before him or her.

18.4.8. Unless otherwise agreed to by the Parties, all proceedings before the arbitrator shall be reported and transcribed by a certified court reporter, with each Party bearing one-half of the court reporter’s fees.

18.4.9. Except as may be required by Law, neither a Party nor an arbitrator may disclose the existence, content, or results of any Arbitration hereunder without the prior written consent of both Parties.

19. MISCELLANEOUS

19.1. Severability. If any provision in this Agreement is determined to be invalid, void or unenforceable by the CPUC or any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

19.2. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart. Each Party delivering an executed counterpart of this Agreement by facsimile or PDF transmission may also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

19.3. General. This Agreement has been approved by the CPUC and modification of the terms and conditions of this Agreement, other than administrative amendments that do not impact the CPUC approved standard terms and conditions of this Agreement, will result in the need to obtain additional CPUC approval of the amended Agreement. In addition to the foregoing, no amendment to or modification of this Agreement shall be enforceable unless reduced to writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party other than a permitted successor or assignee bound to this Agreement. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. The term “including” when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.

19.4. Interpretation. Whenever this Agreement specifically refers to any Law, tariff, Governmental Authority, regional reliability council, Transmission/Distribution Owner, or credit rating agency, the Parties hereby agree that the references also refers to any successor to such Law, tariff or organization.

19.5. Construction. The Parties acknowledge and agree that this Agreement has been approved by the CPUC and that the Agreement will not be construed against any Party as a result of the preparation, substitution, or other event of negotiation, drafting or execution thereof.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

	PACIFIC GAS AND ELECTRIC COMPANY
(Seller)	(Buyer)
(Signature)	(Signature)

(Type/Print Name)	(Type/Print Name)
(Title)	(Title)
(Date)	(Date)

APPENDIX A – DEFINITIONS

"Accepted Compliance Costs" has the meaning set forth in Section 3.6.3.

"Active Interconnection Study" has the meaning set forth in Section 4.6(a) of the BioMAT Tariff.

"Affiliate" means, with respect to a Party, any entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with that Party.

"Aggregate Network Upgrade Costs" has the meaning set forth in Section 13.9.1.1.

"Agreement" means this Power Purchase Agreement between Buyer and Seller, including the Cover Sheet and all appendices, schedules and exhibits attached hereto. For purposes of Section 17, the word "agreement" shall have the meaning set forth in this definition. For purposes of Section 3.3.9, the word "contract" shall have the meaning set forth in this definition.

"Annual Fuel Attestation" means the yearly attestation of the Project's compliance with the Fuel Resource Requirements for the applicable Contract Year in the form of Appendix L. ***[For all Projects except Projects with a High Hazard Fuel Requirement]***

"Annual Fuel Attestation" has the meaning set forth in Section 4.4.3. ***[For all Projects with a High Hazard Fuel Requirement]***

"Annual Fuel Attestation Deadline" has the meaning set forth in Section 4.4.3. ***[For all Projects except Projects with a High Hazard Fuel Requirement]***

"Annual High Hazard Fuel Attestation Deadline" has the meaning set forth in Section 4.4.3. ***[For all Projects with a High Hazard Fuel Requirement]***

"Annual Fuel Attestation Due Date" has the meaning set forth in Section 4.4.3. ***[For all Projects except Projects with a High Hazard Fuel Requirement]***

"Annual Low-voltage Side Metering Attestation" has the meaning set forth in Section 5.2.1.3. ***[For Projects utilizing Low-voltage Side Metering]***

"Annual Low-voltage Side Metering Attestation Deadline" has the meaning set forth in Section 5.2.1.3. ***[For Projects utilizing Low-voltage Side Metering]***

"Applicable Standards" means, collectively, the requirements in this Agreement, the CAISO Tariff and the CAISO Business Practice Manual for Metering that are applicable to the Project's CAISO revenue meter.

"Arbitration" has the meaning set forth in Section 18.3.

"Availability Standards" means the program set forth in Section 40.9 of the CAISO Tariff, as it may be amended, supplemented or replaced (in whole or in part) from time to time, setting forth certain standards regarding the desired level of availability for Resource Adequacy resources and possible charges and incentive payments for performance thereunder.

"Bankrupt" means with respect to any entity, such entity:

(a) Files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it;

(b) Makes an assignment or any general arrangement for the benefit of creditors;

(c) Otherwise becomes bankrupt or insolvent (however evidenced);

(d) Has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to such entity or any substantial portion of its property or assets; or

(e) Is generally unable to pay its debts as they fall due.

"Biogas" includes digester gas, landfill gas, and any gas derived from a feedstock eligible under the Eligibility Guidebook.

"BioMAT Program" means Buyer's bioenergy market adjusting tariff program described in Buyer's Schedule BioMAT, implemented by Buyer in accordance with CPUC Decisions 14-12-081 and 15-09-004.

"BioMAT Tariff" means Buyer's Schedule BioMAT implemented by Buyer in accordance with CPUC Decisions 14-12-081, 15-09-004, and 16-10-025.

"Biomethane" means landfill gas or digester gas, consistent with California Public Resources Code Section 25741 and California Public Utilities Code Section 399.12.6, subdivision (g).

"Bone Dry Ton" or "BDT" means a unit of weight equal to 2,000 pounds of woody material at zero percent (0%) moisture content.

"Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving during the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party's principal place of business where the relevant Party in each instance shall be the Party from whom the notice, payment or delivery is being sent.

"Business Practice Manual for Metering" means the CAISO Business Practice Manual for Metering, Version 19, as amended from time to time.

"Buyer" has the meaning set forth in the Cover Sheet.

"Buyer's WREGIS Account" has the meaning set forth in Section 3.3.1. ***[For Facilities (1) 0.5 MW or greater and (2) eligible for a CAISO revenue meter.]***

"CAISO" means the California Independent System Operator Corporation or any successor entity performing similar functions.

"CAISO Grid" means the system of transmission lines and associated facilities that have been placed under the CAISO's operational control.

"CAISO Penalties" means any fees, liabilities, assessments, or similar charges assessed by the CAISO for (a) violation of the CAISO Tariff and all applicable protocols, WECC rules or CAISO operating instructions or orders or (b) as a result of Seller's failure to follow Prudent Electrical Practices. "CAISO Penalties" do not include the costs and charges related to Scheduling and imbalances as addressed in Section 14.1 of this Agreement.

"CAISO Tariff" means the CAISO FERC Electric Tariff, Fifth Replacement Volume No. 1, as amended from time to time.

"California Renewables Portfolio Standard" means the renewable energy program and policies codified in California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions may be amended or supplemented from time to time.

"Calendar Quarter" refers to one of the following time periods, as applicable: January 1 through March 31; April 1 through June 30; July 1 through September 30; or October 1 through December 31. ***[For all Projects with a High Hazard Fuel Requirement]***

"Calendar Year" means the time period January 1 through December 31 for the applicable year.

"Capacity Attributes" means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific as to the location or any other attribute of the Project, intended to value any aspect of the capacity of the Project to produce Energy or ancillary services, including, but not limited to, any accounting construct so that the full Contract Capacity of the Project may be counted toward a Resource Adequacy Requirement or any other measure by the CPUC, the CAISO, the FERC, or any other entity invested with the authority under federal or state Law, to require Buyer to procure, or to procure at Buyer's expense, Resource Adequacy or other such products.

"Category 1" has the meaning set forth in Section 14 of the BioMAT Tariff.

"Category 2 (Dairy)" has the meaning set forth in Section 14 of the BioMAT Tariff.

"Category 2 (Other Agriculture)" has the meaning set forth in Section 14 of the BioMAT Tariff.

"Category 3" has the meaning set forth in Section 14 of the BioMAT Tariff.

"CCP Communications" has the meaning set forth in Section 4.4.6. ***[For Projects utilizing Eligible Directed Biogas]***

"CEC" means the California Energy Commission or its successor agency.

"CEC Certification" means certification by the CEC that the Facility is an ERR and that all Energy produced by the Facility qualifies as generation from an ERR.

"CEC Common Carrier Pipeline Report" shall mean the Annual Facility Report filed each year by a certified facility using Common Carrier Pipeline Biomethane during the previous calendar year, as described in Chapter 6 of the Eligibility Guidebook. ***[For Projects utilizing Eligible Directed Biogas]***

"CEC Pre Certification" means provisional certification of the proposed Facility as an ERR by the CEC upon submission by a facility of a complete CEC-RPS-1B application and required supplemental information.

"CEC Verification" means verification by the CEC based on ongoing reporting by Seller that the Facility is an ERR and that all Energy produced by the Facility qualifies as generation from an ERR.

"Check Meter" means the Buyer revenue-quality meter section(s) or meter(s), which Buyer may require at its discretion, and which will include those devices normally supplied by Buyer or Seller under the applicable utility electric service requirements.

"Claiming Party" has the meaning set forth in Section 10.2.

"Collateral Requirement" has the meaning set forth in Section 12.1.

"Commercial Operation" means the Facility is operating and able to produce and deliver the Product to Buyer pursuant to the terms of this Agreement.

"Commercial Operation Date" means the date on which the Facility achieves Commercial Operation pursuant to the terms of this Agreement.

"Common Carrier Pipeline" means a gas conveyance pipeline that is owned or operated by a utility or gas corporation, excluding a dedicated pipeline, and which meets the applicable standards set forth in the Eligibility Guidebook and BioMAT Program. ***[For Projects utilizing Eligible Directed Biogas]***

"Compliance Action" has the meaning set forth in Section 3.6.1.

"Compliance Expenditure Cap" has the meaning set forth in Section 3.6.

"Contract Capacity" means the lesser of: (a) ***[***the of Nameplate Capacity ***[For all Facilities except those with a Nameplate Capacity greater than three megawatts] [***that portion of the Nameplate Capacity which is specified as the Contract Capacity in the Cover Sheet***] [Only for Facilities with a Nameplate Capacity greater than three megawatts]*** and (b) the Demonstrated Contract Capacity.

"Contract Price" has the meaning set forth in Section 2.6.

"Contract Quantity" has the meaning set forth in Section 2.2.

"Contract Quarter" means a period of three (3) consecutive months with the first Contract Quarter commencing on the Commercial Operation Date and each subsequent Contract Quarter commencing on the date that is every three months thereafter. ***[For Category 3 Projects utilizing High Hazard Fuel except Projects with a High Hazard Fuel Requirement]***

"Contract Year" means a period of twelve (12) consecutive months with the first Contract Year commencing on the Commercial Operation Date and each subsequent Contract Year commencing on the anniversary of the Commercial Operation Date.

"Costs" means (a) brokerage fees, commissions and other similar third-party transaction costs and expenses reasonably incurred either in terminating any arrangement pursuant to which it has hedged its obligations or in entering into new arrangements which replace the Transaction; and (b) all reasonable attorneys' fees and expenses incurred in connection with the termination of the Transaction.

"Cover Sheet" means the cover sheet to this Agreement.

"CPUC" means the California Public Utilities Commission, or successor entity.

"Credit Rating" means, with respect to any entity, (a) the rating then assigned to such entity's unsecured senior long-term debt obligations (not supported by third party credit enhancements), or (b) if such entity does not have a rating for its unsecured senior long-term debt obligations, then the rating assigned to such entity as an issuer rating by S&P and/or Moody's. If the entity is rated by both S&P and Moody's and such ratings are not equivalent, the lower of the two ratings shall determine the Credit Rating. If the entity is rated by either S&P or Moody's, but not both, then the available rating shall determine the Credit Rating.

"Cure" has the meaning set forth in Section 12.6.

"Curtailment Order" means any instruction from Buyer to Seller to reduce the delivery of Energy from the Facility for any reason other than as set forth in Sections 5.8.1(a) or (b).

"Daily Delay Liquidated Damages" has the meaning set forth in Section 1.1.2.4.

"Day-Ahead" has the meaning set forth in the CAISO Tariff.

"Deficient Month" has the meaning set forth in Section 3.3.5. ***[For Facilities (1) 0.5 MW or greater and (2) eligible for a CAISO revenue meter.]***

"Delay" has the meaning set forth in Section 1.2.1.

"Deliverability Upgrades" means all Network Upgrades necessary for the Facility to receive Full Capacity Deliverability Status.

"Delivered Energy" means all Energy produced from the Project, expressed in MWh, as recorded by the meter specified in Section 5.2.1 or the Check Meter, as applicable.

"Delivery Point" means the point of interconnection to the CAISO Grid and, for payment purposes, the corresponding PNode.

"Delivery Term" has the meaning set forth in Section 2.5.

"Delivery Term Contract Quantity Schedule" has the meaning set forth in the Cover Sheet.

"Demonstrated Contract Capacity" means the Facility's total rated electric alternating current energy generating capacity which will equal the sum of the metered amounts for the Demonstration Hour, as determined in accordance with Appendix J.

"Demonstrated Nameplate Capacity" means the Facility's total rated electric alternating current generating capacity, which will equal the lesser of (a) the sum of the manufacturer's nameplate rating of all installed generators (kW), and (b) the sum of the manufacturer's nameplate power rating of all installed primer movers (kW), as determined in accordance with Appendix J. ***[For Facilities with a Nameplate Capacity greater than three megawatts]***

"Demonstrated Date" has the meaning set forth in Appendix J. ***[For Facilities with a Nameplate Capacity greater than three megawatts]***

"Demonstration Hour" has the meaning set forth in Appendix J

"Distribution Line" has the meaning set forth in Section 14 of the BioMAT Tariff.

"Distribution Upgrades" has the meaning set forth in the CAISO Tariff.

"Early Termination Date" has the meaning set forth in Section 13.3.

"Electric System Upgrades" means any Network Upgrades, Distribution Upgrades, Deliverability Upgrades, or Interconnection Facilities that are determined to be necessary by the CAISO or Transmission/Distribution Owner, as applicable, to physically and electrically interconnect the Project to the Transmission/Distribution Owner's electric system for receipt of Energy at the Point of Interconnection

(as defined in the CAISO Tariff) if connecting to the CAISO Grid, or the Interconnection Point, if the Transmission/Distribution Owner's electric system is not part of the CAISO Grid.

"Eligible Directed Biogas" shall mean Common Carrier Pipeline Biomethane that (a) meets the applicable requirements established in the Eligibility Guidebook; (b) is from a fuel stock that is an eligible Fuel Resource Category within the BioMAT program; and (c) meets the following conditions: (i) a corresponding amount of eligible fuel delivered through the Common Carrier Pipeline is nominated to the Facility, (ii) the eligible fuel that is nominated and delivered to the Facility has been injected into the Common Carrier Pipeline within the same calendar year, (iii) such eligible fuel has not been resold or double-sold by Seller or any of Seller's direct or indirect suppliers, and (iv) any renewable and environmental attributes associated with such eligible fuel have not been sold to a person other than Seller and have not been used by Seller or any other person to satisfy any obligation other than the Project's compliance with this Agreement. ***[For Projects utilizing Eligible Directed Biogas.]***

"Eligible Renewable Energy Resource" or "ERR" has the meaning set forth in Public Utilities Code Sections 399.12 and California Public Resources Code Section 25741, as either code provision may be amended or supplemented from time to time.

"Eligibility Guidebook" means the CEC's Renewables Portfolio Standard – Eligibility Guidebook (Seventh Edition, California Energy Commission, Efficiency and Renewable Energy Division, Publication Number: CEC-300-2013-005-EDF-CMF-REV), as amended from time to time, or its successor publication.

"Emergency" means (a) an actual or imminent condition or situation which jeopardizes the integrity of the electric system or the integrity of any other systems to which the electric system is connected or any condition so defined and declared by the CAISO; or (b) an emergency condition as defined under an interconnection agreement and any abnormal interconnection or system condition that requires automatic or immediate manual action to prevent or limit loss of load or generation supply, that could adversely affect the reliability of the electric system or generation supply, that could adversely affect the reliability of any interconnected system, or that could otherwise pose a threat to public safety.

"Energy" means three-phase, 60-cycle alternating current electric energy measured in MWh, net of Station Use and, in the case of Excess Sales arrangements, any Site Host Load.

"Energy Deviation(s)" means the absolute value of the difference, in MWh, in any Settlement Interval between (a) the final accepted Bid (as defined in the CAISO Tariff) submitted for the Project for the hour of the Settlement Interval divided by the number of Settlement Intervals in the hour; and (b) Delivered Energy for the Settlement Interval.

"Engineer Report" has the meaning set forth in Appendix J.

"Event of Default" has the meaning set forth in Section 13.2.

"Excess Network Upgrade Costs" has the meaning set forth in Section 13.9.2.

"Excess Sale" means the type of transaction described in Section 2.3.2.

"Execution Date" means the latest signature date found at the end of the Agreement.

"Existing PG&E Transmission Line" has the meaning set forth in Section 14 of the BioMAT Tariff.

"Expected Generation Output" means the amount of power output from the Facility, expressed in megawatts, that is expected to generate Product in a given time period.

"Facility" has the meaning set forth in the Preamble. The terms "Facility" or "Project" as used in this Agreement are interchangeable.

"FERC" means the Federal Energy Regulatory Commission or any successor government agency.

"Forced Outage" means any unplanned reduction or suspension of the electrical output from the Facility resulting in the unavailability of the Facility, in whole or in part, in response to a mechanical, electrical, or hydraulic control system trip or operator-initiated trip in response to an alarm or equipment malfunction and any other unavailability of the Facility for operation, in whole or in part, for maintenance or repair that is not a scheduled maintenance outage and not the result of Force Majeure.

"Force Majeure" means any occurrence that was not anticipated as of the Execution Date that:

(a) In whole or in part:

(i) Delays a Party's performance under this Agreement;

(ii) Causes a Party to be unable to perform its obligations; or

(iii) Prevents a Party from complying with or satisfying the conditions of this Agreement;

(b) Is not within the control of that Party; and

(c) The Party has been unable to overcome by the exercise of due diligence, including an act of God, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, sabotage, strike or labor dispute

Force Majeure does not include:

(d) Seller's inability to obtain sufficient fuel, power or materials to operate the Project, except if Seller's inability to obtain sufficient fuel, power or materials is caused solely by an event of Force Majeure of the specific type described in (a) through (c) above

(e) Reductions in generation from the Facility resulting from ordinary wear and tear, deferred maintenance or operator error;

(f) Any delay in providing, or cancellation of, interconnection service by a Transmission/Distribution Owner or the CAISO, except to the extent such delay or cancellation is the result of a force majeure claimed by the Transmission/Distribution Owner or the CAISO.

(g) ***[***Any invalidation of, or change to, the CAISO approval for Low-voltage Side Metering or failure to comply with the CAISO Tariff due to the Low-voltage Side Metering.***] [For Projects utilizing Low-voltage Side Metering]***

"Force Majeure Delay" has the meaning set forth in Section 1.1.2.3

"Forecasting Penalty" has the meaning set forth in Section 14.2.1.

"Fuel Attestation" has the meaning set forth in Section 4.4.3.

"Fuel Performance Measurement Period" has the meaning set forth in Appendix M.

"Fuel Resource Category" means any of Category 1, Category 2 (Dairy), Category 2 (Other Agriculture) or Category 3 fuel resources as defined in the BioMAT Tariff.

"Fuel Resource Cure Period" has the meaning set forth in Appendix M.

"Fuel Resource Failure" has the meaning set forth in 13.2.2.14.

"Fuel Resource Requirements" has the meaning set forth in Section 4.4.2.

"Fuel Use" has the meaning set forth in Section 4.4.1.

"Fuel Use Default Payment" has the meaning set forth in Section 13.5.1.1

"Full Buy/Sell" is the type of transaction described in Section 2.3.1.

"Full Capacity Deliverability Status" has the meaning set forth in the CAISO Tariff.

"Full Capacity Option Notice" has the meaning set forth in Section 3.4.3.

"Gains" means with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of the Transaction, determined in a commercially reasonable manner, subject to Section 13.5. Factors used in determining economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties, including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, market price referent, market prices for a comparable transaction, forward price curves based on economic analysis of the relevant markets, settlement prices for a comp arable transaction at liquid trading platforms (e.g., NYMEX), all of which should be calculated for the remaining Delivery Term to determine the value of the Product.

"GEP Damages" has the meaning set forth in Appendix F.

"GEP Failure" means Seller's failure to produce Delivered Energy in an amount equal to or greater than the Guaranteed Energy Production amount for the applicable Performance Measurement Period.

"Governmental Authority" means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question.

"Governmental Charges" has the meaning set forth in Section 14.4.

"Guaranteed Commercial Operation Date" has the meaning set forth in Section 1.1.2.

"Guaranteed Energy Production" or "GEP" has the meaning set forth in Section 11.1.

"High Hazard Fuel Requirement" has the meaning set forth in Section 4.4.2. ***[For all Projects with a High Hazard Fuel Requirement]***

"High Hazard Fuel Use" means High Hazard Fuel that is delivered to the Project for Fuel Use. ***[For all Projects with a High Hazard Fuel Requirement]***

"High Hazard Fuel" has the meaning set forth in Section 14 of the BioMAT Tariff.

"IFM" has the meaning set forth in the CAISO Tariff.

"High-voltage Side Metering" has the meaning set forth in Section 5.2.1.

"Interconnection Facilities" has the meaning set forth in the tariff applicable to the Seller's interconnection agreement.

"Interconnection Point" means the location where the Facility first interconnects with the existing electrical system via Distribution Line or Existing PG&E Transmission Line as identified in the Cover Sheet.

"Interconnection Study" means any of the studies defined in the CAISO Tariff or any Transmission/Distribution Owner's tariff that reflect methodology and costs to interconnect the Facility to the Transmission/Distribution Owner's electric grid, by which either CAISO or the Transmission/Distribution Owner evaluates the impacts of a proposed interconnection to the electric grid, and assigns mitigations to offset the identified impacts. Types of study processes include the PG&E System Impact Study in the Independent Study Process, a completed PG&E Distribution Group Study Phase 1 Interconnection Study in the Distribution Group Study Process, a completed PG&E Phase 1 Study in the Cluster Study Process or a completed CAISO Cluster Study, Independent Study or Fast Track Study, or make use of an existing interconnection agreement to the extent permitted by PG&E's or CAISO's tariff.

"Interconnection Study Completion Date" means the date Seller receives an Active Interconnection Study, which shall be the date Seller receives a tendered interconnection agreement from Transmission/Distribution Owner. ***[For Category 3 Projects that do not have an Active Interconnection Study prior to the Execution Date]***

"Interest Rate" means the rate per annum equal to the "Monthly" Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519, or its successor publication.

"Interim Deliverability Status" has the meaning set forth in the CAISO Tariff.

"JAMS" means JAMS, Inc. or its successor entity, a judicial arbitration and mediation service.

"kW" means kilowatt.

"kWh" means kilowatt-hour.

"Law" means any statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Execution Date, and which becomes effective during the Delivery Term; or any binding interpretation of the foregoing.

"Letter(s) of Credit" means an irrevocable, non-transferable standby letter of credit issued either by (a) a U.S. commercial bank, or (b) a U.S. branch of a foreign commercial bank, acceptable to Buyer, with either such bank having a Credit Rating of at least: (i) an A- from S&P with a stable designation and an A3 from Moody's with a stable designation, if such bank is rated by both S&P and Moody's; or (ii) an A- from S&P with a stable designation or an A3 from Moody's with a stable designation, if such bank is

rated by either S&P or Moody's, but not both, even if such bank was rated by both S&P and Moody's as of the date of issuance of the Letter of Credit but ceases to be rated by either, but not both of those ratings agencies. The Letter of Credit must be substantially in the form as contained in Appendix G to this Agreement; provided that if the Letter of Credit is issued by a branch of a foreign bank, Buyer may require changes to such form.

"Licensed Professional Engineer" means a person acceptable to Buyer in its reasonable judgment who (a) is licensed to practice engineering in California, (b) has training and experience in the power industry specific to the technology of the Project, (c) has no economic relationship, association, or nexus with Seller or Buyer, other than to meet the obligations of Seller pursuant to this Agreement, (d) is not a representative of a consultant, engineer, contractor, designer or other individual involved in the development of the Project or of a manufacturer or supplier of any equipment installed at the Project, and (e) is licensed in an appropriate engineering discipline for the required certification being made.

"Losses" means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from the termination of the Transaction, determined in a commercially reasonable manner, subject to Section 13.5. Factors used in determining the loss of economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, market price referent, market prices for a comparable transaction, forward price curves based on economic analysis of the relevant markets, settlement prices for a comparable transaction at liquid trading platforms (e.g. NYMEX), all of which should be calculated for the remaining term of the Transaction to determine the value of the Product.

"Low-voltage Side Metering" has the meaning set forth in Section 5.2.1.

"Manager" has the meaning set forth in Section 18.2.1.

"mmBTU" means one million British thermal units

"Meter Service Agreement" has the meaning set forth in the CAISO Tariff.

"Monthly Multi-Fuel Report Deadline" has the meaning set forth in Section 5.12. ***[For Projects utilizing Eligible Directed Biogas or For Projects using fuel for Station Use that is not from a Fuel Resource Category.]***

"Monthly Period" has the meaning set forth in Appendix C.

"Monthly TOD Payment" has the meaning set forth in Section 2.7.3.

"MW" means megawatt.

"Multi-Fuel Report" has the meaning set forth in Section 5.12. ***[For Projects utilizing Eligible Directed Biogas or For Projects using fuel for Station Use that is not from a Fuel Resource Category.]***

"MWh" means megawatt-hour.

"Nameplate Capacity" means the lesser of the total alternating current real power rating of the generator nameplate(s) (kW) and the nameplate power rating of the prime movers (kW), as set forth in Section 2.1

"Negative LMP" means in any Settlement Interval, the locational marginal price, as defined in the CAISO Tariff, at the PNode associated with the Facility's Delivery Point that is less than zero dollars ($0). ***[Only for Facilities with a Nameplate Capacity greater than three megawatts]***

"Negative LMP Costs" has the meaning set forth in Section 2.6.2. ***[Only for Facilities with a Nameplate Capacity greater than three megawatts]***

"Network Upgrades" has the meaning set forth in the CAISO Tariff.

"Network Upgrades Cap" has the meaning set forth in Section 13.9.1.1.

"Notice," unless otherwise specified in the Agreement, means written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail).

"Paid Curtailed Product" has the meaning set forth in Section 5.8.3. The amount of "Paid Curtailed Product" shall be determined as set forth in Section 5.8.4.

"Partial Capacity Deliverability Status" has the meaning set forth in the CAISO Tariff.

"Participating Generator Agreement" has the meaning set forth in the CAISO Tariff.

"Party" means the Buyer or Seller individually, and "Parties" means both collectively. For purposes of Section 17 (Governing Law) the word "party" or "parties" shall have the meaning set forth in this definition.

"Payment Allocation Factors" shall initially mean the energy-only payment allocation factors set forth in Appendix C. Effective with respect to payments for periods beginning on or after the first day of the calendar month following receipt of a valid Full Capacity Option Notice, "Payment Allocation Factors" shall mean, with respect to such periods, the full capacity deliverability payment allocation factors set forth in Appendix C.

"Payment Limit" has the meaning set forth in Section 2.6.2.***[Only for Facilities with a Nameplate Capacity greater than three megawatts]***

"Performance Measurement Period" has the meaning set forth in Section 11.1.

"Performance Tolerance Band" shall be calculated as set forth in Section 14.2.2.

"Permitting Delay" has the meaning set forth in Section 1.1.2.1.

"Permitted Extensions" has the meaning set forth in Section 1.1.2.

"Planned Outage" means the removal of equipment from service availability for inspection and/or general overhaul of one or more major equipment groups. To qualify as a Planned Outage, the maintenance (a) must actually be conducted during the Planned Outage, and in Seller's sole discretion must be of the type that is necessary to reliably maintain the Project, (b) cannot be reasonably conducted during Project operations, and (c) causes the generation level of the Project to be reduced by at least ten percent (10%) of the Contract Capacity.

"PNode" has the meaning set forth in the CAISO Tariff.

"Product" means all electric energy produced by the Facility throughout the Delivery Term, net of Station Use, electrical losses from the Facility to the Delivery Point, and, in the case of Excess Sale arrangements, any Site Host Load; all Renewable Energy Credits; all Capacity Attributes, if any; and all Resource Adequacy Benefits, if any; generated by, associated with or attributable to the Facility throughout the Delivery Term.

"Program Participation Request" or "PPR" means that certain Program Participation Request submitted by Seller to Buyer as part of Seller's application to participate in the BioMAT Program.

"Project" has the meaning set forth in the Preamble. The terms "Facility" and "Project" as used in this Agreement are interchangeable.

"Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric energy generating facilities in the Western United States, similar to the Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety. Prudent Electrical Practices shall include, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with manufacturers' warranties, restrictions in this Agreement, and the requirements of Governmental Authorities, WECC standards, the CAISO and Laws. Prudent Electrical Practices also includes taking reasonable steps to ensure that:

(a) Equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Facility's needs;

(b) Sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Facility and Emergencies whether caused by events on or off the Site;

(c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Facility, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;

(d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;

(e) Equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or the Transmission/Distribution Owner's electric system or contrary to environmental laws, permits or regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and

(f) Equipment and components are designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generating facilities operating in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.

"PURPA" means the Public Utility Regulatory Policies Act of 1978, Public Law, 95 617, as amended from time to time.

"Qualifying Facility" means an electric energy generating facility that complies with the qualifying facility definition established by PURPA and any FERC rules as amended from time to time (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing PURPA and, to the extent required to obtain or maintain Qualifying Facility status, is self-certified as a Qualifying Facility or is certified as a Qualified Facility by the FERC.

"Quarterly Fuel Attestation" has the meaning set forth in Section 4.4.4. ***[For all Projects with a High Hazard Fuel Requirement]***

"Quarterly Fuel Attestation Deadline" has the meaning set forth in Section 4.4.4. ***[For all Projects with a High Hazard Fuel Requirement]***

"Quarterly High Hazard Fuel Attestation Deadline" has the meaning set forth in Section 4.4.4.***[For all Projects with a High Hazard Fuel Requirement]***

"Reduction for Nonuse of Fuel Resource Category Fuel" has the meaning set forth in Section 2.7.3. ***[For Projects utilizing Eligible Directed Biogas or For Projects using fuel for Station Use that is not from a Fuel Resource Category.]***

"Registered Professional Forester" means a professional forester registered as such through the State of California's Office of Professional Foresters Registration at the time of the Annual Fuel Attestation and the Verification of Fuel Source and Delivery submittal. ***[For all Projects with a High Hazard Fuel Requirement]***

"Renewable Energy Credit" has the meaning set forth in Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

"Resource Adequacy" means the procurement obligation of load serving entities, including Buyer, as such obligations are described in CPUC Decisions D.04-10-035 and D.05-10-042 and subsequent CPUC decisions addressing Resource Adequacy issues, as those obligations may be altered from time to time in the CPUC Resource Adequacy Rulemakings (R.) 04-04-003 and (R.) 05-12-013 or by any successor proceeding, and all other Resource Adequacy obligations established by any other entity, including the CAISO.

"Resource Adequacy Benefits" means the rights and privileges attached to the Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Facility.

"Resource Adequacy Requirements" has the meaning set forth in Section 3.4.1.

"Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-018, 10-06-036, 10-12-038, 11-06-022, 12-06-025, 13-06-024, 14-06-050 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such decisions, rulings, Laws, rules or regulations may be amended or modified from time-to-time during the Delivery Term.

"Restricted Period" has the meaning set forth in Section 13.8.1.

"Schedule," "Scheduled" or "Scheduling" means the action of Buyer in submitting bids to the CAISO and receiving all CAISO markets results from the CAISO; provided that a CAISO market result where the Facility is instructed to deliver zero (0) MWhs is not considered a "Schedule" for purposes of this Agreement.

"Scheduling Coordinator" or "SC" means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff, for the purposes of undertaking the functions specified in "Responsibilities of a Scheduling Coordinator" of the CAISO Tariff, as amended from time to time.

"Seller" has the meaning set forth in the Cover Sheet.

"Seller Excuse Hours" means those hours during which Seller is unable to schedule or deliver Energy to Buyer as a result of (a) a Force Majeure event, (b) Buyer's failure to perform, or (c) curtailment under Section 5.8.

"Seller's WREGIS Account" has the meaning set forth in Section 3.3.1. ***[For Facilities (1) 0.5 MW or greater and (2) eligible for a CAISO revenue meter.]***

"Settlement Amount" is the amount in U.S. dollars equal to the non-defaulting Party's aggregate Losses and Costs less any Gains determined as of the Early Termination Date.

"Settlement Interval" has the meaning set forth in the CAISO Tariff.

"Site" means the real property on which the Facility is, or will be, located, as further described in the Cover Sheet.

"Site Control" means the Seller: (a) owns the Site, (b) leases the Site, (c) is the holder of a right-of-way grant or similar instrument with respect to the Site, or (d) prior to the Commercial Operation Date, has the unilaterally exercisable contractual right to acquire or cause to be acquired on its behalf any of (a), (b), or (c).

"Site Host Load" means the electric energy produced by or associated with the Facility that serves electrical loads (that are not Station Use) of Seller or one or more third parties conducted pursuant to California Public Utilities Code Section 218(b).

"Station Use" means energy consumed within the Facility's electric energy distribution system as losses, as well as energy used to operate the Facility's auxiliary equipment. The auxiliary equipment may include, but is not limited to, forced and induced draft fans, cooling towers, boiler feeds pumps, lubricating oil systems, plant lighting, fuel handling systems, control systems, and sump pumps.

"Surplus Delivered Energy" has the meaning set forth in Section 2.6.2.

"Telemetering System" means a system of electronic components that (a) collects all required telemetry in accordance with the applicable interconnection tariff, as well as all relevant telemetry requirements as set by the CAISO and applicable interconnection tariffs, standards, guidance documents, or as required in an interconnection study or review process, and Buyer operational requirements and (b) communicates this telemetry to the CAISO and Buyer as required by applicable tariff or this Agreement. The Telemetering System does not include other components of the Facility that do not collect or communicate such required telemetry, including but not limited to, Seller's system control and data acquisition systems.

"Term" has the meaning set forth in Section 2.4.1.

"Termination Payment" has the meaning set forth in section 13.5.1. ***[For all Projects with a High Hazard Fuel Requirement]***

"TOD Periods" means the time of delivery periods set forth in Appendix C.

"Total Fuel Use" means Fuel Use that is delivered to the Project. ***[For all Projects with a High Hazard Fuel Requirement]***

"Transaction" means the particular transaction described in Section 2.3.

"Transmission Delay" has the meaning set forth in Section 1.1.2.2.

"Transmission/Distribution Owner" means any entity or entities responsible for the interconnection of the Facility or transmitting the Delivered Energy on behalf of Seller from the Facility to the Delivery Point.

"Useful Thermal Energy Output" has the meaning set forth in 18 CFR §292.202(h) and modified by the Energy Policy Act of 2005, or any successor thereto. ***[For cogeneration Facilities]***

"Verification of Fuel Source and Delivery" has the meaning set forth in Section 4.4.3. ***[For all Projects with a High Hazard Fuel Requirement]***

"WECC" means the Western Electricity Coordinating Council, the regional reliability council for the Western United States, Northwestern Mexico and Southwestern Canada.

"WMDVBE" means women, minority and disabled veteran-owned business enterprise as contemplated by CPUC General Order 156.

"WREGIS" means the Western Renewable Energy Generating Information System or any successor renewable energy tracking program.

"WREGIS Certificate Deficit" has the meaning set forth in Section 3.3.5. ***[For Facilities (1) 0.5 MW or greater and (2) eligible for a CAISO revenue meter.]***

"WREGIS Certificates" has the same meaning as "Certificate" as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard. ***[For Facilities (1) 0.5 MW or greater and (2) eligible for a CAISO revenue meter.]***

"WREGIS Operating Rules" means those operating rules and requirements adopted by WREGIS as of December 2010, as subsequently amended, supplemented or replaced (in whole or in part) from time to time. ***[For Facilities (1) 0.5 MW or greater and (2) eligible for a CAISO revenue meter.]***

**** End of Appendix A ****

APPENDIX B – COMMERCIAL OPERATION DATE CONFIRMATION LETTER

In accordance with the terms of that certain Power Purchase Agreement dated _____("Agreement") for the Facility named _____ by and between Pacific Gas and Electric Company ("Buyer") and _____ ("Seller"), this letter serves to document the Parties further agreement that (i) the conditions precedent to the occurrence of the Commercial Operation Date as required under Section 2.5 have been satisfied, and (ii) Seller has scheduled and Buyer has received the Energy, as specified in the Agreement, as of this _____ day of _____, _____. This letter shall confirm the Commercial Operation Date, as defined in the Agreement, as the date referenced in the preceding sentence.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below:

By:	By: **PACIFIC GAS AND ELECTRIC COMPANY**
(Seller)	(Buyer)
(Signature)	(Signature)
(Type/Print Name)	(Type/Print Name)
(Title)	(Title)
(Date)	(Date)

**** End of Appendix B ****

APPENDIX C – TIME OF DELIVERY PERIODS AND PAYMENT ALLOCATION FACTORS

Energy-Only Payment Allocation Factors

Monthly Period	1. Peak	2. Mid-Day	3. Night
July – September	1.000	1.000	1.000
October- February	1.000	1.000	1.000
March – June	1.000	1.000	1.000

Full Capacity Deliverability Payment Allocation Factors

Monthly Period	1. Peak	2. Mid-Day	3. Night
July – September	1.000	1.000	1.000
October- February	1.000	1.000	1.000
March – June	1.000	1.000	1.000

Definitions:

1. **Peak** = hours ending 18 - 22 (Pacific Prevailing Time (PPT)) for all days in the applicable Monthly Period.

2. **Mid-Day** = hours ending 09 - 17 PPT for all days in the applicable Monthly Period.

3. **Night** = hours ending 23 - 08 PPT for all days in the applicable Monthly Period.

**** End of Appendix C ****

APPENDIX D – FORECASTING AND OUTAGE NOTIFICATION REQUIREMENTS

The Parties shall abide by the forecasting and outage requirements and procedures described below and shall agree upon reasonable changes to these requirements and procedures from time-to-time as necessary to (i) comply with Buyer's instructions or the CAISO Tariff, as applicable; (ii) accommodate changes to their respective generation technology and organizational structure; and (iii) address changes in the operating and Scheduling procedures of both Buyer.

A. NOTIFICATION REQUIREMENTS FOR START-UP AND SHUTDOWN

Prior to paralleling to or after disconnecting from the electric system, ALWAYS follow your balancing authority rules and notify your applicable Transmission/Distribution Owner local switching center and notify Buyer's Real Time Desk by telephone as follows:

- Contact the applicable Transmission/Distribution Owner local switching center and Buyer's Real Time Desk to parallel before any start-up
- Contact the applicable Transmission/Distribution Owner local switching center and Buyer's Real Time Desk again with parallel time after start-up.
- Contact the applicable Transmission/Distribution Owner local switching center and Buyer's Real Time Desk after any separation and report the separation time as well as the date and time estimate for return to service.

Buyer's Real Time Desk Primary Telephone: (415) 973-4500 or (415) 973-7900.

If the primary telephone is unavailable, attempt to make contact using the following numbers in the order listed: (707) 449-6795, (415) 420-6412, (480) 263-6489, (415) 972-5138, (707) 450-3203, (707) 450-3204, (707) 449-6763 or (707) 449-6764.

B. SUBMISSION OF EXPECTED GENERATION OUTPUT AND PROJECT OUTAGES

1. Submit information by posting to PG&E's approved web-based system.
2. If the website is unavailable, implement the procedures set forth below:
   a. For all email correspondence, enter the following in the email subject field: Contract Name, Email Purpose, Delivery Date Range, (For example: "XYZ Company Project #2 Daily Forecast of Expected Generation Output for dd/mm/yyyy through dd/mm/yyyy")
   b. For Annual Forecasts of Expected Generation Output, email to DAenergy@pge.com and BilatSettlements@pge.com.
   c. For Monthly and Day-Ahead Forecasts of Expected Generation Output, email to DAenergy@pge.com.
   d. For Day-Ahead Forecasts of Expected Generation Output after fourteen (14) hours before the WECC Preschedule Day, but before the CAISO deadline for submitting

Day-Ahead Schedules, call primary phone (415) 973-1971 or backup phone (415) 973-4500. Also send email to DAenergy@pge.com.

e. For Hourly Forecasts of Expected Generation Output, call PG&E's Real Time Desk at (415) 973-4500 and email to RealTime@pge.com. If this phone number is unavailable, see secondary contacts in A of this Appendix.

f. For Planned Outages and prolonged outages, complete the specifics below and submit by email to DAenergy@pge.com and Bilat_Settlements@pge.com.

g. For Forced Outages, complete the specifics below and submit by email to RealTime@pge.com and Bilat_Settlements@pge.com.

i. Email subject Field: XYZ Company Project #2 Outage Notification for dd/mm/yyyy through dd/mm/yyyy

ii. Email body:

1. Type of Outage: Planned Outage, Forced Outage, Prolonged Outage

2. Start Date and Start Time

3. Estimated or Actual End Date and End Time

4. Date and time when reported to PG&E and name(s) of PG&E representative(s) contacted

5. Text description of additional information as needed, including, but not limited to, changes to a Planned Outage, Prolonged Outage or Forced Outage.

C. EXPECTED GENERATION OUTPUT FORECASTING.

Seller shall provide the Expected Generation Output forecasts described below.

1. Annual Forecast of Expected Generation Output. No later than (I) the earlier of July 1 of the first calendar year following the Execution Date or one hundred and eighty (180) days before the first day of the first Contract Year of the Delivery Term ("First Annual Forecast Date"), and (II) on or before July 1 for each calendar year from the First Annual Forecast Date for every subsequent Contract Year during the Delivery Term, Seller shall provide to Buyer a non-binding forecast of the hourly Expected Generation Output for each day in each month of the following calendar year in a form reasonably acceptable to Buyer.

2. Monthly Forecast of Expected Generation Output. Ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer a non-binding forecast of the hourly Expected Generation Output for each day of the following month in a form reasonably acceptable to Buyer.

3. Day-Ahead Forecast of Expected Generation Output. During each month of the Delivery Term, Seller or Seller's agent shall provide a binding Day-Ahead forecast of Expected Generation Output to Buyer via Buyer's internet website for each day no later than fourteen (14) hours before the beginning

of the "Preschedule Day" (as defined by the WECC) for such day. The current industry standard Preschedule Day timetable in the WECC is as follows:

(1) Monday - Preschedule Day for Tuesday

(2) Tuesday - Preschedule Day for Wednesday

(3) Wednesday - Preschedule Day for Thursday

(4) Thursday - Preschedule Day for Friday and Saturday

(5) Friday - Preschedule Day for Sunday and Monday

Exceptions to this standard Monday through Friday Preschedule Day timetable are presently set forth by the WECC in order to accommodate holidays, monthly transitions and other events. Exceptions are posted on the WECC website (www.wecc.biz) under the document title, "Preschedule Calendar." Each Day-Ahead Expected Generation Notice shall clearly identify, for each hour, Seller's forecast of all amounts of Expected Generation Output pursuant to this Agreement. If the Expected Generation Output changes as of a time that is more than fourteen (14) hours prior to the Preschedule Day but prior to the CAISO deadline for Day-Ahead Schedules, then Seller must notify Buyer through the method preferred by Buyer. Such Notices shall contain information regarding the beginning date and time of the event resulting in the change in Expected Generation Output, the expected end date and time of such event, the Expected Generation Output in MW (AC), and any other necessary information.

Day-Ahead Desk
Primary Telephone: (415) 973-1971
Backup Telephone: (415) 973-4500

If Seller fails to provide Buyer with a Day-Ahead Forecast of Expected Generation Output as required herein, then, (I) until Seller provides a Day-Ahead Forecast of Expected Generation Output, Buyer may rely on the most recent Day-Ahead Forecast of Expected Generation Output submitted by Seller to Buyer and Seller and (II) Seller may be subject to penalties and charges as provided in this Agreement.

4. Hourly Forecast of Expected Generation Output. During the Delivery Term, Seller shall notify Buyer of any changes in Expected Generation Output of one (1) MW (AC) or more through the method preferred by Buyer, whether due to Forced Outage, Force Majeure or other cause, as soon as reasonably possible, but no later than one (1) hour before Buyer is required to submit Hour-Ahead schedules to the CAISO. Expected Generation Output changes after one (1) hour before the CAISO deadline for Hour-Ahead Schedules, but before the CAISO Hour-Ahead deadline, shall also be reported by Seller to Buyer as soon as reasonably possible. Such Notices shall contain information regarding the beginning date and time of the event resulting in the change in Expected Generation Output, the expected end date and time of such event, the Expected Generation Output in MW (AC), and any other information required by the CAISO or reasonably requested by Buyer. With respect to any Forced Outage, Seller shall use commercially reasonable efforts to notify Buyer of such outage within ten (10) minutes of the commencement of the Forced Outage. Seller shall inform Buyer of any developments that will affect either the duration of such outage or the availability of the Project during or after the end of such outage. These notices and changes to Expected Generation Output shall be communicated by telephone to Buyer's Hour-Ahead Trading Desk and shall be sent to Buyer's internet website:

Hour-Ahead Desk
Primary Telephone: (415) 973-4500

If this phone number is unavailable, see secondary contacts in A of this Appendix.

5. Buyer Provision of Forecasting Services. Seller may request that Buyer perform forecasting services required by this Appendix D if it is reasonably practicable for such forecasting services to be performed by a person or entity other than Seller. Buyer may perform such services directly or retain a third-party to perform such services. Buyer may charge a reasonable fee for any such services, which, in the case Buyer retains a third-party, may include a reasonable administration fee in addition to the fee any such third-party charges Buyer.

**** End of Appendix D ****

APPENDIX E – TELEMETRY REQUIREMENTS

Telemetering System.

Seller shall install and maintain a Telemetering System at the Facility, as required by the applicable interconnection tariff. For the avoidance of doubt, Seller must follow all relevant telemetry requirements as set by the CAISO and applicable interconnection tariffs, standards, guidance documents, or as required in an interconnection study or review process.

The Telemetering System must be included in the systems engineering tasks as a part of the construction of the Facility, and must be fully functional before Commercial Operation Date.

**** End of Appendix E ****

APPENDIX F – GUARANTEED ENERGY PRODUCTION DAMAGES

In accordance with the provisions in Section 11.2, GEP Damages means the liquidated damages payment due by Seller to Buyer, calculated on an annual basis for the applicable Performance Measurement Period as follows:

[(A-B) × (C-D)]

Where:

A = the Guaranteed Energy Production for the Performance Measurement Period, in MWh

B = Sum of Delivered Energy over the Performance Measurement Period, in MWh

C = Replacement price for the Performance Measurement Period, in $/MWh, reflecting the sum of (a) the simple average of the simple average of the Day-Ahead IFM hourly price, as published by the CAISO, for the Existing Zone Generation Trading Hub, in which the Project resides, plus (b) $50/MWh

D = the unweighted Contract Price for the Performance Measurement Period, in $/MWh

The Parties agree that in the above calculation of GEP Damages, the result of "(C-D)" shall not be less than $20/MWh and shall be no greater than seventy five percent (75%) of the Contract Price (in $/MWh). Once GEP Damages have been paid with respect to a particular Performance Measurement Period, neither Contract Year in such Performance Measurement Period will be included in another Performance Measurement Period.

**** End of Appendix F ****

APPENDIX G – FORM OF LETTER OF CREDIT

Issuing Bank Letterhead and Address

STANDBY LETTER OF CREDIT NO. _____

Date: _____ ***[insert issue date]***

Beneficiary: Pacific Gas and Electric Company
77 Beale Street, Mail Code B28L
San Francisco, CA 94105
Attention: Credit Risk Management

Applicant: ***[Insert name and address of Applicant]***
_____
_____
_____

Letter of Credit Amount: _____ ***[insert amount]***

Expiry Date: _____ ***[insert expiry date]***

Ladies and Gentlemen:

By order of _____ ***[insert name of Applicant]*** ("Applicant"), we hereby issue in favor of Pacific Gas and Electric Company (the "Beneficiary") our irrevocable standby letter of credit No. _____ ***[insert number of letter of credit]*** ("Letter of Credit"), for the account of Applicant, for drawings up to but not to exceed the aggregate sum of U.S. $ _____ ***[insert amount in figures followed by (amount in words)]*** **("**Letter of Credit Amount"). This Letter of Credit is available with _____ _____ ***[insert name of issuing bank, and the city and state in which it is located]*** by sight payment, at our offices located at the address stated below, effective immediately, and it will expire at our close of business on _____ ***[insert expiry date]*** (the "Expiry Date").

Funds under this Letter of Credit are available to the Beneficiary against presentation of the following documents (which may be presented by physical delivery or by facsimile, e-mail or other electronic transmission):

1. Beneficiary's signed and dated sight draft in the form of Exhibit A hereto, referencing this Letter of Credit No. _____ ***[insert number]*** and stating the amount of the demand; and

2. One of the following statements signed by an authorized representative or officer of Beneficiary:

   A. "Pursuant to the terms of that certain Power Purchase Agreement ("PPA"), dated _____, between Beneficiary and _ _____ ***[insert name of Seller under the PPA]***, Beneficiary is entitled to draw under Letter of Credit No. _____ ***[insert number]*** amounts owed by _____ _____ ***[insert name of Seller under the PPA]*** under the PPA; or

   B. "Letter of Credit No. _____ ***[insert number]*** will expire in thirty (30) days or less and _____ ***[insert name of Seller under the PPA]*** has not provided replacement security acceptable to Beneficiary.

Special Conditions:

1. Partial and multiple drawings under this Letter of Credit are allowed;
2. All banking charges associated with this Letter of Credit are for the account of the Applicant;
3. This Letter of Credit is not transferable;
4. A drawing for an amount greater than the Letter of Credit Amount is allowed, however, payment shall not exceed the Letter of Credit Amount; and
5. The Expiry Date of this Letter of Credit shall be automatically extended without amendment for a period of one year and on each successive Expiry Date, unless at least sixty (60) days prior to the current Expiry Date, we send notice in writing to you by registered mail or courier that we elect not to extend this Letter of Credit for such additional period.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation, on or before the Expiry Date (or after the Expiry Date as provided below), at our offices at ***[insert issuing bank's address for drawings]***.

All demands for payment shall be made by presentation of copies or original documents, or by facsimile, e-mail, or other electronic transmission of documents to ***[insert fax number]***, Attention: ***[insert name of issuing bank's receiving department] or [Insert e-mail or other electronic transmission address]***, with originals or copies of documents to follow by overnight mail. If presentation is made by facsimile transmission, you may contact us at ***[insert phone number]*** to confirm our receipt of the transmission. Your failure to seek such a telephone confirmation does not affect our obligation to honor such a presentation.

Our payments against complying presentations under this Letter of Credit will be made no later than on the sixth (6th) banking day following a complying presentation.

Except as stated herein, this Letter of Credit is not subject to any condition or qualification. It is our individual obligation, which is not contingent upon reimbursement and is not affected by any agreement, document, or instrument between us and the Applicant or between the Beneficiary and the Applicant or any other party.

Except as otherwise specifically stated herein, this Letter of Credit is subject to and governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce (ICC) Publication No. 600 (the "UCP 600"); provided that if this Letter of Credit expires during an interruption of our business as described in Article 36 of the UCP 600, we will honor drafts presented in compliance with this Letter of Credit within thirty (30) days after the resumption of our business and effect payment accordingly.

The electronic copy of this Letter of Credit shall be the operative instrument until such time as the original is received. This Letter of Credit can be amended or terminated by facsimile, e-mail or other electronic transmission.

The law of the State of New York shall apply to any matters not covered by the UCP 600.

For telephone assistance regarding this Letter of Credit, please contact us at ***[insert number and any other necessary details]***.

Very truly yours,

_____
[insert name of issuing bank]

By: _____
Authorized Signature

Name: _____
[print or type name]

Title: _____

[Each page of the Letter of Credit shall contain a header or footer showing the Letter of Credit number and page number]

Exhibit A SIGHT DRAFT

TO _____
[INSERT NAME AND ADDRESS OF PAYING BANK]

AMOUNT: $_____ DATE: _____

AT SIGHT OF THIS DEMAND PAY TO THE ORDER OF PACIFIC GAS AND ELECTRIC COMPANY THE AMOUNT OF U.S. $_____ U.S. DOLLARS)

DRAWN UNDER _____
[INSERT NAME OF ISSUING BANK]

LETTER OF CREDIT NO. XXXXXX.

REMIT FUNDS AS FOLLOWS: _____

[INSERT PAYMENT INSTRUCTIONS]

DRAWER: _____

BY: _____

NAME AND TITLE: _____

_____

**** End of Appendix G ****

APPENDIX H – FORM OF GENERAL CONSENT TO ASSIGNMENT

CONSENT TO ASSIGNMENT AND AGREEMENT

This Consent to Assignment and Agreement ("CTA") is by and between Pacific Gas and Electric Company ("Buyer"), a California corporation, _____ ***[Counterparty]*** ("Assignor"), _____ ***[Enter type of company]*** and _____ ***[Enter Assignee Name]*** ("Assignee'), _____ ***[Enter type of company]***. Buyer, Assignor and Assignee are sometimes referred to herein individually as "Party" and collectively as the "Parties".

Buyer hereby consents to the assignment by Assignor to Assignee of the entirety of the rights, title and interest Assignor may have in and to the agreements described on Exhibit A attached hereto and incorporated herein by this reference the "Assigned Agreement(s)", for the _____ ***[Capacity_kW] [Fuel]*** project named _____ ***[Facility_description] ([Buyer Identification or Log No.] [Buyer_Lognum]***), located at _____ _____ ***[Facility_Street_Address] [Facility_City], [Facility_State] [Plant_Zip_code]***, as of the date of last signature hereunder (the "Effective Date") under the following terms and conditions:

1. Assignor and Assignee recognize and acknowledge that Buyer makes no representation or warranty, expressed or implied, that Assignor has any right, title, or interest in the Assigned Agreement(s). Assignee is responsible for satisfying itself as to the existence and extent of Assignor's right, title, and interest in the Assigned Agreement(s) and Assignor and Assignee expressly release Buyer from any liability resulting from or related to this CTA, including assignment for security if any, to which Buyer is consenting herein. Assignee and Assignor further release Buyer from any liability for consenting to any future assignments of the Agreement(s) by Assignee or Assignor.

2. Assignee hereby agrees that Assignee shall be jointly and severally liable to Buyer for each and every duty and obligation in the Assigned Agreement(s) now the sole responsibility of Assignor. To this end, Assignee hereby agrees to assume each and every such duty and obligation, including, but not limited to, satisfying the Collateral Requirements in the Assigned Agreements.

3. Assignor and Assignee hereby agree that they shall hold Buyer harmless from, and be jointly and severally liable to Buyer for, any third-party claims, losses, liabilities, damages, costs or expenses (including, without limitation, any direct, indirect or consequential claims, losses, liabilities, damages, costs or expenses, including legal fees) in connection with or arising out of any of the transactions contemplated by the assignment or this CTA.

4. Assignee acknowledges that the assignment of rights to it may be subject to previous assignments, liens or claims executed or arising prior to the Effective Date. Assignee agrees that it takes this assignment subject to any defenses or causes of action Buyer may have against Assignor.

5. Assignee hereby agrees that it will not assign any of the rights, title or interest in, or the duties and obligations under the Assigned Agreement(s) without the prior written consent of Buyer, unless otherwise specifically provided under the Assigned Agreement(s).

6. Assignor hereby requests that Buyer (i) henceforth make any payments which shall become due under the Assigned Agreement(s) to Assignee and (ii) substitute Assignee for Assignor as the notice addressee under the Assigned Agreement(s). Assignor releases Buyer from all liability for

making payment to Assignee, and Assignee releases Buyer from all liability for failure to direct such payments to Assignee rather than Assignor.

7. All notices hereunder shall be in writing and shall be effective when received; for purposes of this CTA, notices shall be deemed received (i) at the close of business on the date of receipt, if delivered by hand, or (ii) at the time and on the date of receipt of a facsimile, or (iii) when signed for by recipient, if sent via registered or certified mail, postage prepaid, or via courier; provided that, such notice was properly addressed to the appropriate address indicated on the signature page hereof or to such other address as a Party may designate by prior written notice to the other Parties.

8. Assignee and Assignor each agree that Buyer shall have (and Buyer hereby expressly reserves) the right to set off or deduct from payments due to Assignor, each and every amount due Buyer from Assignor arising out of or in connection with the Assigned Agreements in accordance with the terms of such Assigned Agreements or in accordance with applicable law. Assignee further agrees that it takes this assignment subject to any defenses or causes of action Buyer may have against Assignor.

9. Assignee and Assignor agree that any change in payment notification will become effective within 30 days receipt of written notice.

10. Other than as explicitly provided herein, this CTA is neither a modification of nor an amendment to the Assigned Agreement(s).

11. The Parties hereto agree that this CTA shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

12. No term, covenant or condition hereof shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the Party claimed to have so waived or excused.

Pacific Gas and Electric Company,
a California corporation
[Buyer address]

_____

_____

_____

Pacific Gas and Electric Company,
a California corporation

By: _____

Name: _____

Title: _____

Dated: _____

Assignor:

[Mailing_Street_Address]
[Mailing_City], [Mailing_State]
[Mailing_Zip_code]

_____

_____

_____

Attn: ***[Enter title]*** _____

[Counterparty], [Enter type of company]

By: _____

Name: _____

Title: _____

Dated: _____

Assignee:
[Enter Assignee Address]

_____

_____

_____

Attn: [Enter title]_____

[Enter Assignee company name], [Enter type of company]

By:_____
Name:_____
Title:_____
Dated:_____

Exhibit A
Description of Assigned Agreement(s)

1. (List all relevant agreements between Buyer and Counterparty)

Exhibit B
Notices List for Assignee

Name: ***[Seller's Name]***, a ***[include place of formation and business type]*** ("Seller")
All Notices: ***[Seller to complete]***
Delivery Address:

Street:
City: State: Zip:

Mail Address: (if different from above)

Attn:
Phone:
Facsimile:
Email:

DUNS:
Federal Tax ID Number:

Invoices:
Attn:

Phone:
Facsimile:
Email:

Scheduling:
Attn:
Phone:
Facsimile:
Email:

Payments:
Attn:

Phone:
Facsimile:
Email:

Wire Transfer:
BNK:
ABA:
ACCT:

Credit and Collections:
Attn:
Phone:
Facsimile:
Email:

With additional Notices of an Event of Default to Contract Manager:
Attn:
Phone:
Facsimile:
Email:

*** End of Appendix H ***

APPENDIX I – FORM OF FINANCING CONSENT TO ASSIGNMENT

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT ("Consent and Agreement") is entered into as of [_____ __, 2___], between Pacific Gas and Electric Company ("Buyer"), and [_____], as collateral agent (in such capacity, "Financing Provider") providing financing to [_____] ("Seller"). Buyer, Seller, and the Financing Provider shall each individually be referred to a "Party" and collectively as the "Parties."

Recitals

A. Pursuant to that certain Power Purchase Agreement dated as of _____, 2___ (as amended, modified, supplemented or restated from time to time, as including all related agreements, instruments and documents, collectively, the "Assigned Agreement" and identified in Exhibit A) between Buyer and Seller, Buyer has agreed to purchase energy from Seller.

B. The Financing Provider has provided, or have agreed to provide, to Seller financing (including a financing lease) pursuant to one or more agreements (the "Financing Documents"), and require that Financing Provider be provided certain rights with respect to the "Assigned Agreement" and the "Assigned Agreement Accounts," each as defined below, in connection with such financing.

C. In consideration for the execution and delivery of the Assigned Agreement, Buyer has agreed to enter into this Consent and Agreement for the benefit of Seller and Financing Provider.

Agreement

1. Definitions. Any capitalized term used but not defined herein shall have the meaning specified for such term in the Assigned Agreement.

2. Consent. Subject to the terms and conditions below, Buyer consents to and approves the pledge and assignment by Seller to Financing Provider pursuant to the Financing Documents of (a) the Assigned Agreement, and (b) the accounts, revenues and proceeds of the Assigned Agreement (collectively, the "Assigned Agreement Accounts").

3. Limitations on Assignment. Financing Provider acknowledges and confirms that, notwithstanding any provision to the contrary under applicable law or in any Financing Document executed by Seller, Financing Provider shall not assume, sell or otherwise dispose of the Assigned Agreement (whether by foreclosure sale, conveyance in lieu of foreclosure or otherwise) unless, on or before the date of any such assumption, sale or disposition, Financing Provider or any third party, as the case may be, assuming, purchasing or otherwise acquiring the Assigned Agreement (a) cures any and all defaults of Seller under the Assigned Agreement which are capable of being cured and which are not personal to the Seller, (b) executes and delivers to Buyer a written assumption of all of Seller's rights and obligations under the Assigned Agreement in form and substance reasonably satisfactory to Buyer, (c) otherwise satisfies and complies with all requirements of the Assigned Agreement, (d) provides such tax and enforceability assurance as Buyer may reasonably request, and (e) is a Permitted Transferee (as defined below). Financing Provider further acknowledges that the assignment of the Assigned Agreement and the Assigned Agreement Accounts is for security purposes only and that Financing Provider has no rights under the Assigned Agreement or the Assigned Agreement Accounts to enforce the provisions of the Assigned Agreement or the Assigned Agreement Accounts unless and until an event of default has occurred and is continuing under the Financing Documents between Seller and Financing Provider (a

"Financing Default"), in which case Financing Provider shall be entitled to all of the rights and benefits and subject to all of the obligations which Seller then has or may have under the Assigned Agreement to the same extent and in the same manner as if Financing Provider were an original party to the Assigned Agreement.

"Permitted Transferee" means any person or entity who is reasonably acceptable to Buyer. Financing Provider may from time to time, following the occurrence of a Financing Default, notify Buyer in writing of the identity of a proposed transferee of the Assigned Agreement, which proposed transferee may include Financing Provider, in connection with the enforcement of Financing Provider's rights under the Financing Documents, and Buyer shall, within thirty (30) business days of its receipt of such written notice, confirm to Financing Provider whether or not such proposed transferee is a "Permitted Transferee" (together with a written statement of the reason(s) for any negative determination) it being understood that if Buyer shall fail to so respond within such thirty (30) business day period such proposed transferee shall be deemed to be a "Permitted Transferee".

4. Cure Rights.

(a) Notice to Financing Provider by Buyer. Buyer shall, concurrently with the delivery of any notice of an event of default under the Assigned Agreement (each, an "Event of Default") to Seller (a "Default Notice"), provide a copy of such Default Notice to Financing Provider pursuant to Section 9(a) of this Consent and Agreement. In addition, Seller shall provide a copy of the Default Notice to Financing Provider the next business day after receipt from Buyer, independent of any agreement of Buyer to deliver such Default Notice.

(b) Cure Period Available to Financing Provider Prior to Any Termination by Buyer. Upon the occurrence of an Event of Default, subject to (i) the expiration of the relevant cure periods provided to Seller under the Assigned Agreement, and (ii) Section 4(a) above, Buyer shall not terminate the Assigned Agreement unless it or Seller provides Financing Provider with notice of the Event of Default and affords Financing Provider an Additional Cure Period (as defined below) to cure such Event of Default. For purposes of this Agreement "Additional Cure Period" means (i) with respect to a monetary default, ten (10) days in addition to the cure period (if any) provided to Seller in the Assigned Agreement, and (ii) with respect to a non-monetary default, thirty (30) days in addition to the cure period (if any) provided to Seller in the Assigned Agreement.

(c) Failure by Buyer to Deliver Default Notice. If neither Buyer nor Seller delivers a Default Notice to Financing Provider as provided in Section 4(a), the Financing Provider's applicable cure period shall begin on the date on which notice of an Event of Default is delivered to Financing Provider by either Buyer or Seller. Except for a delay in the commencement of the cure period for Financing Provider and a delay in Buyer's ability to terminate the Assigned Agreement (in each case only if both Buyer and Seller fail to deliver notice of an Event of Default to Financing Provider), failure of Buyer to deliver any Default Notice shall not waive Buyer's right to take any action under the Assigned Agreement and will not subject Buyer to any damages or liability for failure to provide such notice.

(d) Extension for Foreclosure Proceedings. If possession of the Project (as defined in the Assigned Agreement) is necessary for Financing Provider to cure an Event of Default and Financing Provider commences foreclosure proceedings against Seller within thirty (30) days of receiving notice of an Event of Default from Buyer or Seller, whichever is received first, Financing Provider shall be allowed a reasonable additional period to complete such foreclosure proceedings, such period not to exceed ninety (90) days; provided, however, that Financing Provider shall provide a written notice to Buyer that it intends to commence foreclosure proceedings with respect to Seller within ten (10) business days of receiving a notice of such Event of Default from Buyer or Seller, whichever is received first. In the event Financing Provider succeeds to Seller's interest in the Project as a result of foreclosure proceedings, the

Financing Provider or a purchaser or grantee pursuant to such foreclosure shall be subject to the requirements of Section 3 of this Consent and Agreement.

5. Setoffs and Deductions. Each of Seller and Financing Provider agrees that Buyer shall have the right to set off or deduct from payments due to Seller each and every amount due Buyer from Seller whether or not arising out of or in connection with the Assigned Agreement. Financing Provider further agrees that it takes the assignment for security purposes of the Assigned Agreement and the Assigned Agreement Accounts subject to any defenses or causes of action Buyer may have against Seller.

6. No Representation or Warranty. Seller and Financing Provider each recognizes and acknowledges that Buyer makes no representation or warranty, express or implied, that Seller has any right, title, or interest in the Assigned Agreement or as to the priority of the assignment for security purposes of the Assigned Agreement or the Assigned Agreement Accounts. Financing Provider is responsible for satisfying itself as to the existence and extent of Seller's right, title, and interest in the Assigned Agreement, and Financing Provider releases Buyer from any liability resulting from the assignment for security purposes of the Assigned Agreement and the Assigned Agreement Accounts.

7. Amendment to Assigned Agreement. Financing Provider acknowledges and agrees that Buyer may agree with Seller to modify or amend the Assigned Agreement, and that Buyer is not obligated to notify Financing Provider of any such amendment or modification to the Assigned Agreement. Financing Provider hereby releases Buyer from all liability arising out of or in connection with the making of any amendment or modification to the Assigned Agreement.

8. Payments under Assigned Agreement. Buyer shall make all payments due to Seller under the Assigned Agreement from and after the date hereof to [_____], as depositary agent, to ABA No. [_____], Account No. [_____], and Seller hereby irrevocably consents to any and all such payments being made in such manner. Each of Seller, Buyer and Financing Provider agrees that each such payment by Buyer to such depositary agent of amounts due to Seller from Buyer under the Assigned Agreement shall satisfy Buyer's corresponding payment obligation under the Assigned Agreement.

9. Miscellaneous.

(a) Notices. All notices hereunder shall be in writing and shall be deemed received (i) at the close of business of the date of receipt, if delivered by hand or by facsimile or other electronic means, or (ii) when signed for by recipient, if sent registered or certified mail, postage prepaid, provided such notice was properly addressed to the appropriate address indicated on the signature page hereof or to such other address as a party may designate by prior written notice to the other parties, at the address set forth below:

If to Financing Provider:	
Name:	
Address:	
Attn:	
Telephone:	
Facsimile:	
Email:	

If to Buyer:	
Name:	

Address:	
Attn:	
Telephone:	
Facsimile:	
Email:	

(b) No Assignment. This Consent and Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Buyer, and shall be binding on and inure to the benefit of the Financing Provider and its respective successors and permitted transferees and assigns under the Financing Documents.

(c) No Modification. This Consent and Agreement is neither a modification of nor an amendment to the Assigned Agreement.

(d) Choice of Law. The parties hereto agree that this Consent and Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

(e) No Waiver. No term, covenant or condition hereof shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the party claimed to have so waived or excused.

(f) Counterparts. This Consent and Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

(g) No Third Party Beneficiaries. There are no third party beneficiaries to this Consent and Agreement.

(h) Severability. The invalidity or unenforceability of any provision of this Consent and Agreement shall not affect the validity or enforceability of any other provision of this Consent and Agreement, which shall remain in full force and effect.

(i) Amendments. This Consent and Agreement may be modified, amended, or rescinded only by writing expressly referring to this Consent and Agreement and signed by all parties hereto.

IN WITNESS WHEREOF, each of Buyer and Financing Provider has duly executed this Consent and Agreement as of the date first written above.

	PACIFIC GAS AND ELECTRIC COMPANY
(Financing Provider), as collateral agent	(Buyer)
(Signature)	(Signature)
(Type/Print Name)	(Type/Print Name)
(Title)	(Title)
(Date)	(Date)

ACKNOWLEDGEMENT

The undersigned hereby acknowledges the Consent and Agreement set forth above, makes the agreements set forth therein as applicable to Seller, including the obligation of Seller to provide a copy of any Default Notice it receives from Buyer to Financing Provider the next business day after receipt by Seller, and confirms that the Financing Provider identified above and the Secured Parties have provided or are providing financing to the undersigned.

_____
(Name of Seller)

_____
(Signature)

_____
(Type/Print Name)

_____
(Title)

_____
(Date)

Exhibit A
Description of Assigned Agreement(s)

1. (List all relevant agreements between Buyer and Counterparty)

*** *End of Appendix I* ***

APPENDIX J – PROCEDURE FOR DEMONSTRATION OF CONTRACT CAPACITY

[The following Appendix J applies to all Facilities except for Facilities with a Nameplate Capacity greater than three megawatts]

1. Seller's Notice of Demonstration Hour.

   Seller shall provide Notice to Buyer of the date and hour selected by Seller during which Seller claims it has demonstrated the applicable Contract Capacity ("Demonstration Hour").

2. Demonstration of Contract Capacity.

   a) Unless Buyer provides timely Notice to Seller that additional days are required to substantiate data, Buyer shall, within thirty (30) days after Seller's Notice of the Demonstration Hour, retrieve interval data downloaded from the meter specified in Section 5.2.1 or Check Meter, as applicable, for the twelve (12) hour periods before and after the Demonstration Hour; and

   b) Buyer may, at its sole discretion, complete a Site visit within thirty (30) days after Buyer's receipt of Seller's Notice of the Demonstration Hour to verify that the Facility was developed in accordance with the Facility and Site description set forth in the Cover Sheet.

3. Demonstrated Contract Capacity.

   Unless Buyer provides timely Notice to Seller that additional days are required to substantiate data, Buyer shall within ten (10) Business Days after Buyer's Site visit pursuant to Section 2 of this Appendix J provide Notice to Seller of the amount of the Demonstrated Contract Capacity.

4. Buyer's Election of Demonstration Method.

   Notwithstanding the foregoing, Buyer may, in its sole discretion, (a) require that Seller, at its own cost, provide a certified statement from a Licensed Professional Engineer verifying that the Facility was developed in accordance with the Facility and Site description set forth in the Cover Sheet and setting forth the Demonstrated Contract Capacity determined in accordance with this Appendix J as of the date of the certification (an "Engineer Report") or (b) waive the requirement to demonstrate the Contract Capacity.

   In the event that the Buyer waives demonstration of the Contract Capacity, the Demonstrated Contract Capacity will be deemed to be equal to the Contract Capacity specified in Section 2.1 of the Agreement.

**** End of Appendix J ****

APPENDIX J – PROCEDURE FOR DEMONSTRATION OF CONTRACT CAPACITY AND NAMEPLATE CAPACITY

[The following Appendix J applies ONLY to Facilities with a Nameplate Capacity greater than three megawatts]

1. Seller's Notice of Demonstration Hour.

   Seller shall provide Notice to Buyer of the date and hour selected by Seller during which Seller claims it has demonstrated the applicable Contract Capacity ("Demonstration Hour").

   Seller's Notice of Demonstration Date.

   Seller shall provide at least thirty (30) days prior Notice to Buyer of the date selected by Seller ("Demonstration Date") during which Seller intends to demonstrate the Nameplate Capacity. Upon Buyer's request, Seller shall make reasonable efforts to reschedule the Demonstration Date.

2. Demonstration of Contract Capacity.

   a) Unless Buyer provides timely Notice to Seller that additional days are required to substantiate data, Buyer shall, within thirty (30) days after Seller's Notice of the Demonstration Hour, retrieve interval data downloaded from the meter specified in Section 5.2.1 or Check Meter, as applicable, for the twelve (12) hour periods before and after the Demonstration Hour; and

   b) Subject to Section 4 of this Appendix J, Buyer may, at its sole discretion, complete a Site visit on the Demonstration Date to verify that the Facility was developed in accordance with the Facility and Site description set forth in the Cover Sheet and to determine the Demonstrated Nameplate Capacity.

3. Demonstrated Contract Capacity and Demonstration of Nameplate Capacity

   Unless Buyer provides timely Notice to Seller that additional days are required to substantiate data, Buyer shall within ten (10) Business Days after Buyer's Site visit pursuant to Section 2 of this Appendix J provide Notice to Seller of the amount of the Demonstrated Contract Capacity and the amount of Demonstrated Nameplate Capacity.

4. Buyer's Election of Demonstration Method.

   Notwithstanding the foregoing, Buyer may, in its sole discretion, (a) require that Seller, at its own cost, provide a certified statement from a Licensed Professional Engineer verifying that the Facility was developed in accordance with the Facility and Site description set forth in the Cover Sheet and setting forth the Demonstrated Contract Capacity and the Demonstrated Nameplate Capacity determined in accordance with this Appendix J as of the date of the certification (an "Engineer Report") or (b) waive the requirement to demonstrate the Contract Capacity or the requirement to demonstrate the Nameplate Capacity.

In the event that the Buyer waives demonstration of the Contract Capacity, the Demonstrated Contract Capacity will be deemed to be equal to the Contract Capacity specified in Section 2.1 of the Agreement.

In the event that the Buyer waives demonstration of the Nameplate Capacity, the Demonstrated Nameplate Capacity will be deemed to be equal to the Nameplate Capacity specified in Section 2.1 of the Agreement.

*** *End of Appendix J* ***

APPENDIX K-1 – QF EFFICIENCY MONITORING PROGRAM – COGENERATION DATA REPORTING FORM

[Previous Year]

I. Name and Address of Project
Name: _____
Street: _____
City: _____ State:_____ Zip Code:_____

ID No.:_____ Generation Nameplate (kW): _____

II. In Operation: ☐ Yes ☐ No

III. Can your facility dump your thermal output directly to the environment? ☐ Yes ☐ No

IV. Ownership

	Name	Address	Ownership (%)	Utility
1				Y N
2				Y N
3				Y N
4				Y N
5				Y N

V. [PrevYear] Monthly Operating Data

- Indicate the unit of measure used for your Useful Thermal Energy Output if other than mBTUs:
  BTUs _____ Therms _____ mmBTUs_____

If Energy Input is natural gas, use the Lower Heating Value (LHV) as supplied by Gas Supplier.

	Useful Power Output (1) (kWh)	Energy Input (Therms) (mmBTU)	Useful Thermal Energy Output (mmBTU)
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Yearly Total			

(1) Useful Power Output is the electric or mechanical energy made available for use from the facility.

**** End of Appendix K-1 ****

APPENDIX K-2 – FUEL USE STANDARDS – SMALL POWER PRODUCER DATA REPORTING FORM

[Previous Year]

ID No._____

I. **Name and Address of Facility ("Project")**

Name: _____
Street: _____
City: _____ State:_____ Zip Code:_____

Generation Nameplate (kW): _____

II. **Primary Energy:** ☐ **Biomass** ☐ **Biogas**

III. **Ownership**

	Name	Address	Ownership (%)	Utility	
1				Y	N
2				Y	N
3				Y	N
4				Y	N
5				Y	N

IV. **[PrevYear] Monthly Operating Data**

	Useful Power Output (1) (kWh)	Primary Energy Source (2) (mmBTU)	Supplementary Energy Source (3) (mmBTU)	Total Energy Input (4) (mmBTU)
Jan				
Feb				
Mar				
Apr				
May				
Jun				
Jul				
Aug				
Sep				
Oct				
Nov				
Dec				
Total				

(1) Useful Power Output is the electric or mechanical energy made available for use from the facility.
(2) The Primary Energy Source must correspond to the Fuel Resource Category identified in Section A(i) of the Cover Sheet. Use Lower Heating Value (LHV)
(3) Please use Total Energy Input to include all energy sources: primary, supplementary, and auxiliary power from outside the facility.

**** End of Appendix K-2 ****

APPENDIX K-3 – FUEL USE STANDARDS – MULTI-FUEL MONTHLY DATA REPORTING FORM

[The following Appendix K-3 applies to all Projects utilizing Eligible Directed Biogas and For Projects using fuel for Station Use that is not from a Fuel Resource Category]

[Previous Month]

ID No._____

I. **Name and Address of Facility ("Project")**

Name: _____
Street: _____
City: _____ State:_____ Zip Code:_____

Generation Nameplate (kW): _____

II. **Predominant BioMAT Category:** ☐ **Category 1** ☐ **Category 2** ☐ **Category 3**

III. **Secondary Fuel Use:** ☐ **Category 1** ☐ **Category 2** ☐ **Category 3**

IV. **Eligible Directed Biogas BioMAT Category (check those that apply):** ☐ **Category 1** ☐ **Category 2** ☐ **Category 3**

V. **[Previous Month] Monthly Operating Data**
Seller to enter zero (0) if no such fuel was used during the applicable month.

						Injected			Withdrawn	Station Use		
	Useful Power Output (1) (kWh)	**Predominant BioMAT Fuel Use (2)(3) (mmBTU)**	**Category 1 Onsite Fuel Use (3) (mmBTU)**	**Category 2 [Other Ag/ Dairy] Onsite Fuel Use (3) (mmBTU)**	**Category 3 Onsite Fuel Use (3) (mmBTU)**	**Category 1 Directed Biogas Fuel Use (3) (mmBTU)**	**Category 2 [Other Ag/ Dairy] Directed Biogas Fuel Use (3) (mmBTU)**	**Category 3 Directed Biogas Fuel Use (3) (mmBTU)**	**Natural Gas Fuel Use (3) (mmBTU)**	**Renewable Non-BioMAT Eligible Fuel Use (3) (mmBTU)**	**Non-Renewable Non-BioMAT Eligible Fuel Use (3) (mmBTU)**	**Total Energy Input (3) (mmBTU)**
Jan												
Feb												

BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
APPENDIX K-3 – FUEL USE STANDARDS – MULTI-FUEL MONTHLY DATA REPORTING FORM

						Injected			Withdrawn	Station Use		
	Useful Power Output (1) (kWh)	Predominant BioMAT Fuel Use (2)(3) (mmBTU)	Category 1 Onsite Fuel Use (3) (mmBTU)	Category 2 [Other Ag/ Dairy] Onsite Fuel Use (3) (mmBTU)	Category 3 Onsite Fuel Use (3) (mmBTU)	Category 1 Directed Biogas Fuel Use (3) (mmBTU)	Category 2 [Other Ag/ Dairy] Directed Biogas Fuel Use (3) (mmBTU)	Category 3 Directed Biogas Fuel Use (3) (mmBTU)	Natural Gas Fuel Use (3) (mmBTU)	Renewable Non-BioMAT Eligible Fuel Use (3) (mmBTU)	Non-Renewable Non-BioMAT Eligible Fuel Use (3) (mmBTU)	Total Energy Input (3) (mmBTU)
Mar												
Apr												
May												
Jun												
Jul												
Aug												
Sep												
Oct												
Nov												
Dec												
Total (Year-to-Date)												

(1) Useful Power Output is the electric or mechanical energy made available for use from the Facility.
(2) The predominant energy source must correspond to the Fuel Resource Category identified in Section A(i) of the Cover Sheet.
(3) Use Higher Heating Value (HHV).

**** End of Appendix K-3 ****

APPENDIX L – FORM OF FUEL ATTESTATION

[The following Appendix L applies to all Projects EXCEPT Projects with a High Hazard Fuel Requirement. References to Section 4.4.4, Contract Quarter, and the Quarterly Fuel Attestation Deadline are only applicable to HHZ Category 3 Projects]

[Sellers Letterhead]

[Date]

PG&E
Attn:
Street Address
City, State Zip

Subject: Bioenergy Market Adjusting Tariff Power Purchase Agreement ("BioMAT PPA") by and between PG&E and ***[Insert Seller's full legal name]***, a ***[Insert Seller's form of entity and state of registration]*** ("Seller") – Fuel Attestation

Dear Sir or Madam:

Pursuant to Section ***[***4.4.3***][***4.4.4***]*** of the BioMAT PPA, Seller submits to PG&E this Fuel Attestation for the Contract ***[***Year***] [***Quarter***]*** that ended on ***[Date]*** ***[***("Contract Year")***] [***("Contract Quarter")***]***). Seller hereby represents and warrants that:

1. This Fuel Attestation ***[is] [is not]*** submitted on or prior to the ***[Annual Fuel Attestation Due Date] [Quarterly Fuel Attestation Deadline]***.

2. The fuel resource(s) Seller used or caused to be used to operate the Facility during the Contract Year (Fuel Use) ***[met] [did not meet]*** the Fuel Resource Requirements. ***[For Annual Fuel Attestation Only]***

3. Fuel Use during the Contract ***[***Year***] [***Quarter***]*** was as follows:
   Add additional rows to separately report Fuel Resource Category quantities from on-Site supply and Eligible Directed Biogas.

Fuel Resource Category	**Fuel Volume (1)**	**Fuel Consumption (mmBTU)**	**Total Generation (MWh)**	***[*Annual*] [*Quarter*]* Fuel Use Percentage**
Category 1 (wastewater treatment)				
Category 1 (municipal organic waste diversion)				
Category 1 (food processing)				
Category 1 (codigestion)				
Category 2 (Dairy)				
Category 2 (Other Agricultural)				
Category 3 (fire threat reduction)				
Category 3 (fire safe clearance activities)				

Fuel Resource Category	**Fuel Volume (1)**	**Fuel Consumption (mmBTU)**	**Total Generation (MWh)**	***[Annual]*** ***[Quarter]*** **Fuel Use Percentage**
Category 3 (infrastructure clearance projects)				
Category 3 (other sustainable forest management)				
Category 3 (High Hazard Fuel)				
Total				

(1) For Fuel Volume, use Bone Dry Ton for solid fuel and cubic feet (ft^3) for gaseous fuel.

4. The calculation used by the Seller to calculate Fuel Use through the delivery term is as follows:

$$\text{Fuel Use Percentage: } \frac{A}{B}$$

A = Fuel Use during the ***[***("Contract Year")***]*** ***[***("Contract Quarter")***]***

B = Total Fuel Use in the ***[***("Contract Year")***]*** ***[***("Contract Quarter")***]***

Capitalized terms used but not otherwise defined in this letter have the meanings set forth in the BioMAT PPA.

[Insert Seller's full legal name, form of entity and state of registration]

By: _____
Name: _____
Title: _____

*** *End of Appendix L* ***

APPENDIX L – FORM OF FUEL ATTESTATION

[The following Appendix L applies ONLY to Projects with a High Hazard Fuel Requirement.]

[Sellers Letterhead]

[Date]

PG&E
Attn:
Street Address
City, State Zip

Subject: Bioenergy Market Adjusting Tariff Power Purchase Agreement ("BioMAT PPA") by and between PG&E and ***[Insert Seller's full legal name]***, a ***[Insert Seller's form of entity and state of registration]*** ("Seller") – Fuel Attestation

Dear Sir or Madam:

Pursuant to Section ***[***4.4.3***][***4.4.4***]*** of the BioMAT PPA, Seller submits to PG&E this ***[Annual] [Quarterly]*** Fuel Attestation for the Calendar ***[***Year***] [***Quarter***]*** that ended on ***[Date] [***("Calendar Year")***] [***("Calendar Quarter")***]***). Seller hereby represents and warrants that:

1. This ***[Annual] [Quarterly]*** Fuel Attestation ***[is] [is not]*** submitted on or prior to the ***[Annual High Hazard Fuel Attestation Deadline] [Quarterly High Hazard Fuel Attestation Deadline]***.

2. The fuel resource(s) Seller used or caused to be used to operate the Facility during the Calendar Year (Fuel Use) ***[met] [did not meet]*** the Fuel Resource Requirements and High Hazard Fuel Requirement. ***[For Annual Fuel Attestation Only]***

3. Fuel Use during the Calendar ***[Year] [Quarter]*** was as follows:

Fuel Resource Category	**Volume of Fuel Delivered (BDT)**	**Fuel Use (BDT)(1)**	**Total Metered Generation (MWh)**	***[Annual] [Quarterly]* Fuel Use Percentage**
Category 1 (wastewater treatment)				
Category 1 (municipal organic waste diversion)				
Category 1 (food processing)				
Category 1 (codigestion)				
Category 2 (Dairy)				
Category 2 (Other Agricultural)				
Category 3 (fire threat reduction)				
Category 3 (fire safe clearance activities)				
Category 3 (infrastructure clearance projects)				

Fuel Resource Category	Volume of Fuel Delivered (BDT)	Fuel Use (BDT)[1]	Total Metered Generation (MWh)	*[Annual]* *[Quarterly]* Fuel Use Percentage
Category 3 (other sustainable forest management)				
Category 3 (High Hazard Fuel)				
Total				

[1] If Fuel Use is eligible for more than one subcategory within a Fuel Resource Category, choose the most relevant subcategory to prevent double counting.

4. The calculation used by the Seller to calculate Fuel Use Percentage for each applicable Fuel Resource Category throughout the Delivery Term is as follows:

$$\underline{\text{Fuel Use Percentage:}}\ \frac{A}{B}\ x\ 100$$

A = Fuel Use during the ***[("Calendar Year")] [("Calendar Quarter)]*** from the applicable Fuel Resource Category

B = Total Fuel Use during the ***[("Calendar Year")] [("Calendar Quarter)]***

5. ***[Annual Fuel Attestation Only]*** Fuel Use during the Calendar Year is documented in the attached Microsoft Excel Spreadsheet ("Annual Fuel Usage Log"), using the template provided by Buyer after execution of this Agreement. Buyer may make reasonable changes to the template to accommodate additional information on High Hazard Fuel and Fuel Use during the Calendar Year. Seller and Buyer will use the Fuel Use Log to calculate the Category 3 Fuel Use Percentage and High Hazard Fuel Use Percentage to determine compliance with the Fuel Resource Requirements and High Hazard Fuel Requirement, respectively, using the formulas below:

$$\underline{\text{Category 3 Fuel Use Percentage:}}\ \frac{A}{B}\ x\ 100$$

A = Category 3 Fuel Use delivered to and used by the Project during the ***[("Calendar Year")]***

B = Total Fuel Use delivered to and used by the Project during the ***[("Calendar Year")]***

$$\underline{\text{High Hazard Fuel Use Percentage:}}\ \frac{A}{B}\ x\ 100$$

A = High Hazard Fuel Use delivered to and used by the Project during the ***[("Calendar Year")]***

B = Total Fuel Use delivered to and used by the Project during the ***[("Calendar Year")]***

6. ***[Quarterly Fuel Attestation Only]*** Fuel volume delivered during the Calendar Quarter, and progress toward meeting the Fuel Resource Requirements and High Hazard Fuel Requirement, is documented in the attached Microsoft Excel Spreadsheet ("Quarterly Fuel Usage Log"), using the template provided by Buyer after execution of this Agreement. Buyer may make reasonable changes to the template to accommodate additional information on High Hazard Fuel and Fuel Use during the

Calendar Year. Seller and Buyer will use the Quarterly Fuel Usage Log and the data provided in Section 3 of this Appendix L to monitor progress with the Fuel Resource Requirements and High Hazard Fuel Requirement. Data from the Quarterly Fuel Usage Log is accurately summarized in Section 3 of this Quarterly Fuel Attestation.

Capitalized terms used but not otherwise defined in this letter have the meanings set forth in the BioMAT PPA.

[Insert Seller's full legal name, form of entity and state of registration]

By: _____
Name: _____
Title: _____

*** *End of Appendix L* ***

APPENDIX L-1 – Verification of Fuel Source and Delivery

[The following Appendix L-1 applies ONLY to Projects with a High Hazard Fuel Requirement. This Appendix L-1 must be submitted with the Annual Fuel Attestation only]

I, _____, am a Registered Professional Forester. I have reviewed the Seller's ***[date]*** Annual Fuel Attestation, including the Annual Fuel Usage Log, and I have verified (1) that the High Hazard Fuel was harvested from the specific designated High Hazard Zone(s) as provided in the Seller's ***[date]*** Annual Fuel Attestation; and (2) the volume of High Hazard Fuel from each referenced High Hazard Zone was delivered to the Project.

Capitalized terms used but not otherwise defined in this verification have the meanings set forth in the BioMAT PPA.

[Registered Professional Forester]

By:_____

Name: _____

Title: _____

**** End of Appendix L-1 ****

APPENDIX M – FUEL RESOURCE FAILURE CURE REQUIREMENTS

[The following Appendix M applies to all Projects except Projects with a High Hazard Fuel Requirement]

1. Seller may cure a Fuel Resource Failure as identified in Seller's Annual Fuel Attestation if a), b) and c) are met:

    a) Within five (5) Business Days of Buyer's Notice of an Event of Default pursuant to Section 13.2.2.14, Seller notifies Buyer of Seller's intent to utilize sufficient fuel eligible for the Facility's Fuel Resource Category such that the Fuel Resource Requirements are met over the Fuel Performance Measurement Period as outlined in Section 1(b) herein;

    b) For a period not to exceed six (6) months immediately following Seller's Notice above ("Fuel Resource Cure Period"), Seller submits to Buyer a monthly report within 10 days of the end of calendar month and in a form to be specified by Buyer that demonstrates compliance with the Fuel Resource Requirements; and

    c) At the end of the Fuel Resource Cure Period Seller demonstrates Fuel Use measured over the period that commences at the beginning of the previous Contract Year to the end of the Fuel Resource Cure Period ("Fuel Performance Measurement Period") such that A ≥ 80%, where:

        A = B/C;

        B = Fuel Use from the Fuel Resource Category identified in Section A(i) of the Cover Sheet over the Fuel Performance Measurement Period (as provided in the monthly report); and

        C = Total Fuel Use over the Fuel Performance Measurement Period (as provided in the monthly report)

2. At Buyer's request Seller shall provide supporting documentation sufficient to verify that Seller's claims in any attestations or reports are complete and accurate.

3. If in any Seller monthly compliance report, as referenced in Section 1.b of this Appendix M, Buyer determines, in its reasonable discretion, that it would be impossible for Seller to cure the Fuel Resource Failure during the remainder of the Fuel Resource Cure Period, Buyer shall have the right to terminate this Agreement.

If Seller demonstrates to Buyer's reasonable satisfaction that Seller has cured the Fuel Resource Failure at the end of the Fuel Resource Cure Period, Buyer will provide Notice within thirty (30) days of receipt of the applicable report.

**** End of Appendix M ****

APPENDIX N – FORM OF LOW-VOLTAGE SIDE METERING ATTESTATION

[The following Appendix N applies to all Projects utilizing Low-voltage Side Metering]

[Seller's Letterhead]

[Date]

PG&E
Attn:
Street Address
City, State Zip

Subject: Bioenergy Market Adjusting Tariff Power Purchase Agreement ("BioMAT PPA") by and between PG&E and ***[Insert Seller's full legal name]***, a ***[Insert Seller's form of entity and state of registration]*** ("Seller") – Low-voltage Side Metering Attestation

Dear Sir or Madam:

Pursuant to Section 5.2.1.3 of the BioMAT PPA, Seller submits to PG&E this Annual Low-voltage Side Metering Attestation ("Attestation") for the Contract Year that ended on ***[Date]*** ("Contract Year"). Capitalized terms used but not otherwise defined in this Attestation shall have the meanings set forth in the BioMAT PPA.

Seller hereby attests and certifies to PG&E all of the following:

1. This Attestation ***[is] [is not]*** being submitted on or prior to the Annual Low-voltage Side Metering Attestation Deadline.

2. For the duration of the entire Contract Year, the CAISO revenue meter for the Project:

   (a) operated in accordance with the Applicable Standards; and

   (b) was programmed to properly apply, and did properly apply, the Transformer and Line Loss Factor in accordance with the Applicable Standards.

The undersigned is authorized to execute this Attestation on behalf of Seller and has all requisite authority to bind Seller in accordance with the terms of the BioMAT PPA.

[Insert Seller's full legal name, form of entity and state of registration]

By: _____
Name: _____
Title: _____

**** End of Appendix N ****

Electric Sample Form No. 79-1173 Sheet 1
Energy Efficiency Financing Pilot Programs
Authorization or Revocation of Authorization to Release Customer Information

Please Refer to Attached
Sample Form

ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

This *Authorization or Revocation of Authorization to Release Customer Information* ("Authorization"): (1) authorizes Pacific Gas and Electric Company ("PG&E") to release your energy usage data to the Master Servicer, which will release such data to the Data Manager and Contractor Manager, all in accordance with the rules of, and as a condition of your participation in PG&E's Energy Efficiency Financing Pilot Programs ("Programs"), as administered by CAEATFA; or (2) revokes an existing Authorization.

If you do not wish to share your energy usage data as described herein, you are not required to fill out this Authorization, but you will be unable to participate in the Programs.
You may also revoke your authorization at any time after signing this Authorization, but such revocation may lead to the termination of your participation in the Programs and may breach the terms and conditions of your loan or lease agreement with your lender.
Definitions:

"CAEATFA": The California Alternative Energy and Advanced Transportation Financing Authority, a public instrumentality of the State of California, or its agents, that administer the Programs for the California investor-owned utilities, or any successor administrator approved by the California Public Utilities Commission ("CPUC").

"Contractor Manager": An entity hired by and under contract with CAEATFA to manage qualified contractor activity under the Programs. The Contractor Manager will perform quality assurance procedures for which it may require the customer contact information and the installed project information. The Contractor Manager's contract with CAEATFA will require the Contractor Manager to protect the confidentiality of your contact and project information and prevent unauthorized contact and project information from being released to any other entity. CAEATFA may assume the obligations of the Contractor Manager.

"Data Manager": An entity hired by and under contract with CAEATFA solely to collect statewide energy usage data and data regarding the financial products provided to customers participating in the Programs and build a database for the aggregated and anonymized data provided by the Master Servicer. The Data Manager's contract with CAEATFA will require the Data Manager to protect the confidentiality of your usage data and prevent unauthorized disclosure of your usage data to any other entity. CAEATFA may assume the obligations of the Data Manager.

"Master Servicer": An entity hired by and under contract with CAEATFA. The Master Servicer will use customer energy usage data solely to: (1) establish a master file including project and financial product data for each loan and lease enrolled in the Programs; and (2) develop and update financial product servicing data files to be maintained throughout the term during which the loans and leases are enrolled in the Programs. The Master Servicer's contract with CAEATFA requires the Master Servicer to protect the confidentiality of your usage data and prevent unauthorized disclosure of your usage data to any other entity. The Master Servicer will aggregate and anonymize the data for the purpose of evaluating the Programs. CAEATFA may assume the obligations of the Master Servicer.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

* Automated Document, Preliminary Statement, Part A

ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

A: CREATE A NEW AUTHORIZATION

Please complete sections 1-4 (Pages 2-5)

Section 1: Contact Information

(A) First Name: _____

(B) Last Name: _____

(C) Business Name (if applicable): _____

(D) Title of Contact (if applicable): _____

(E) Mailing/Billing Address: Street: _____

City: _____ Zip:___ ___ ___ ___ ___

(F) Phone Number: ___ ___ ___ - ___ ___ ___ - ___ ___ ___ ___

(G) Email Address: _____

Section 2: Authorization Period:

This Authorization is effective upon your execution and authorizes PG&E to release and provide ongoing access to your monthly energy usage data to the Master Servicer (which will release such data to the Data Manager and Contractor Manager in accordance with the rules of the Programs) for the period commencing on the date that is twelve (12) months before the date that you sign this Authorization and ending on **(J)** __ __ / __ __ / __ __ __ __ [*check with your lender and insert the end of your loan or lease term*].

* Automated Document, Preliminary Statement, Part A

ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

Pacific Gas and Electric Company®

Section 3: Service Agreement IDs to be Authorized

RESIDENTIAL ACCOUNTS

Please specify the Service Agreement ID(s) under which you are authorizing the Master Servicer, Data Manager and Contractor Manager to access your energy usage data. Your Account Number (11 digits) and Service Agreement ID (SAID) (10 digits) can be found on your monthly energy statement. If you receive both Gas and Electric service from PG&E, please provide Service Agreement IDs (SAIDs) for both.

☐Gas Service ☐Electric Service ☐Gas and Electric Service

(L1) Service Address Street: _____

City: _____ Zip: ___ ___ ___ ___ ___

(M1) Gas SAID _____ **(N1)** Account Number (first 10 digits) _____

(M2) Electric SAID _____ **(N2)** Account Number (first 10 digits) _____

COMMERCIAL ACCOUNTS

Please list all Service Addresses where you had Energy Efficiency work done as part of your financing agreement. Include all Service Agreement IDs (SAID) and corresponding Utility Account Numbers for those addresses for the fuel source(s) that your contractor has designated as to where you will experience savings. Please only provide the first 10 digits of the Account number.

(L1) Service Address Street: _____

City: _____ Zip: ___ ___ ___ ___ ___

(M1) SAID _____ **(N1)** Account Number (first 10 digits) _____ ☐Gas ☐Electric

(M2) SAID _____ **(N2)** Account Number (first 10 digits) _____ ☐Gas ☐Electric

(M3) SAID _____ **(N3** Account Number (first 10 digits) _____ ☐Gas ☐Electric

(L2) Service Address Street: _____

City: _____ Zip: ___ ___ ___ ___ ___

(M4) SAID _____ **(N4)** Account Number (first 10 digits) _____ ☐Gas ☐Electric

(M5) SAID _____ **(N5)** Account Number (first 10 digits) _____ ☐Gas ☐Electric

(M6) SAID _____ **(N6)** Account Number (first 10 digits) _____ ☐Gas ☐Electric

(For more than two service addresses, please attach additional copies of this page)

* Automated Document, Preliminary Statement, Part A

Section 4: AGREE TO TERMS AND CONDITIONS

Important information: Please read carefully. This is a legally binding agreement.

By signing this Authorization, you are authorizing the Master Servicer, Data Manager and Contractor Manager for the Programs to have access to your PG&E energy usage data, consisting of your electricity and natural gas usage data, for the property where you have installed eligible Program measures. Your PG&E energy usage data is independent from any information that a bank or other lender may require you to provide as a condition of your participation in the Programs.

Once you authorize the release of your energy usage data to the Master Servicer, the Data Manager and the Contractor Manager, these entities and not PG&E or your lender, are responsible for ensuring the safety and security of your information.

By checking the box and signing below, you attest that you have read, understood, agree and authorize PG&E to release the requested information on your account(s) to the Master Servicer, (which will release such data to the Data Manager and the Contractor Manager in accordance with the rules of the Programs), and you hereby release, hold harmless and indemnify PG&E from any liability, claims, demands, causes of action, damages or expenses arising out of or in connection with:

1. Any release of information to the Master Servicer and/or the Data Manager and/or Contractor Manager pursuant to this Authorization;

2. The unauthorized use of this information by the Master Servicer and/or the Data Manager and/or the Contractor Manager; and/or

3. Any actions taken by the Master Servicer and/or the Data Manager and/or the Contractor Manager pursuant to their receipt of your energy usage data.

You also understand and acknowledge that you may revoke this Authorization at any time by completing and submitting to PG&E Section B of this Authorization or via My Energy if you have provided a MyEnergy User Name. Your participation in the Programs may be terminated if you revoke this Authorization during your participation in the Programs, and such revocation may breach the terms and conditions of your loan or lease agreement with your lender.

I understand that thisform 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.

Finally, you consent to receive transactional emails regarding this Authorization.

Please check the appropriate box below and sign and date this Authorization.

ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

☐ I, **(P)**_____ [print name of authorized signatory], authorize PG&E to provide the Master Servicer access to the energy usage data from the designated accounts in accordance with these terms and conditions. I understand that, pursuant to such authorization and in accordance with the rules of the Programs, the Master Servicer will release such energy usage data to the Data Manager and the Contractor Manager.

By signing below, I declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer and that I have authority to financially bind the Customer. I understand PG&E reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. [*This Authorization must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality)*.].

(Q) _____

AUTHORIZED CUSTOMER SIGNATURE

_____

PRINT NAME

_____

TITLE

(R) _____

DATE

* Automated Document, Preliminary Statement, Part A

ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

B: REVOKE AN EXISTING AUTHORIZATION

Section 1: Contact Information

I understand that I may revoke this Authorization at any time by filling out this revocation and executing below. Revoking this Authorization may breach the terms and conditions of your loan or lease agreement with your lender.

- ***Contact Information:***

(A) First Name: _____

(B) Last Name: _____

(C) Business Name (if applicable): _____

(D) Title of Contact (if applicable): _____

(E) Mailing/Billing Address: Street: _____

City: _____ Zip:___ ___ ___ ___ ___

(F) Phone Number: ___ ___ ___ - ___ ___ ___ - ___ ___ ___ ___

(G) Email Address: _____

Service Agreement IDs to be revoked:

Please provide the Service Agreement ID associated with the Authorization you wish to revoke. Your Account Number and Service Agreement ID can be found on your PG&E bill. If you receive both Gas and Electric service from PG&E, please provide Service Agreement IDs (SAIDs) for both. (The SAIDs are located in the "Details of Gas/Electric" part of your monthly Energy Statement and is 10 digits long. The Account Number is located at the top right corner of your monthly Energy Statement and is 10 digits long)

(L) Service Address Street: _____

City: _____ Zip:___ ___ ___ ___ ___

(M1) Gas SAID _____ **(N1)** Account Number _____

(M2) Electric SAID _____ **(N2)** Account Number _____

(For additional Service Addresses or SAIDs, please attach additional copies of this page)

- ***Subscription ID:***

Please provide the Subscription ID associated with the Authorization you wish to revoke. Your Subscription ID can be found in the confirmation email sent to you when the Authorization was initially created.

Subscription ID (if available): _____

* Automated Document, Preliminary Statement, Part A

ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

TO REVOKE AN EXISTING AUTHORIZATION

☐ **(P)** I, _____ [print name of authorized signatory], instruct PG&E to cease to provide the Master Servicer access to the energy usage data from the designated accounts in accordance with these terms and conditions.
By signing below, I declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer and that I have authority to financially bind the Customer. I understand PG&E reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. [*This Authorization must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality)*.].

(Q) _____
AUTHORIZED CUSTOMER SIGNATURE

_____
PRINT NAME

_____
TITLE

(R) _____
DATE

C: SUBMIT AUTHORIZATION

This Authorization must be sent according to the following instructions:

Instructions for lenders – Please include an executed Authorization with your loan enrollment or project pre-approval request to CAEATFA per Program instructions. Additional information can be found on CAEATFA's website: www.treasurer.ca.gov/CAEATFA/cheef.

Instructions for customers to revoke an existing Authorization – Please send the executed Authorization by email to 3PFinancing@pge.com, or by mail to PG&E, 77 Beale Street, 3rd Floor (Mail Code B3B), San Francisco, CA 94105.

* Automated Document, Preliminary Statement, Part A

Electric Sample Form No. 79-1174 Sheet 1
Rule 21 Generator Interconnection Application

Please Refer to Attached
Sample Form

FORM 79-1174 - ATTACHMENT A – INTERCONNECTION APPLICATION - CUSTOMER AND PROJECT INFORMATION

Part I - Selecting the Study Process[1]

This Application is not applicable for incentives and/or rebates offered by the Energy Resources Conservation and Development Commission (CEC), the CPUC or any other entity. Please contact those agencies directly or on their respective websites:

www.energy.ca.gov and www.cpuc.ca.gov.

Please check one:

- ❑ Fast Track Process.
- ❑ Detailed Study (not typical)
  - Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

Part II – Identifying the Generating Facility Location and Responsible Parties

Project Name:

A. Generating Facility Account Information (What electric service will the Generating Facility be interconnected for parallel operation with PG&E? For aggregated electric accounts provide the primary account and meter information).

Name shown on PG&E service account	Electric Service Agreement ID number - 10-digits	Electric Badge (Meter) Number - 6-10 digits (alpha numeric)

NOTE: ***Customer Electric account must match the customer's utility bill account information.***

		CA	
Meter Location Street Address	City	State	Zip - 5-digits

Please check all that apply:

- ❑ A New Generating Facility interconnection (at an existing service).
- ❑ Physical Changes to an interconnected Generating Facility with previous approval by PG&E (adding PV panels, adding energy storage as an addition or enhancement, changing inverters/turbines or changing load and/or operations).
- ❑ A New interconnection in conjunction with a new service.
  - An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000 or Rule21Gen@pge.com.
- ❑ An Interconnection under Direct Access (DA).

[1] For selection of Study Process for Exporting Generating Facilities, please complete the Rule 21 Exporting Generating Facility Interconnection Request Form 79-1145.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

- Customers applying for interconnection who are served under Direct Access by an Electric Service Provider (ESP) must contact their ESP directly for information regarding the options available under their Direct Access contract.

☐ An Interconnection under Community Choice Aggregation Service (CCA Service).

- Customers applying for interconnection who are served under Community Choice Aggregation Service (CCA Service) by a Community Choice Aggregator (CCA) must contact their CCA directly for information regarding the options available under their CCA Service Program.

☐ An interconnected non-exporting Generating Facility (load always exceeds generation).

B. Customer Account Contact Information -

Mailing Address			
City		State	Zip - 5-digits
( ) -_____ Business Phone	( ) -_____ Home Phone	Fax	Email

C. Contractor Information (Must be completed even if Contractor will not serve as a PG&E contact).

Contact	Company Name	
Mailing Address		
City	State	Zip - 5-digits
( ) - Business Phone	( ) - Fax	Email
☐ Yes ☐ No Does Installer have Contractors State License Board (CSLB) Number?	Contractors State License Board Number	

D. Project Contact Information (Who is the project manager for this Generating Facility?)

Contact	Company Name	
Mailing Address		
City	State	Zip - 5-digits

CUSTOMER AND PROJECT INFORMATION

( ) -	( ) -	
Business Phone	Fax	Email

What is the **maximum 3-phase fault current** that will be contributed by the Generating Facility to a 3-phase fault at the Point of Common Coupling (PCC)? (If the Generating Facility is single phase in design, please provide the contribution for a line-to-line fault).	_____ Amps
Please indicate the **short circuit interrupting rating** of the host Customer facility's service panel:	_____ Amps

Refer to PG&E's Rule 21, Section G, for significance and additional information. To determine this value, any transformers and/or significant lengths of interconnecting conductor used between each of the Generators (if there are more than one) that make up the Generating Facility and the PCC must be taken into account. The details, impedance, and arrangement of such transformers and interconnecting conductors should be shown on the single-line diagram that is provided. Consult an electrical engineer or the equipment supplier if assistance is needed in answering this question.

It is expected that most Applicants will want to reserve the flexibility to operate any or all of their Generators in parallel. If the design of the proposed Generating Facility limits the amount of generation that may be interconnected at any time to PG&E's Distribution System, please describe the assumptions used in calculating the maximum fault current contribution value.

E. Customer Impacted by a Natural or Man-Made Disaster

Customers who were taking service on the NEM tariff prior to the total or partial destruction of their system have the option to resume service on the same NEM tariff if a request for reapplication is received within two years from the date of destruction. To be eligible for this provision, all the following must be true:

1. You are the same PG&E customer of record pre-system destruction

2. You are now reapplying with a system that is sized to your most recent 12 months usage, or estimated usage that is determined by building size[2] (if applicable)

3. You are not operating the new (either completely new or partially new) system without written permission from PG&E

4. Your NEM Transition Period has not expired at the time of reapplication (see NEM Tariff)

Based on the above, select the appropriate box (check one):

☐ I am a Customer who was impacted by a Natural or Man-Made Disaster as described in the NEM Tariffs and the above statements are true. I will submit my application online at https://www.egi-pge.com/ and will include the complete system currently onsite on the single line diagram. If my previous system was destroyed, I will also state this on the single line diagram.

☐ I am either ineligible for this provision or this provision does not apply to my application. In either case, I will submit my application online at https://www.egi-pge.com/ .

[2] Building Size Calculation: Sq Ft X 3.23. Note: 2 watts/sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT NX
NON-EXPORT

Interconnection Agreement Type

Please select one option below:

☐ Non-Export A Generating Facility Interconnection Agreement that provides for parallel operation of the Generating Facility, but does not provide for exporting power to PG&E's Distribution System. This non-export agreement, however does allow the occasional and uncompensated export of energy to PG&E's Distribution System for less than 2 seconds in duration.

☐ Uncompensated Export A Generating Facility Interconnection Export Addendum that provides for parallel operation of the Generating Facility and the occasional, continuous, non-compensated, export of generator facilities sized 2 MW or less to PG&E's Distribution System. Continuous export is export greater than 60 seconds in duration. This addendum must be executed in concert with the generating facility interconnection agreement.

Third Party Generating Facility Ownership

☐ Third Party Owned Generating Facility A Generating Facility Interconnection Agreement that provides for parallel operation of the 3rd Party owned Generating Facility, but does not provide for exporting energy to PG&E's Distribution System; as well as a Customer Generation Agreement that defines the relationship between the Customer whose name appears on PG&E's electric service account. If this option is chosen, please complete the Third Party Generating Facility Ownership section below.

Customer Generation Agreement (CGA) (for 3rd Party Generator on Premises) Information (Please identify the PG&E Customer of Record where Generating Facility will be installed). CGA is not applicable to Net Energy Metering (NEM) Applicants because PG&E and the Customer, not the 3rd Party if any, must enter into the Net Energy Metering Interconnection Agreement.

Company Name to be entered on CGA	**Legal Title of Host Facility to be entered on CGA**	
Person Executing the CGA	**Title of Person Executing the CGA**	
	( ) ____ - _____	
Mailing Address	**Phone**	**E-Mail**

Generating Facility Interconnection Agreement (GFIA) for 3rd Party Owner – GFIA Information

☐ Generating Facility Interconnection Agreement (GFIA) for 3rd Party Owner will be executed by Contractor

Please identify the Party that will own the Generating Facility.
This Section is not applicable to Net Energy Metering (NEM) Applicants because PG&E and the Customer, not the 3rd Party if any, must enter into the Net Energy Metering Interconnection Agreement.

Company Name to be entered on GFIA	**Legal Title of Company to be entered on GFIA**	
	( ) ____ - _____	
Mailing Address	**Phone**	**E-Mail**

Part II – Generating Facility Operational Details

Operating Modes:

☐ **Parallel Operation:** The Generating Facility will interconnect and operate "in parallel" with PG&E's Distribution System for more than one (1) second.

Please supply all of the information requested for the Generating Facility. Be sure to supply adequate information including diagrams and written descriptions regarding the protective relays that will be used to detect faults or abnormal operating conditions on PG&E's Distribution System.

☐ **Inadvertent Export:** The Generating Facility will interconnect and operate, providing unscheduled and uncompensated export of real power for a duration exceeding two (2) seconds but fewer than sixty (60) seconds. The expected frequency of "inadvertent export" occurrences should be less than two occurrences per 24-hour period. Protective Functions, technical requirements and operational limitations are described in Rule 21, Section M.

Be sure to supply adequate information including diagrams and written descriptions regarding the switching device or scheme that will be used to limit the parallel operation period to one second or less. Please also describe the back up or protective device and controls that will trip the Generating Facility should the transfer switch or scheme not complete the transfer in one second or less.

☐ **Momentary Parallel Operation (MP):** The Generating Facility will interconnect and operate on a "momentary parallel" basis with PG&E's Distribution System for a duration of one (1) second or less through transfer switches or operating schemes specifically designed and engineered for such operation.

Be sure to supply adequate information including diagrams and written descriptions regarding the switching device or scheme that will be used to limit the parallel operation period to one second or less. Please also describe the back up or protective device and controls that will trip the Generating Facility should the transfer switch or scheme not complete the transfer in one second or less.

☐ **Isolated Operation (I):** The Generating Facility will be "isolated" and prevented from becoming interconnected with PG&E's Distribution System through a transfer switch or operating scheme specifically designed and engineered for such operation.

Be sure to supply adequate information including diagrams and written descriptions regarding the isolating switching device or scheme that will be used to prevent the Generating Facility from operating in parallel with PG&E's Distribution System.

Parallel and Inadvertent Export Options

- ❑ A **reverse-power protection device** will be installed to measure any export of power and trip the Generating Facility or open an intertie breaker to isolate the Generating Facility if limits are exceeded.

- ❑ An **under-power protection device** will be installed to measure the inflow of power and trip or reduce the output of the Generating Facility if limits are not maintained.

- ❑ The Generating Facility Interconnection Facility equipment has been **certified as non-islanding and the incidental export of power will be limited by the design of the interconnection**. If this option is to be used, the nominal ampere rating of the service entrance equipment (service panel rating) that is used by the host Customer facility is: _____.

- ❑ The **Gross Nameplate Rating of the Generating Facility will not exceed 50% of the host Customer facility's minimum electrical load over the past 12 months**. If this option is to be used, the minimum load of the host Customer facility must be stated in the space provided above.

The Generating Facility **completely offset their facility load** by being (a) optimally sized to meet their peak demand with load following functionality on the Generator controls and (b) ensuring conditional (inadvertent) export of electric power from the Generation Facility to Distribution Provider's Distribution or Transmission System occurs no more frequently than twice in any 24 hour period and the exports are greater than 2 seconds but no more than more than 60 seconds.

With the approval of PG&E, a Producer that wishes to retain the option to export power from a Generating Facility to PG&E's Distribution System may use a different protection scheme that provides for the detection of faults and other abnormal operating conditions.

Please indicate

- ❑ Standby / Emergency / Backup – Where the Generating Facility will normally be operated only when PG&E's electric service is not available.

- ❑ Qualifying Facility (QF) Status will be obtained from the FERC for this Generating Facility.

  Instructions and Notes: Parties operating Generating Facilities (QF) complying with all of the requirements for qualification as either a small power production facility or cogeneration facility pursuant to the regulations of the FERC (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 (16 U.S.C.A. Section 796, et seq.), or any successor requirements for Qualifying Facilities, may seek certification from FERC to have the Generating Facility designated as a Qualifying Facility or "QF." In summary, QFs are Generating Facilities using renewable or alternative fuels as a primary energy source or facilities that utilize the thermal energy given off by the generation process for some other useful purpose. QFs enjoy certain rights and privileges not available to non-QF Generating Facilities.

  QF status is not required to interconnect and operate in parallel with PG&E's Distribution System.

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT EX
EXPORT

hDescribing the Export Operation

Interconnection Service Requirements: (Please select one box below)

☐ Existing Service (currently metered PG&E service)

☐ New Generation-only Service (no load other than ancillary required for Generating Facility)
NEMVMASH participants must select either this option or the next

☐ New Generation-only Meter Tap (at location of existing service)
NEMV applicants must select this option

If new generation-only service is needed, please indicate the requested voltage level: (Please select one box below)

☐ Secondary (up to 480V)

☐ Primary (up to 59 kV)

☐ Transmission (60 kV and up)

Power Export:

Generator Nameplate[1] Export (kW) _____

Maximum Expected Facility Net Export (kW) _____

Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEM customers.

☐ Is the proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland where the zip code is 94607 or 94612?

[1] Please note that for Generating Facilities larger than 1 MW interconnecting to existing secondary voltage services, the revenue meter may require power loss adjustment.

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT T1
SOLAR (PV) TECHNOLOGY

Part IV Cont'd - Describing the Generating Facility and Host Customer's Electrical Facilities

For other solar generation technologies not utilizing inverters please use attachment F.

Please complete the following table for the specific generator technology indicated.

Instructions				
Inverter	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
Please indicate the number of each "**type" and quantity** of Generator being installed Be sure all Generators classified as one "type" are identical in all respects. If only one type of Generator is to be used, only one column needs to be completed.				
A - Generator/Inverter Manufacturer Enter the brand name of the Generator.				
B - Generator/Inverter Model Enter the model name or number assigned by the manufacturer of the Generator.				
C - Generator/Inverter Software Version If this Generator's control and or protective functions are dependent on a software program supplied by the manufacturer of the equipment, please provide the version or release number for the software that will be used.				
D - Is the Generator/Inverter certified? Is the Generator Certified by a Nationally Recognized Testing Laboratory (NRTL) according to Rule 21? Answer "Yes" only if the Generator manufacturer can or has provided certification data. See PG&E's Rule 21, Section L for additional information regarding Generator certification.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

SOLAR (PV) TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
E - Modules.	_____ Manufacturer _____ Model #. _____ Quantity	_____ Manufacturer _____ Model #. _____ Quantity	_____ Manufacturer _____ Model #. _____ Quantity	_____ Manufacturer _____ Model #. _____ Quantity
F - Gross Nameplate Rating (kVA) This is the capacity value normally supplied by the manufacturer and stamped on the Generator's nameplate. This value is not required where the manufacturer provides only a kW rating. However, where both kVA and kW values are available, please indicate both.				
G - Operating Voltage This value should be the voltage rating designated by the manufacturer and used in this Generating Facility. Please indicate phase-to-phase voltages for 3-phase installations. See PG&E's Rule 21, Section H.2.b. and Table H.1., for additional information.				
H - Power Factor Rating This value should be the nominal power factor rating designated by the manufacturer for the Generator. See PG&E's Rule 21, Section H.2.i. for additional information.				
I - PF Adjustment Range Where the power factor of the Generator is adjustable, please indicate the maximum and minimum operating values. See PG&E's Rule 21, Section H.2.i.				
J - Wiring Configuration Please indicate whether the Generator is a single-phase or three-phase device. See PG&E's Rule 21, Section H.3.				

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT T1
SOLAR (PV) TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
K - AC Disconnect For systems requiring an AC Disconnect only, please include the requested information about the AC Disconnect. See PG&E's Rule 21, Section H.1.d Located within 10 feet of the PG&E meter?	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No
L - Lineside Tap PG&E has special requirements for a lineside tap. Contact PG&E at: Rule21Gen@PGE.com for more information.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

Part II Solar Statistics Data Fields

Per Appendix A of CPUC D. 14-11-001, the following data fields must all be completed, in their entirety, in order to initiate PG&E's interconnection review of the proposed Generating Facility. *Only complete Part II if the solar generating facility is serving as part of a Net Energy Metering (NEM) arrangement..*

A. Customer Sector (Check one)

- ❑ Residential ❑ Educational ❑ Industrial
- ❑ Commercial ❑ Military ❑ Non-Profit
- ❑ Other Government

B. Are Performance Monitoring and Reporting Services (PMRS) being utilized?

❑ Yes ❑ No

If yes, please indicate who is receiving the data? (check all that apply)

❑ Customer

❑ 3rd Party (list name) _____

C. Are there electric vehicles charging on site at the above generating facility address?

❑ Yes ❑ No

If yes, please indicate how many electric vehicles _____

SOLAR (PV) TECHNOLOGY

D. System Ownership and Financing

i. System Owner (check one):

❑ PG&E Customer Owned

If PG&E Customer Owned, please answer the following:

Indicate the System Cost paid by Customer: $_____

Property Assessed Clean Energy (PACE) Financed?

❑ Yes ❑ No

If Yes, PACE financed by which entity? _____

❑ Third Party Owned

If Third Party Owned, please answer the following:

Claimed Federal Investment Tax Credit (ITC) Cost Basis: $_____

Name of Developer at the time of sale:

_____

Contract Type: ❑ PPA ❑ Lease ❑ Pre-Paid Lease ❑ Other _____

ii. Rebate Information:

Did you participate in a California rebate program? ❑ Yes ❑ No

Please indicate the rebate program that you participated in: _____

Rebate Amount: $_____

E. Additional Generating Facility Information (Solar PV Only)

i. Mounting Method: ❑ Rooftop ❑ Ground ❑ Mixed

ii. Tracking Type: ❑ Fixed ❑ Single-Axis ❑ Dual-Axis ❑ Mixed

If fixed, please indicate: Tilt: _____degrees Azimuth: _____degrees

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT T2
WIND TURBINE TECHNOLOGY

Please complete the following table for the specific generator technology indicated.

Instructions				
Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
Please indicate the number of each "**type" and quantity** of Generator being installed Be sure all Generators classified as one "type" are identical in all respects. If only one type of Generator is to be used, only one column needs to be completed.				
A - Generator/Inverter Manufacturer Enter the brand name of the Generator.				
B - Generator/Inverter Model Enter the model name or number assigned by the manufacturer of the Generator.				
C - Generator/Inverter Software Version If this Generator's control and or protective functions are dependent on a software program supplied by the manufacturer of the equipment, please provide the version or release number for the software that will be used.				
D - Is the Inverter certified? Is the Generator Certified by a Nationally Recognized Testing Laboratory (NRTL) according to Rule 21? Answer "Yes" only if the Generator manufacturer can or has provided certification data. See PG&E's Rule 21, Section L for additional information regarding Generator certification.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____Yes ____ No

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT T2
WIND TURBINE TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
E - Generator Design Please indicate the design of each Generator. Designate "Inverter" anytime an inverter is used as the interface between the Generator and the electric system regardless of the primary power production/storage device used.	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter
F - Gross Nameplate Rating (kVA) This is the capacity value normally supplied by the manufacturer and stamped on the Generator's nameplate. This value is not required where the manufacturer provides only a kW rating. However, where both kVA and kW values are available, please indicate both.				
G - Operating Voltage This value should be the voltage rating designated by the manufacturer and used in this Generating Facility. Please indicate phase-to-phase voltages for 3-phase installations. See PG&E's Rule 21, Section H.2.b. and Table H.1., for additional information.				
H - Power Factor Rating This value should be the nominal power factor rating designated by the manufacturer for the Generator. See PG&E's Rule 21, Section H.2.i. for additional information.				
I - PF Adjustment Range Where the power factor of the Generator is adjustable, please indicate the maximum and minimum operating values. See PG&E's Rule 21, Section H.2.i.				
J - Wiring Configuration Please indicate whether the Generator is a single-phase or three-phase device. See PG&E's Rule 21, Section H.3.				
K - (MP) 3-Phase Winding Configuration (Choose One) For three-phase generating units, please indicate the configuration of the Generator's windings or inverter systems.	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT T2
WIND TURBINE TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
L - (MP) Neutral Grounding System Used (Choose One) Wye connected generating units are often grounded – either through a resistor or directly, depending upon the nature of the electrical system to which the Generator is connected. If the grounding method used at this facility is not listed, please attach additional descriptive information.	___ Ungrounded ___ Solidly Grounded ___ Ground Resistor ___ Ohms	___ Ungrounded ___ Solidly Grounded ___ Ground Resistor ___ Ohms	___ Ungrounded ___ Solidly Grounded ___ Ground Resistor ___ Ohms	___ Ungrounded ___ Solidly Grounded ___ Ground Resistor ___ Ohms
M - *Induction Generators Only:* Locked Rotor Current: ***Stator Resistance:*** Stator Leakage Reactance: Rotor Resistance: Rotor Leakage Reactance: If the Generator is of an induction design, please provide the "locked rotor current" value supplied by the manufacturer. If this value is not available, the stator resistance, stator leakage reactance, rotor resistance, rotor leakage reactance values supplied by the manufacturer may be used to determine the locked rotor current. If the Generator's Gross Nameplate Capacity is 10 MW or greater, PG&E may request additional data to better model the nature and behavior of the Generator with relation to its Distribution System.	_____ (Amps) _____(%) _____(%) _____(%) _____(%)	_____ (Amps) _____(%) _____(%) _____(%) _____(%)	_____ (Amps) _____(%) _____(%) _____(%) _____(%)	_____ (Amps) _____(%) _____(%) _____(%) _____(%)
N - Short Circuit Current Produced by Generator:	_____ (Amps)	_____ (Amps)	_____ (Amps)	_____ (Amps)
O - AC Disconnect For systems requiring an AC Disconnect only, please include the requested information about the AC Disconnect. See PG&E's Rule 21, Section H.1.d Located within 10 feet of the PG&E meter?	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No
P - Lineside Tap PG&E has special requirements for a lineside tap. Contact PG&E at: Rule21Gen@PGE.com for more information.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT T3
MACHINE-BASED TECHNOLOGY

Please complete the following table for the specific generator technology indicated.

Instructions				
Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
Please indicate the number of each "**type" and quantity** of Generator being installed. Be sure all Generators classified as one "type" are identical in all respects. If only one type of Generator is to be used, only one column needs to be completed.				
A - Generator/Inverter Manufacturer Enter the brand name of the Generator.				
B - Generator/Inverter Model Enter the model name or number assigned by the manufacturer of the Generator.				
C - Generator/Inverter Software Version If this Generator's control and or protective functions are dependent on a software program supplied by the manufacturer of the equipment, please provide the version or release number for the software that will be used.				
D - Is the Generator/Inverter certified? Is the Generator Certified by a Nationally Recognized Testing Laboratory (NRTL) according to Rule 21? Answer "Yes" only if the Generator manufacturer can or has provided certification data. See PG&E's Rule 21, Section L for additional information regarding Generator certification.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

MACHINE-BASED TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
E - Generator Design Please indicate the design of each Generator. Designate "Inverter" anytime an inverter is used as the interface between the Generator and the electric system regardless of the primary power production/storage device used.	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter
F - Gross Nameplate Rating (kVA) This is the capacity value normally supplied by the manufacturer and stamped on the Generator's nameplate. This value is not required where the manufacturer provides only a kW rating. However, where both kVA and kW values are available, please indicate both.				
G - Operating Voltage This value should be the voltage rating designated by the manufacturer and used in this Generating Facility. Please indicate phase-to-phase voltages for 3-phase installations. See PG&E's Rule 21, Section H.2.b. and Table H.1., for additional information.				
H - Power Factor Rating This value should be the nominal power factor rating designated by the manufacturer for the Generator. See PG&E's Rule 21, Section H.2.i. for additional information.				
I - PF Adjustment Range Where the power factor of the Generator is adjustable, please indicate the maximum and minimum operating values. See PG&E's Rule 21, Section H.2.i.				
J - Wiring Configuration Please indicate whether the Generator is a single-phase or three-phase device. See PG&E's Rule 21, Section H.3.				
K - (MP) 3-Phase Winding Configuration (Choose One) For three-phase generating units, please indicate the configuration of the Generator's windings or inverter systems.	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye

MACHINE-BASED TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
L - (MP) Neutral Grounding System Used (Choose One) Wye connected generating units are often grounded – either through a resistor or directly, depending upon the nature of the electrical system to which the Generator is connected. If the grounding method used at this facility is not listed, please attach additional descriptive information.	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms
M – *Synchronous Generators Only:* If the Generator is of a synchronous design, please provide the synchronous reactance, transient reactance, and subtransient reactance values supplied by the manufacturer. This information is necessary to determine the short circuit contribution of the Generator and as data in load flow and short circuit computer models of PG&E's Distribution System. If the Generator's Gross Nameplate Capacity is 10 MW or greater, PG&E may request additional data to better model the nature and behavior of the Generator with relation to its Distribution System.				
Synchronous Reactance:	_____ (Xd %)	_____ (Xd %)	_____ (Xd %)	_____ (Xd %)
Transient Reactance:	_____ (Xd %)	_____ (Xd %)	_____ (Xd %)	_____ (Xd %)
Subtransient Reactance:	_____ (Xd %)	_____ (Xd %)	_____ (Xd %)	_____ (Xd %)
N - *Induction Generators Only:*				
Locked Rotor Current:	_____ (Amps)	_____ (Amps)	_____ (Amps)	_____ (Amps)
Stator Resistance:	_____(%)	_____(%)	_____(%)	_____(%)
Stator Leakage Reactance:	_____(%)	_____(%)	_____(%)	_____(%)
Rotor Resistance:	_____(%)	_____(%)	_____(%)	_____(%)
Rotor Leakage Reactance:	_____(%)	_____(%)	_____(%)	_____(%)
If the Generator is of an induction design, please provide the "locked rotor current" value supplied by the manufacturer. If this value is not available, the stator resistance, stator leakage reactance, rotor resistance, rotor leakage reactance values supplied by the manufacturer may be used to determine the locked rotor current. If the Generator's Gross Nameplate Capacity is 10 MW or greater, PG&E may request additional data to better model the nature and behavior of the Generator with relation to its Distribution System.				

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT T3
MACHINE-BASED TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
O - Short Circuit Current Produced by Generator	_____ (Amps)	_____ (Amps)	_____ (Amps)	_____ (Amps)
P – *For Generators that are Started as a "Motor" Only:* This information is needed only for Generators that are started by "motoring" the generator. See PG&E's Rule 21, Sections L.3.d. and L.7.b. for significance and additional information. If this question was answered in Part IV, question C of this Application, it need not be answered here. 1. In-Rush Current: 2. Host Customer's Service Entrance Panel (Main Panel) Continuous Current Rating:	_____ (Amps) _____ (Amps)	_____ (Amps) _____ (Amps)	_____ (Amps) _____ (Amps)	_____ (Amps) _____ (Amps)
Q – Prime Mover Type Please indicate the type and fuel used as the prime mover or source of energy for the Generator. 1 = Natural Gas 2 = Diesel Fueled 3 = Other Fuel	1 2 3	1 2 3	1 2 3	1 2 3
R - AC Disconnect For systems requiring an AC Disconnect only, please include the requested information about the AC Disconnect. See PG&E's Rule 21, Section H.1.d Located within 10 feet of the PG&E meter?	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No
S - Lineside Tap PG&E has special requirements for a lineside tap. Contact PG&E at: Rule21Gen@PGE.com for more information.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT T4
FUEL CELL TECHNOLOGY

Part IV Cont'd - Describing the Generating Facility and Host Customer's Electrical Facilities

Please complete the following table for the specific generator technology indicated.

Instructions				
Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
Please indicate the number of each "**type" and quantity** of Generator being installed. Be sure all Generators classified as one "type" are identical in all respects. If only one type of Generator is to be used, only one column needs to be completed.				
A - Generator/Inverter Manufacturer Enter the brand name of the Generator.				
B - Generator/Inverter Model Enter the model name or number assigned by the manufacturer of the Generator.				
C - Generator/Inverter Software Version If this Generator's control and or protective functions are dependent on a software program supplied by the manufacturer of the equipment, please provide the version or release number for the software that will be used.				
D - Is the Generator/Inverter certified? Is the Generator Certified by a Nationally Recognized Testing Laboratory (NRTL) according to Rule 21? Answer "Yes" only if the Generator manufacturer can or has provided certification data. See PG&E's Rule 21, Section L for additional information regarding Generator certification.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT T4
FUEL CELL TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
E - Generator Design Please indicate the design of each Generator. Designate "Inverter" anytime an inverter is used as the interface between the Generator and the electric system regardless of the primary power production/storage device used.	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter
F - Gross Nameplate Rating (kVA) This is the capacity value normally supplied by the manufacturer and stamped on the Generator's nameplate. This value is not required where the manufacturer provides only a kW rating. However, where both kVA and kW values are available, please indicate both.				
G - Operating Voltage This value should be the voltage rating designated by the manufacturer and used in this Generating Facility. Please indicate phase-to-phase voltages for 3-phase installations. See PG&E's Rule 21, Section H.2.b. and Table H.1., for additional information.				
H - Power Factor Rating This value should be the nominal power factor rating designated by the manufacturer for the Generator. See PG&E's Rule 21, Section H.2.i. for additional information.				
I - PF Adjustment Range Where the power factor of the Generator is adjustable, please indicate the maximum and minimum operating values. See PG&E's Rule 21, Section H.2.i.				
J - Wiring Configuration Please indicate whether the Generator is a single-phase or three-phase device. See PG&E's Rule 21, Section H.3.				
K - (MP) 3-Phase Winding Configuration (Choose One) For three-phase generating units, please indicate the configuration of the Generator's windings or inverter systems.	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye
Generator Information	Existing	Existing	New	New

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT T4
FUEL CELL TECHNOLOGY

	Generator type 1	Generator type 2	Generator type 1	Generator type 2
L - (MP) Neutral Grounding System Used (Choose One) Wye connected generating units are often grounded – either through a resistor or directly, depending upon the nature of the electrical system to which the Generator is connected. If the grounding method used at this facility is not listed, please attach additional descriptive information.	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms
M - Short Circuit Current Produced by Generator	_____ (Amps)	_____ (Amps)	_____ (Amps)	_____ (Amps)
N – Prime Mover Type Please indicate the type and fuel used as the prime mover or source of energy for the Generator. 1 = Natural Gas 2 = Diesel Fueled 3 = Other Fuel	1 2 3	1 2 3	1 2 3	1 2 3
O - AC Disconnect For systems requiring an AC Disconnect only, please include the requested information about the AC Disconnect. See PG&E's Rule 21, Section H.1.d Located within 10 feet of the PG&E meter?	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No
P - Lineside Tap PG&E has special requirements for a lineside tap. Contact PG&E at: Rule21Gen@PGE.com for more information.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT T5
ENERGY STORAGE TECHNOLOGY

Please complete the following table for the specific generator technology indicated.

Instructions				
Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
# Please indicate the number of each "**type" and quantity** of Generator being installed. Be sure all Generators classified as one "type" are identical in all respects. If only one type of Generator is to be used, only one column needs to be completed.				
A - Generator/Inverter Manufacturer Enter the brand name of the Generator.				
B - Generator/Inverter Model Enter the model name or number assigned by the manufacturer of the Generator.				
C - Generator/Inverter Software Version If this Generator's control and or protective functions are dependent on a software program supplied by the manufacturer of the equipment, please provide the version or release number for the software that will be used.				
D - Is the Generator/Inverter certified? Is the Generator Certified by a Nationally Recognized Testing Laboratory (NRTL) according to Rule 21? Answer "Yes" only if the Generator manufacturer can or has provided certification data. See PG&E's Rule 21, Section L for additional information regarding Generator certification.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

ENERGY STORAGE TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
E - Generator Design Please indicate the design of each Generator. Designate "Inverter" anytime an inverter is used as the interface between the Generator and the electric system regardless of the primary power production/storage device used.	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter	__ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter
F - Gross Nameplate Rating (kVA) This is the capacity value normally supplied by the manufacturer and stamped on the Generator's nameplate. This value is not required where the manufacturer provides only a kW rating. However, where both kVA and kW values are available, please indicate both.				
G - Energy Storage Electrical Source Function (in addition, please complete section: "Additional Information Required for Energy Storage") List (if any) device(s) used to limit discharge (Inverter, Power Control, etc.)	Max kWh Capacity: _____ Rated kW Discharge: _____ Max kW Discharge: _____ _____ _____ _____ _____	Max kWh Capacity: _____ Rated kW Discharge: _____ Max kW Discharge: _____ _____ _____ _____ _____	Max kWh Capacity: _____ Rated kW Discharge: _____ Max kW Discharge: _____ _____ _____ _____ _____	Max kWh Capacity: _____ Rated kW Discharge: _____ Max kW Discharge: _____ _____ _____ _____ _____
H - Operating Voltage This value should be the voltage rating designated by the manufacturer and used in this Generating Facility. Please indicate phase-to-phase voltages for 3-phase installations. See PG&E's Rule 21, Section H.2.b. and Table H.1., for additional information.				

ENERGY STORAGE TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
I - Power Factor Rating This value should be the nominal power factor rating designated by the manufacturer for the Generator. See PG&E's Rule 21, Section H.2.i. for additional information.				
J - PF Adjustment Range Where the power factor of the Generator is adjustable, please indicate the maximum and minimum operating values. See PG&E's Rule 21, Section H.2.i.				
K - Wiring Configuration Please indicate whether the Generator is a single-phase or three-phase device. See PG&E's Rule 21, Section H.3.				
L - (MP) 3-Phase Winding Configuration (Choose One) For three-phase generating units, please indicate the configuration of the Generator's windings or inverter systems.	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye
M - (MP) Neutral Grounding System Used (Choose One) Wye connected generating units are often grounded – either through a resistor or directly, depending upon the nature of the electrical system to which the Generator is connected. If the grounding method used at this facility is not listed, please attach additional descriptive information.	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms
N - Short Circuit Current Produced by Generator	_____ (Amps)	_____ (Amps)	_____ (Amps)	_____ (Amps)
O – Prime Mover Type Please indicate the type and fuel used as the prime mover or source of energy for the Generator. 1 = Natural Gas 2 = Diesel Fueled 3 = Other Fuel	1 2 3	1 2 3	1 2 3	1 2 3

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT T5
ENERGY STORAGE TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
P - AC Disconnect For systems requiring an AC Disconnect only, please include the requested information about the AC Disconnect. See PG&E's Rule 21, Section H.1.d Located within 10 feet of the PG&E meter?	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No
Q - Energy Storage (ES) System (For important sizing information related to DC-Couple configurations, see sizing note below).	_____ Manufacturer _____ Model # _____ Quantity of Units	_____ Manufacturer _____ Model # _____ Quantity of Units	_____ Manufacturer _____ Model # _____ Quantity of Units	_____ Manufacturer _____ Model # _____ Quantity of Units
R - Lineside Tap PG&E has special requirements for a lineside tap. Contact PG&E at: Rule21Gen@PGE.Com for more information.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

ENERGY STORAGE TECHNOLOGY

Energy Storage Charging Function:

Rated Charge Demand (Load): _____ kW

Estimated annual Net Energy Usage* of the energy storage device(s): ____ ____ kWh
*Net Energy usage = (kWh input, including charging, storage device auxiliary loads and losses) – (kWh output including discharging)

Will the Distribution System be used to charge the storage device: ☐ Yes ☐ No

If no: Provide technical description of control systems including (e.g. Nationally-certified piece of equipment, Relays/metering):

Source of energy for Charging: _____

Mechanism to prevent charging from the Distribution System: _____

If Yes: Will charging the storage device(s) increase the host facility's existing peak load demand:

☐ Yes ☐ No

If Yes: Provide the following loading information:

Amount of added peak demand: _____ kW

If no: Provide technical description of controls systems including:

Charging periods: _____

Mechanism to prevent charging from the Distribution System during host facility peak:

_____

Expedited Interconnection Process Selection for Non-Export Energy Storage:

☐ This project meets the requirements identified in Rule 21 Section N and this process is being selected for expedited interconnection.

Note on Sizing (DC-Coupled Configurations)

The size of the storage system in DC-coupled NEM-eligible generator plus storage systems is the lesser of the shared inverter's (or inverters') nameplate capacity (capacities summed) and the storage device's (devices') maximum continuous discharge capacity (capacities summed) listed on the device's (devices') technical specifications sheets. A storage device's maximum continuous discharge capacity may be listed on technical specification sheets using different terminology. Note: PG&E will use common sense to determine whether a device's technical specification sheet includes the appropriate metric for purposes of determining system size, regardless of the terminology used. If that metric is not included, PG&E may rely on the inverter's nameplate rating.

For example:

- What is the maximum continuous discharge capability for each storage unit?
  _____ +_____ +_____ +_____ + _____ =.
  total_____
- What is each inverter's nameplate rating?
  _____ +_____ +_____ +_____ + _____ =.
  total_____

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT P1
RES- BCT

Part I – Applicability and Purpose

This *LOCAL GOVERNMENT APPLICATION FOR AN ARRANGEMENT TO TAKE SERVICE ON RATE SCHEDULE RES-BCT WITH INTERCONNECTED ELIGIBLE RENEWABLE GENERATION OF NOT MORE THAN 5 MEGAWATTS* ("RES-BCT Application") allows for a Local Government, as defined in Rate Schedule RES-BCT, to apply for an Arrangement, as defined in Rate Schedule RES-BCT, to take service on PG&E's electric Rate Schedule *RES-BCT NET ENERGY METERING SERVICE FOR LOCAL GOVERNMENT REMOTE RENEWABLE SELF GENERATION*.

For the Local Government's Arrangement (as defined in the RES-BCT tariff), this Application allows a Local Government to:

a) Elect one or more Generating Accounts with Eligible Renewable Generating Facilities, as defined in Rate Schedule RES-BCT, where each interconnected Eligible Renewable Generating Facilities at the Arrangement, has a capacity of 5 megawatts (5,000 kW) ("Generating Facility") or less; and

b) Interconnect and operate the Eligible Renewable Generating Facilities under the provisions of PG&E's Electric Rule 21;

c) Elect one or more, but no more than 50, Benefiting Account to receive the Bill Credit, as defined in Rate Schedule RES-BCT from the Generating Accounts in (a); and

d) Elect Bill Credit Allocation Percentages for each of the Generating and Benefiting Accounts.

Local Government has elected to apply for service for its Arrangement on Rate Schedule RES-BCT, which involves the interconnection and operation of its Eligible Renewable Generating Facilities in parallel with PG&E's Electric System, primarily to offset part or all of the Arrangement's own electrical requirements at the affiliated Generating and Benefiting Accounts as listed in Appendix A.

Part II – Designation of Bill Credit Allocation Percentages to RES-BCT Arrangement Accounts

A. Section 1 Instructions

- Complete the section below.

Local Government Name	Address	Date
Name: Contact Name: Contact Title:		

- Is this application for a new Arrangement or a reallocation for an existing Arrangement? (For an existing Arrangement, Local Governments may not change the Credit Allocation Percentages more frequently than once in any 12 month period.

❑ This Appendix A to the RES-BCT Application is for an allocation for the initial new Arrangement.

❑ This Appendix A to the RES-BCT Application is for a reallocation for an existing Arrangement.

- Please use the attached Appendix A Section 2 page to list all Benefiting Accounts that are located in the Arrangement that will be taking service on RES-BCT. Include the Generating Account, and all Benefiting Accounts.

- Please note for each row:

  - **Account Type** - check the one box corresponding to the type of account (that is, Generating or Benefiting Account). There must be at least one Generating Account and one Benefiting Account listed. Every row (account) should have one and only one of these 2 boxes checked. *(Required).* A Rule 21 Application and Interconnection Agreement as described in Section A of the RES-BCT Application will need to be submitted for the Generating Facility at each Generating Account listed below. In the "Designated Account…" column, designate the ONE account to which PG&E should apply any remaining true-up credit as described in the RES-BCT Special Condition 2(h). It may not be the generator account.

  - **Account Address -** Provide an address, including unit number, for all Accounts. *(Required)*

  - **Name** - For Generating and Benefiting Accounts, the Account Holder's name must be entered. *(Required)*

  - **PG&E Account Number -** Enter the PG&E Account number for all accounts. *(Required)*

  - **Otherwise Applicable Rate Schedule** – Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for all accounts. *(Required)*

  - **Bill Credit Allocation Percentage –** For each Generating and Benefiting Account listed, enter the Bill Credit Allocation Percentage to the nearest whole percentage. The total of all Bill Credit Allocation Percentages must equal 100%.

  - **Appendix A, Section 2 Page Numbers –** In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2 Account List. (Start with Page 1 and do not count the page numbers for these two instruction pages.) Note that no more than 50 Benefiting Accounts may be included in an Arrangement.

Local Governments are encouraged to not allocate more Bill Credit to an account than will be used annually. If any additional Bill Credit pursuant to RES-BCT Special Condition 2 (c),(d) and (g) remains, PG&E will review the true up bills for the Generating Account and Benefiting Accounts to determine if any charges for the generation component of the energy charge remain to be credited. If yes, PG&E will apply the remaining Bill Credit to the Designated Account. Local Governments are encouraged to not allocate more Bill Credit to an account than will be used annually.

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT P1
RES- BCT

B. Section 2

#	Account Type Check only one box for each row *(required field)*			Account Address *(required field)*	For Benefiting and Generating Account, List **Name** on Account,	*(Required field for All Accounts)* **PG&E Service Agreement Number**	*(Required field for All Accounts)* **Otherwise Applicable Rate Schedule (OAS) under RES-BCT**	*(Required Field for All Accounts)* **Bill Credit Allocation Percentage** (to the nearest whole percentage)
	Generator Account	Benefiting Account	Designated Account Check *only one* account Must not be a generator account					
1	❑	❑	❑					
2	❑	❑	❑					
3	❑	❑	❑					
4	❑	❑	❑					
5	❑	❑	❑					
6	❑	❑	❑					
7	❑	❑	❑					
8	❑	❑	❑					
9	❑	❑	❑					
10	❑	❑	❑					
11	❑	❑	❑					
12	❑	❑	❑					
13	❑	❑	❑					
14	❑	❑	❑					
15	❑	❑	❑					
Total Bill Credit Allocation Percentage for all accounts over all pages must equal 100% _____								

Note 1) The capacity of all Eligible Renewable Generating Facilities on each Generating Account in the Arrangement must not total more than 5 megawatts.
Note 2) There must be no more than 50 Benefiting Accounts in an Arrangement.
Note 3) The Monthly Billing Setup Recovery Charge for the Arrangement from the RES-BCT tariff will be billed to each Generating Account listed, unless otherwise note

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT P2
NEMFC LOAD AGGREGATION

As governed by Schedule NEMFC Special Condition 4, for purposes of determining if the eligible Fuel Cell Customer-Generator was a net consumer or a net producer of electricity during each Relevant Period PG&E will aggregate the load of the Fuel Cell Customer-Generator's accounts listed below where the Fuel Cell Customer Generator is the customer of record and the following requirements are met: (i) the accounts are on an applicable time-of-use rate schedule, and (ii) the accounts are located on the property where the Eligible Fuel Cell Electrical Generation Facility is located or on property adjacent or contiguous to that property as long as those properties are solely owned, leased, or rented by the Eligible Fuel Cell Customer-Generator; and (iii) all the accounts are served by the same electric commodity service provider. (i.e. the Eligible Fuel Cell Customer- Generator account and all aggregated accounts must all be on bundled service or all on CCA service, or all on DA service.)

	Meter (Badge) Number	Service Agreement ID	Rate Schedule	Address (Street, City, Zip Code)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT P3
NEM LOAD AGGREGATION

Part I

This is an appendix to Form 79-1151A, 79-978, 79-1137 or 79-1069 as applicable. As governed by Schedule NEM Special Condition 7, 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 of Special Condition 7 of PG&E's NEM tariff as outlined in the Customer Declaration below.

In accordance with this appendix:

(i) Pursuant to Schedule NEM Special Condition 7 the electricity generated by the renewable electrical generation facility 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) One time set up fee of $25 is assessed for each account in the NEMA arrangement (not to exceed $500). A $5 monthly fee will be assessed for each aggregated account. These fees will be billed to the generating account.

Note these fees are subject to change from time to time. Additional monthly fees (for example, but not limited to, minimum charges, meter fees, demand charges) may also apply to each account, as described in that account's otherwise applicable rate schedule,, and

(iii) Customer-Generator shall permanently be ineligible to receive Assembly Bill (AB) 920 net surplus electricity compensation (NSC), and PG&E shall retain any kilowatt hours 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 NEM, 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.

Part II

In accordance with Schedule NEM, as Customer-Generator you will be required to represent and warrant under penalty of perjury on the interconnection agreement that:

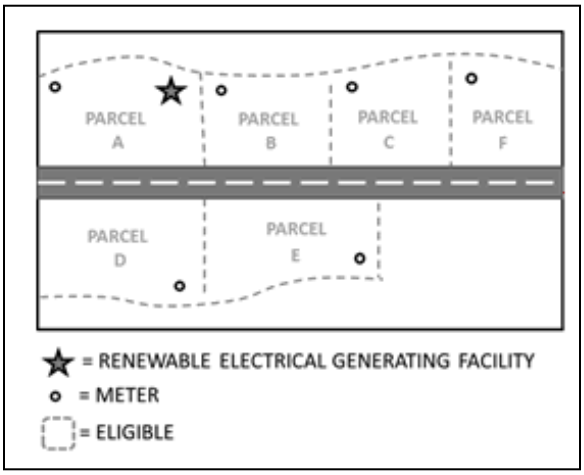
1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and

2) Each of the aggregated account meters associated with this NEM generator account are located either

   (i) on the property where the renewable electrical generation facility is located, or

   (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.

   For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)



3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) You agree to notify PG&E if there is any change of status that makes any of the meters listed in this Appendix ineligible for meter aggregation to ensure that only eligible meters are participating PG&E will require an updated Appendix and Declaration form and

5) In the "Variations on Customer Generator Name" fields on the following table, you may provide all variations of your name. By signing he interconnection agreement you attest that as Customer-Generator, you have sole control of all the parcels establishing contiguity for the Arrangement listed on Page 3 of this Appendix.

Variations on Customer-Generator Name
1)
2)
3)
4)
5)

You will have to sign that you understand that "sole control" means that I solely own, lease or rent each parcel or that I have an irrevocable easement that grants me sole use and control of the entire parcel. I understand that other types of easements are not sufficient to establish contiguity for NEMA.

Part III

A. Second Service For Generator

Requesting Second Service for Generator: ☐ Yes ☐ No

For Load Aggregation Arrangements Requesting an additional service for a Generator Account – 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.

B. Minimum Number of Aggregated Load Accounts

A NEMA Arrangement must have at least two Aggregated Load Accounts. The generator account must have non-generator (existing) load to be counted as an Aggregated Load Account. Generator Accounts interconnected based on Part II A above, will not be counted as an Aggregated Load Account.

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT P3
NEM LOAD AGGREGATION

NEM Load Aggregation Worksheet								
Accounts	PARCEL NUMBER	ACCOUNT NAME[1] [2]	SERVICE ADDRESS	ELECTRIC ACCOUNT NUMBER[2]	ELECTRIC SERVICE AGREEMENT NUMBER[2]	ELECTRIC METER NUMBER[2]	ELECTRIC RATE SCHEDULE[2]	ANNUAL KWH LOAD[3]
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								
Load Acct 9								
Load Acct 10								
							Total Annual kWh	
							(For Standard NEM Solar/Wind less than 30kW) - 110% of Total Annual kWh	
Estimated Annual kWh Production			**Solar** = CEC-AC[4] rating X 1,664[5] **Wind** = Total Inverter Nameplate Rating X 2,190[6] **Other Technologies** = Total Inverter Nameplate Rating X 7,008[7]					

[1] If this is a new account, enter *NEW*.
[2] As listed on your Billing Statement
[3] For previous twelve months from date of signature. Please also enter the annual kWh for generator account prior to the generator being installed; if none, enter zero.
[4] 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
[5] Estimated Solar Production = 8,760 hrs/yr X 0.19 solar capacity factor = 1,664
[6] Estimated Wind Production = 8,760 hrs/yr X 0.25 wind capacity factor = 2,190
[7] Estimated Other Technologies = 8,760 hrs/yr X 0.80 other technologies capacity factor = 7,008

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT P4
NEMV

Part I - General Facility

A. Are there any other generators interconnected on this account?

- ❑ Yes
  If yes, specify what kind of generator _____
- ❑ No

B. Are there any possible generator meter access issues?

- ❑ Yes **If yes**, check all that apply:

❑ Locked Room/Gate	❑ Meter located inside of facility/residence
❑ Unrestrained animal at meter or AC disconnect switch location	❑ Other (Please explain) _____

- ❑ No

C. Are any of your accounts on a Demand Response program?

Qualified Customers are eligible for the same demand response programs and solar tariffs as NEM customers. Demand response payments to Qualified Customers will be based on the Qualified Customer's metered usage disregarding any contributions from virtually net-metered generation. Similarly, any other demand response programmatic elements that are affected by a customer's load (e.g., program eligibility) should also exclude from consideration any impacts of NEMV generation.

- ❑ Yes
  If yes, what program are you on? _____
- ❑ No.

D. Generator Interconnection Tie-in Point – Does your interconnection satisfy PG&E's Meter Standards?

- ❑ Yes
- ❑ No. Reason: _____

If after review of a customer's NEMV application PG&E determines a site assessment is essential, then PG&E may conduct a site assessment. Please note that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.

E. Are you planning to meet the requirements specified in the PG&E Greenbook (current reference is "VNEM Installation Requirements", Utility Bulletin TD6999B-005, 02/06/2012)?

- ❑ Yes
- ❑ No. Reason: _____

F. Where are you planning to tie in? Can you provide Switchgear cutsheets, detailing the proposed point of connection and bussing modification / clearances, cutsheets of the NGOM socket, to clearly identify proposed tie-in point?

Location: _____

G. Is the currently proposed tie-in point a result of restrictions placed on altering the existing panel or equipment within, as imposed by the local authority having jurisdiction?

- ❑ Yes - What restriction? _____
- ❑ No.

H. Have you confirmed the Ampere Interrupting capacity (AIC) rating of the existing panel?

- ❑ Yes
- ❑ No. Reason: _____

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT P4
NEMV

I. Are there existing PG&E gas or other utility's facilities in the vicinity of the proposed point of interconnection? (Note: Minimum clearances must be maintained from PG&E facilities, as specified in PG&E's Greenbook)

- ❑ Yes - Describe:_____ _____
- ❑ No.

J. Are you going to require PG&E to arrange to de-energize the service panel for you to safely connect the generator to the service panel?

(Note: that the de-energizing process may be as simple as a PG&E Troubleman opening a switch, or as involved as a PG&E crew performing switching, and rearrangement of service wires, and coordinating with neighboring customers that might be impacted by this de-energizing project. **PG&E requires ten (10) business days advance notice prior to performing such a request.)**

- ❑ Yes - Describe:_____ _____
- ❑ No.

K. Can this de-energizing of the service panel be done during normal business hours?

- ❑ Yes
- ❑ No. If not, what time of the week and time of the day do you request this service disconnection to occur?

Mon Tues Wed Thu Fri Sat Sun (circle day of week) ____:_____AM _____/_____PM___ (enter time & circle AM or PM)

Note- the time of de-energizing the service panel will also depend on whether other customers are impacted and their input to the process.

L. What is the duration of the service disconnection requested?

Duration _____

M. Do you need PG&E personnel to stand by while you perform your work?

- ❑ Yes
- ❑ No

N. Will you need to obtain clearance from the local authority having jurisdiction prior to PG&E re-energizing the service panel?

(Note: Some cities/counties require that they have inspected the panel prior to reenergizing. You will need to provide proof of the local authority that your work will not require such approval, or be prepared to provide that to PG&E prior to PG&E re-energizing the panel).

- ❑ Yes
- ❑ No

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT P4
NEMV

Part 2 - Designation of NEMV Generating Account and Benefitting Accounts and Their Respective Eligible Energy Credit Allocation

Section 1 Instructions

a. Please ensure the information on the Customer and Project Information for account information represents the owner as per NEMV.

b. Is this an application to establishing the Annual Eligible Energy Credit Allocation for a new NEMV Arrangement or for a change to the Allocation for an existing NEMV facility, as described in either NEMV Special Condition 2 or 3(g)?
   ❑ This application is for an allocation for the initial, new NEMV Arrangement:
   ❑ This application is for a reallocation for an existing NEMV Arrangement:

c. Please use the attached Appendix A, Section 2 page to list all Benefitting Accounts in the Arrangement that will be taking service on NEMV. Alternatively, an Applicant may fill out the table below in a digital format (i.e. spreadsheet) and supply that along with the application and agreement to NEMVGen@pge.com The Benefitting Accounts must be associated with the same Generator Account and all must satisfy the applicable Service Delivery Point requirements in the NEMV Applicability Section to be Eligible for Schedule NEMV.

   Please note for each row:
   - **Account Type** – (required) – The Generator Account row should be completed for the pertinent information for each column indicated; the Benefitting Account rows should be complete for the pertinent information for each column indicated. If there are more Benefitting Accounts than will fit on one page please use additional sheets as required and number pages accordingly.
   - **Account Address – (**required) -- Provide an address, including unit / apartment number, for all Accounts (for the Generator Account you may use the street address of the building upon which the generator will be installed).
   - **Occupant's / Owner's Name** – (required) - For the Generator Account enter the Owner's name; for all Benefitting accounts enter the name of the occupant or PG&E customer name for that location.
   - **PG&E Meter Number – (**required) **-** Enter the PG&E Meter Numbers for the all benefitting accounts.
   - **Otherwise Applicable Rate Schedule** – required -- Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for the Generator Account and all Benefitting Accounts.
   - **Eligible Allocation Percentage – (**required) -- For each Benefitting Account listed, enter the Eligible Allocation Percentage to two decimal places. The Eligible Energy Allocation Percentage for each Benefitting Account should be established so that the annual kilowatt hours allocated offsets no more than part or all of the customer's own annual electrical requirements. The total of all Benefitting Account Eligible Allocation Percentages in Appendix A for this NEMV Arrangement must equal exactly 100%. If Owner is changing the Eligible Allocation Percentage on an existing NEMV Arrangement, please list all allocations to confirm they add up to 100% and **circle** the changed allocations.
   - **Designated Unallocated Credit Account** "system operator/qualified customer" has the option to designate the disposition of unallocated credits to either: the Common Area Account, or one Benefiting Account. In the NEMV tariff this is referred to as the "Default Account."
   - **Appendix A, Section 2 Page Numbers –** In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2, Account List. (Start with Page 1 and do not count the page numbers for this instruction page. Also indicate on one of the pages if the allocation is for a new Arrangement or an existing Arrangement).

If Owner would like billing data from a Benefiting Account in order to verify the credit allocation they need the Benefitting Account customer's consent. To facilitate this process, here is a link to the *Authorization to Receive Customer Information or Act Upon a Customer's Behalf*: https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1095.pdf - (Form 79-1095) that would need to be submitted to PG&E prior to release of the Benefitting Account customer's billing data to the Owner.

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT P4
NEMV

Section 2

Account Type	Account Address *(required field)* (for Generator Account use street address for building with generator account)	Occupant's Name, *(Required field)* (Generator Accounts *should be under the Owner's Name* Please use name listed on PG&E Account bill)	PG&E Meter Number *(Required field)*	Otherwise Applicable Rate Schedule *(Required field)*	Eligible Allocation Percentage (*required* – to 2 decimal places, the sum of all Benefitting Account Allocation must total 100%. For changes to Existing NEMV Arrangements, list all percentages but circle all changed percentages)	Designated Unallocated Credit Account (optional – check one Common Area or Benefiting Account to receive unallocated credits)
Generator Account						
Benefitting Accounts						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

Is this a reallocation of an existing NEMV Arrangement? __ Yes ___ No

Part 3 - Generator Interconnection Point Documentation

Applicant shall attach the following Documentation:

- the single line diagram to illustrate connection with the selected option provided in the Metering Standard
- the switchgear, switchboard, or main panel cut-sheets/shop drawings detailing the bussing, any modifications, clearances, and proposed point of interconnection. The proposal must include a signed PE stamp and modifications must be certified by the manufacturer or a qualified third party
- pictures of the point of interconnection (see safety "Note" below).
- the meter socket cut-sheets of the net generation output meter socket
- additional material as specified by PG&E

Note: If after review of a customer's NEMV application PG&E determines a site assessment is needed, then PG&E may conduct a site assessment. Owners are reminded that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.

Electric Sample Form No. 79-1174-02 Sheet 1
Rule 21 Generator Interconnection Application

Please Refer to Attached
Sample Form

RULE 21 GENERATOR INTERCONNECTION APPLICATION (Form 79-1174-02)

Part I - Introduction and Overview

A. Applicability: This Generating Facility Interconnection Application (Application) is used to request the interconnection to Pacific Gas and Electric Company's (PG&E) Electric System (over which the California Public Utilities Commission (CPUC) has jurisdiction) one or more of the following[1] tariffs:

(1) Non-Exporting Generating Facilities;
(2) NEM2 Solar (PV) (other than PV 30 KW or less)[2]; or RPS Generating Facilities
(3) NEM2 California Dept. of Corrections & Rehabilitation
(4) NEM2A – NEM2 Load Aggregation (under Schedule NEM2)
(5) NEM2MT- generating facilities subject to multiple tariff treatment
(6) RES-BCT (Renewable Energy Self-Generation Bill Credit Transfer) Generating Facilities;
(7) NEMFC / NEMFCA Net Energy Metering for Fuel Cells
(8) NEM2V – Virtual Net Energy Metering
(9) NEMVMASH (on a single Service Delivery Point, or for a Low Income Development)

Refer to PG&E's Electric Rule 21 and program tariffs to determine the specific requirements for interconnecting a Generating Facility. Capitalized terms used in this Application, and not otherwise defined herein, shall have the same meanings as defined in PG&E's Rule 21 and Rule 1.

Except as noted in the next paragraph, this Application may be used for any Generating Facility to be operated by, or for, a Customer and/or Interconnection Customer to supplement or serve part or all of its electric energy requirements that would otherwise be provided by PG&E, including distributed generation, cogeneration, emergency, backup, standby generation, and certain Net Energy Metered Generating Facilities. While Customers operating Generating Facilities isolated from PG&E's Electric System are not obligated to enter into an Interconnection Agreement with PG&E, parts of this Application will still need to be completed to satisfy PG&E's notice requirements for operating an isolated Generating Facility as specified in the California Health and Safety Code Section 119085 (b).

This Application may not be used to apply for interconnecting Generating Facilities used to participate in transactions where all, or a portion of, the electrical output of the Generating Facility is scheduled with the California Independent System Operator (CAISO). Such transactions may be subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC) and require a different application available from PG&E.

This Application is not applicable for incentives and/or rebates offered by the Energy Resources Conservation and Development Commission (CEC), the CPUC or any other entity. Please contact those agencies directly or on their respective websites:

www.energy.ca.gov and www.cpuc.ca.gov.

B. Guidelines and Steps for Interconnection: This Application must be completed and sent to PG&E along with the additional information indicated in Part II below to initiate PG&E's interconnection review of

[1] Also when included with Energy Storage (e.g., batteries), or when operating under the provisions of PU Code 218, where permitted.
[2] For Net Energy Metering Customers with Solar and/or Wind Electric Generating Facilities less than 30 kW that are not paired with Energy Storage, simpler, shorter forms are available from PG&E (i.e., Forms 79-1151-02 A and B). These forms are available on PG&E's website at http://www.pge.com/gen.

the proposed Generating Facility. When applicable per Rule 21, unless exempted by CPUC Decision, a non-refundable Interconnection Request fee shall be invoiced and must be paid by Interconnection Customer. Pursuant to PG&E's Rule 21, there may be additional study and other costs; see PG&E's Rule 21, Sections E.2.c and E.3., for more information regarding interconnection of a generator to PG&E's Electric System.

This document is only an Application. Upon acceptance of the Generating Facilities, PG&E will prepare an Interconnection Agreement for execution by the Interconnection Customer, the party that will be responsible for the Generating Facility. PG&E may also require an inspection and testing of the Generating Facility and installation of any related Interconnection Facilities prior to giving the Interconnection Customer written authorization to operate in parallel. **Unauthorized Parallel Operation may be dangerous and may result in injury to persons and/or may cause damage to equipment and/or property for which a Interconnection Customer/Customer may be liable!**

Please note, other approvals may need to be acquired, and/or other agreements may need to be formed with PG&E or regulatory agencies, such as the Air Quality Management Districts and local governmental building and planning commissions, prior to operating a Generating Facility. PG&E's authorization to operate in parallel does not satisfy the need for an Interconnection Customer to acquire such other approvals.

Part II – Describing the Generating Facility and Host Customer's Electrical Facilities

Required Documents: Each of the following documents **<u>is required to be submitted</u>** before this application will be processed. Drawings must conform to accepted engineering standards and must be legible. Electronic documents are preferred.

1. A **Single-line drawing** showing the electrical relationship and descriptions of the significant electrical components such as the primary switchgear, secondary switchboard, protective relays, transformers, generators, circuit breakers, with operating voltages, capacities, and protective functions of the Generating Facility, the Customer's loads, and the interconnection with PG&E's Electric System. Please show the location of all required net generation electric output meter(s) and the A.C. manual operated disconnect switch on the single line drawing, when required.
2. **Site plans and diagrams** showing the physical relationship of the significant electrical components of the Generating Facility such as generators, transformers, primary switchgear/secondary switchboard, and control panels, the Customer's loads and the interconnection with PG&E's Electric System. Please show the location of all required net generation electric output meter(s) and the A.C. manual operated disconnect switch on the site plans, when required.
3. **Disconnect Switch Specification Sheet** - as required in Rule 21 Section H.1.d, along with the disconnect switch specification sheet.

   PG&E allows only one AC Disconnect for a generating facility but does makes exceptions upon review and approval. Please provide a Variance Letter explaining why multiple AC disconnect switches are needed. This Variance Request will be reviewed in parallel with the Engineering Review.

4. **Variance Request** - A variance request will be required for anything outside Electric Rule 21[3], PG&E's Greenbook[4], or PG&E's Distribution or Transmission Interconnection Handbooks[5,6] stated requirements. (See links below)
5. **Transformer nameplate information** - Provide **transformer nameplate information** (voltages, capacity, winding arrangements, connections, impedance, et cetera), if transformers are used to interconnect the Generating Facility with PG&E's Electric System,
6. **Transfer switch/scheme documentation** - If used to interconnect the Generating Facility with PG&E Electric System, Documentation shall include component descriptions, capacity ratings, and a technical description of how the transfer scheme is intended to operate.
7. **Protective relay documentation** If used to control the interconnection, documentation shall include protection diagrams or elementary drawings showing relay wiring and connections, proposed relay settings, and a description of how the protection scheme is intended to function.

Part III Application Appendices

Application Instructions: Complete this application for the complete Generating Facility and enter this information into PG&E's web-based form. (PG&E strongly recommends preparing all information and materials before starting the online application.) The online web-based form can be found at:

https://www.pge.com/en_US/for-our-business-partners/interconnection-renewables/interconnections-renewables.page?ctx=large-business

Questions concerning PG&E's Online Application process can be directed to the Electric Generation Interconnection Department at rule21gen@pge.com.

For each new generating facility you are applying to interconnect, please complete and submit the applicable appendices.

[3] Rule 21 can be found at: https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_RULES_21.pdf
[4] PG&E's Greenbook can be found at: http://www.pge.com/greenbook/
[5] Distribution Interconnection Handbook (DIH) can be found at: https://www.pge.com/en_US/large-business/services/alternatives-to-pge/distribution-handbook.page
[6] Transmission Interconnection Handbook (TIH) can be found at: https://www.pge.com/en_US/large-business/services/alternatives-to-pge/third-party-electric-options/electric-transmission-services/transmission-interconnection-handbooks.page

Part IV Attachments / On-Line Form - Overview

Table 1 - Summary of the attachment to this form.

		Attachment	Project Type
	1	INFO	Customer Project Information
EXPORT	2	NX	Non Export
	3	EX	Export
TECHNOLOGY	4	T1	Solar (PV) Only
	5	T2	Wind Only
	6	T3	Machine-Based Only
	7	T4	Fuel Cell
	8	T5	Energy Storage Only
TARIFF PROGRAM	9	P1	RES-BCT
	10	P2	NEM2A
	11	P3	NEMFCA
	12	P4	NEM2V
	13	P5	NEMVMASH
	14	P6	NEMVMASH Development

Table 2 below summarizes which attachments to this form will be required for each tariffed program.

Table 2 – New Application Form/Attachments as they apply to PG&E's Various Tariffed Programs

Category			Non-Export	NEMEXP	RES-BCT	NEM2A	NEMFC	NEM2V	NEMVMASH
	Main (79-1184)	Customer info							
	INFO	Customer & Project info							
Rule 21 - must complete one of these Attachments	NX	Non-export							
	EX	Export							
Each generating facility must complete one corresponding to technology	T1	Solar							
	T2	Wind							
	T3	Machine		(1)	(1)	(1)		(1)	
	T4	Fuel Cell		(1)	(1)	(1)	(2)	(1)	
	T5	Storage		(3)	(3)	(3)	(3)		
Complete Attachment that corresponds to tariff program for a generating facility	P1	RES-BCT							
	P2	NEM2A							
	P3	Fuel Cell Aggregation							
	P4	NEM2V							
	P5	NEMVMASH Single building							
	P6	NEMVMASH development							

Black – must be complete.
Grey – at least one option in category must be selected

Note (1) – must be fueled with a renewable (RPS-Eligible) fuel.
Note (2) – may be fueled with a non-renewable fuel.
Note (3) – treatment consistent with Decision 14-05-033, if NEM paired.

If an applicant's project has multiple generating facilities, they would need to complete all forms/screens relevant for each generating facility in technology and tariff program (e.g. for NEM2MT).

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT INFO
CUSTOMER AND PROJECT INFORMATION

Part I - Selecting the Study Process

Please check one:

- ❑ Fast Track Process[1].
- ❑ Greater than 1 MW generation facility,
- ❑ Detailed Study (not typical)
  - Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

Part II – Identifying the Generating Facility Location and Responsible Parties

Project Name:

A. Generating Facility Account Information (What electric service will the Generating Facility be interconnected for parallel operation with PG&E? For aggregated electric accounts provide the primary account and meter information).

Name shown on PG&E service account	Electric Service Agreement ID number - 10-digits	Electric Badge (Meter) Number - 6-10 digits (alpha numeric)

NOTE: ***Customer Electric account must match the customer's utility bill account information.***

		CA	
Meter Location Street Address	City	State	Zip - 5-digits

Please check all that apply:

- ❑ A New Generating Facility interconnection (at an existing service).
- ❑ Physical Changes to an interconnected Generating Facility with previous approval by PG&E (adding PV panels, adding energy storage as an addition or enhancement, changing inverters/turbines or changing load and/or operations).
- ❑ A New interconnection in conjunction with a new service.
  - An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000 or Rule21Gen@pge.com.
- ❑ An Interconnection under Direct Access (DA).
  - Customers applying for interconnection who are served under Direct Access by an Electric Service Provider (ESP) must contact their ESP directly for information regarding the options available under their Direct Access contract.

[1] See Electric Rule 21 for FAST TRACK requirements.

CUSTOMER AND PROJECT INFORMATION

- ☐ An Interconnection under Community Choice Aggregation Service (CCA Service).
  - Customers applying for interconnection who are served under Community Choice Aggregation Service (CCA Service) by a Community Choice Aggregator (CCA) must contact their CCA directly for information regarding the options available under their CCA Service Program.
- ☐ An interconnected non-exporting Generating Facility (load always exceeds generation).

B. Customer Account Contact Information -

Mailing Address			
City		State	Zip - 5-digits
( ) -_____ Business Phone	( ) -_____ Home Phone	Fax	Email

C. Contractor Information (Must be completed even if Contractor will not serve as a PG&E contact).

Contact		Company Name	
Mailing Address			
City		State	Zip - 5-digits
( ) - Business Phone	( ) - Fax	Email	
☐ Yes ☐ No Does Contractor have Contractors State License Board (CSLB) Number?	Contractors State License Board Number		

D. Project Contact Information (Who is the project manager for this Generating Facility?)

Contact	Company Name	
Mailing Address		

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT INFO
CUSTOMER AND PROJECT INFORMATION

City		State	Zip - 5-digits
( ) -	( ) -		
Business Phone	Fax	Email	

What is the **maximum 3-phase fault current** that will be contributed by the Generating Facility to a 3-phase fault at the Point of Common Coupling (PCC)? (If the Generating Facility is single phase in design, please provide the contribution for a line-to-line fault).	_____ Amps
Please indicate the **short circuit interrupting rating** of the host Customer facility's service panel:	_____ Amps

Refer to PG&E's Rule 21, Section G, for significance and additional information. To determine this value, any transformers and/or significant lengths of interconnecting conductor used between each of the Generators (if there are more than one) that make up the Generating Facility and the PCC must be taken into account. The details, impedance, and arrangement of such transformers and interconnecting conductors should be shown on the single-line diagram that is provided. Consult an electrical engineer or the equipment supplier if assistance is needed in answering this question.

It is expected that most Applicants will want to reserve the flexibility to operate any or all of their Generators in parallel. If the design of the proposed Generating Facility limits the amount of generation that may be interconnected at any time to PG&E's Electric System, please describe the assumptions used in calculating the maximum fault current contribution value.

For Customer applying for interconnection under Schedules
i) NEM2 – Net Energy Metering Service (including NEM2A – Load Aggregation,. Or NEM2MT- Multiple Tariff- with a NEM2 eligible generator), or
ii) NEM2V – Virtual Net Energy Metering Service, or
iii) NEM2VMS- Virtual Net Energy Metering For Multifamily Affordable Housing (MASH/NSHP) With Solar Generator(s),
please note, pursuant to California Public Utilities Commission Decision (D.) 16-01-044:

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.

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.

Interconnection Fees
Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21.

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT NX
NON-EXPORT

Interconnection Agreement Type

Please select one option below:

☐ Non-Export A Generating Facility Interconnection Agreement that provides for parallel operation of the Generating Facility, but does not provide for exporting power to PG&E's Electric System. This non-export agreement, however does allow the occasional and uncompensated export of energy to PG&E's Electric System for less than 2 seconds in duration.

☐ Uncompensated Export A Generating Facility Interconnection Export Addendum that provides for parallel operation of the Generating Facility and the occasional, continuous, non-compensated, export of generator facilities sized 2 MW or less to PG&E's Electric System. Continuous export is export greater than 60 seconds in duration. This addendum must be executed in concert with the generating facility interconnection agreement.

Third Party Generating Facility Ownership

☐ Third Party Owned Generating Facility A Generating Facility Interconnection Agreement that provides for parallel operation of the 3rd Party owned Generating Facility, but does not provide for exporting energy to PG&E's Electric System; as well as a Customer Generation Agreement that defines the relationship between the Customer whose name appears on PG&E's electric service account. If this option is chosen, please complete the Third Party Generating Facility Ownership section below.

Customer Generation Agreement (CGA) (for 3rd Party Generator on Premises) Information (Please identify the PG&E Customer of Record where Generating Facility will be installed). CGA is not applicable to Net Energy Metering 2 (NEM2) Applicants because PG&E and the Customer, not the 3rd Party if any, must enter into the Net Energy Metering Interconnection Agreement.

Company Name to be entered on CGA	**Legal Title of Host Facility to be entered on CGA**	
Person Executing the CGA	**Title of Person Executing the CGA**	
	( ) ____ - _____	
Mailing Address	**Phone**	**E-Mail**

Generating Facility Interconnection Agreement (GFIA) for 3rd Party Owner – GFIA Information

☐ Generating Facility Interconnection Agreement (GFIA) for 3rd Party Owner will be executed by Contractor

Please identify the Party that will own the Generating Facility.
This Section is not applicable to Net Energy Metering 2 (NEM2) Applicants because PG&E and the Customer, not the 3rd Party if any, must enter into the Net Energy Metering 2 Interconnection Agreement.

Company Name to be entered on GFIA	**Legal Title of Company to be entered on GFIA**	
	( ) ____ - _____	
Mailing Address	**Phone**	**E-Mail**

Part II – Generating Facility Operational Details

Operating Modes: Please select one box below:

☐ **Parallel Operation:** The Generating Facility will interconnect and operate "in parallel" with PG&E's Electric System for more than one (1) second.

Please supply all of the information requested for the Generating Facility. Be sure to supply adequate information including diagrams and written descriptions regarding the protective relays that will be used to detect faults or abnormal operating conditions on PG&E's Electric System.

☐ **Inadvertent Export:** The Generating Facility will interconnect and operate, providing unscheduled and uncompensated export of real power for a duration exceeding two (2) seconds but fewer than sixty (60) seconds. The expected frequency of "inadvertent export" occurrences should be less than two occurrences per 24-hour period. Protective Functions, technical requirements and operational limitations are described in Rule 21, Section M.

Be sure to supply adequate information including diagrams and written descriptions regarding the switching device or scheme that will be used to limit the parallel operation period to one second or less. Please also describe the back up or protective device and controls that will trip the Generating Facility should the transfer switch or scheme not complete the transfer in one second or less.

☐ **Momentary Parallel Operation (MP):** The Generating Facility will interconnect and operate on a "momentary parallel" basis with PG&E's Electric System for a duration of one (1) second or less through transfer switches or operating schemes specifically designed and engineered for such operation.

Be sure to supply adequate information including diagrams and written descriptions regarding the switching device or scheme that will be used to limit the parallel operation period to one second or less. Please also describe the back up or protective device and controls that will trip the Generating Facility should the transfer switch or scheme not complete the transfer in one second or less.

☐ **Isolated Operation (I):** The Generating Facility will be "isolated" and prevented from becoming interconnected with PG&E's Electric System through a transfer switch or operating scheme specifically designed and engineered for such operation.

Be sure to supply adequate information including diagrams and written descriptions regarding the isolating switching device or scheme that will be used to prevent the Generating Facility from operating in parallel with PG&E's Electric System.

NON-EXPORT

Parallel and Inadvertent Export Options Please select one box below:

- ❑ A **reverse-power protection device** will be installed to measure any export of power and trip the Generating Facility or open an intertie breaker to isolate the Generating Facility if limits are exceeded.
- ❑ An **under-power protection device** will be installed to measure the inflow of power and trip or reduce the output of the Generating Facility if limits are not maintained.
- ❑ The Generating Facility Interconnection Facility equipment has been **certified as non-islanding and the incidental export of power will be limited by the design of the interconnection**. If this option is to be used, the nominal ampere rating of the service entrance equipment (service panel rating) that is used by the host Customer facility is: _____.
- ❑ The **Gross Nameplate Rating of the Generating Facility will not exceed 50% of the host Customer facility's minimum electrical load over the past 12 months**. If this option is to be used, the minimum load of the host Customer facility must be stated in the space provided above.

The Generating Facility **completely offset their facility load** by being (a) optimally sized to meet their peak demand with load following functionality on the Generator controls and (b) ensuring conditional (inadvertent) export of electric power from the Generation Facility to Distribution Provider's Distribution or Transmission System occurs no more frequently than twice in any 24 hour period and the exports are greater than 2 seconds but no more than more than 60 seconds.

With the approval of PG&E, a Producer that wishes to retain the option to export power from a Generating Facility to PG&E's Electric System may use a different protection scheme that provides for the detection of faults and other abnormal operating conditions.

Please indicate:

- ❑ Standby / Emergency / Backup – Where the Generating Facility will normally be operated only when PG&E's electric service is not available.
- ❑ Qualifying Facility (QF) Status will be obtained from the FERC for this Generating Facility.

  Instructions and Notes: Parties operating Generating Facilities (QF) complying with all of the requirements for qualification as either a small power production facility or cogeneration facility pursuant to the regulations of the FERC (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 (16 U.S.C.A. Section 796, et seq.), or any successor requirements for Qualifying Facilities, may seek certification from FERC to have the Generating Facility designated as a Qualifying Facility or "QF." In summary, QFs are Generating Facilities using renewable or alternative fuels as a primary energy source or facilities that utilize the thermal energy given off by the generation process for some other useful purpose. QFs enjoy certain rights and privileges not available to non-QF Generating Facilities.

  QF status is not required to interconnect and operate in parallel with PG&E's Electric System.

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT EX
EXPORT

Describing the Export Operation

Interconnection Service Requirements: (Please select one box below)

☐ Existing Service (currently metered PG&E service)

☐ New Generation-only Service (no load other than ancillary required for Generating Facility)
NEMVMASH participants must select either this option or the next

☐ New Generation-only Meter Tap (at location of existing service)
NEM2V applicants must select this option

If new generation-only service is needed, please indicate the requested voltage level: (Please select one box below)

☐ Secondary (up to 480V)

☐ Primary (up to 59 kV)

☐ Transmission (60 kV and up)

Power Export:

Generator Nameplate[1] Export (kW) _____

Maximum Expected Facility Net Export (kW) _____

Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEM customers.

☐ Is the proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland where the zip code is 94607 or 94612?

[1] Please note that for Generating Facilities larger than 1 MW interconnecting to existing secondary voltage services, the revenue meter may require power loss adjustment.

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT T1
SOLAR (PV) TECHNOLOGY

Part I - Describing the Generating Facility and Host Customer's Electrical Facilities

Please complete the following table for the specific generator technology indicated.

Instructions				
Inverter	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
Please indicate the number of each "**type" and quantity** of Generator being installed Be sure all Generators classified as one "type" are identical in all respects. If only one type of Generator is to be used, only one column needs to be completed.				
A - Generator/Inverter Manufacturer Enter the brand name of the Generator.				
B - Generator/Inverter Model Enter the model name or number assigned by the manufacturer of the Generator.				
C - Generator/Inverter Software Version If this Generator's control and or protective functions are dependent on a software program supplied by the manufacturer of the equipment, please provide the version or release number for the software that will be used.				
D - Is the Generator/Inverter certified? Applicant has verified 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, has been verified by the customer as having safety certification from a nationally recognized testing laboratory. See PG&E's Rule 21, Section L for additional information regarding Generator certification.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

SOLAR (PV) TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
E - Modules.	_____ Manufacturer _____ Model #. _____ Quantity	_____ Manufacturer _____ Model #. _____ Quantity	_____ Manufacturer _____ Model #. _____ Quantity	_____ Manufacturer _____ Model #. _____ Quantity
F - Gross Nameplate Rating (kVA) This is the capacity value normally supplied by the manufacturer and stamped on the Generator's nameplate. This value is not required where the manufacturer provides only a kW rating. However, where both kVA and kW values are available, please indicate both.				
G - Operating Voltage This value should be the voltage rating designated by the manufacturer and used in this Generating Facility. Please indicate phase-to-phase voltages for 3-phase installations. See PG&E's Rule 21, Section H.2.b. and Table H.1., for additional information.				
H - Power Factor Rating This value should be the nominal power factor rating designated by the manufacturer for the Generator. See PG&E's Rule 21, Section H.2.i. for additional information.				
I - PF Adjustment Range Where the power factor of the Generator is adjustable, please indicate the maximum and minimum operating values. See PG&E's Rule 21, Section H.2.i.				
J - Wiring Configuration Please indicate whether the Generator is a single-phase or three-phase device. See PG&E's Rule 21, Section H.3.				

SOLAR (PV) TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
K - AC Disconnect For systems requiring an AC Disconnect only, please include the requested information about the AC Disconnect. See PG&E's Rule 21, Section H.1.d Located within 10 feet of the PG&E meter?	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No
L - Lineside Tap PG&E has special requirements for a lineside tap. Contact PG&E at: Rule21Gen@PGE.com for more information.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No
N - Warranty or Service Agreement Applicant has verified that (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or (ii) have a 10-year service warranty or executed "agreement" ensuring proper maintenance and continued system performance.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

Part II Solar Statistics Data Fields

Per Appendix A of CPUC D. 14-11-001, the following data fields must all be completed, in their entirety, in order to initiate PG&E's interconnection review of the proposed Generating Facility. *Only complete Part II if the solar generating facility is serving as part of a Net Energy Metering (NEM2) arrangement..*

A. Customer Sector (Check one)

- ❑ Residential
- ❑ Educational
- ❑ Industrial
- ❑ Commercial
- ❑ Military
- ❑ Non-Profit
- ❑ Other Government

B. Are Performance Monitoring and Reporting Services (PMRS) being utilized?

❑ Yes ❑ No

If yes, please indicate who is receiving the data? (check all that apply)

❑ Customer

❑ 3rd Party (list name) _____

C. Are there electric vehicles charging on site at the above generating facility address?

❑ Yes ❑ No

If yes, please indicate how many electric vehicles _____

D. System Ownership and Financing

i. System Owner (check one):

❑ PG&E Customer Owned

If PG&E Customer Owned, please answer the following:

Indicate the System Cost paid by Customer: $_____

Property Assessed Clean Energy (PACE) Financed?

❑ Yes ❑ No

If Yes, PACE financed by which entity? _____

❑ Third Party Owned

If Third Party Owned, please answer the following:

Claimed Federal Investment Tax Credit (ITC) Cost Basis: $_____

Name of Developer at the time of sale:

_____

Contract Type: ❑ PPA ❑ Lease ❑ Pre-Paid Lease ❑ Other _____

ii. Rebate Information:

Did you participate in a California rebate program? ❑ Yes ❑ No

Please indicate the rebate program that you participated in: _____

Rebate Amount: $_____

If you are participating in the Single-family Affordable Solar Home (SASH) program, please provide SASH project number: _____

E. Additional Generating Facility Information (Solar PV Only)

i. Mounting Method: ❑ Rooftop ❑ Ground ❑ Mixed

ii. Tracking Type: ❑ Fixed ❑ Single-Axis ❑ Dual-Axis ❑ Mixed

If fixed, please indicate: Tilt: _____degrees Azimuth: _____degrees

F. Installer's/Vendor's California State Contractor License Number: _____

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT T2
WIND TURBINE TECHNOLOGY

Please complete the following table for the specific generator technology indicated.

Instructions				
Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
Please indicate the number of each "**type" and quantity** of Generator being installed Be sure all Generators classified as one "type" are identical in all respects. If only one type of Generator is to be used, only one column needs to be completed.	Type: _____ Qty.: _____	Type: _____ Qty.: _____	Type: _____ Qty.: _____	Type: _____ Qty.: _____
A - Generator/Inverter Manufacturer Enter the brand name of the Generator.				
B - Generator/Inverter Model Enter the model name or number assigned by the manufacturer of the Generator.				
C - Generator/Inverter Software Version If this Generator's control and or protective functions are dependent on a software program supplied by the manufacturer of the equipment, please provide the version or release number for the software that will be used.				
D - Is the Inverter certified? Applicant has verified 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, has been verified by the customer as having safety certification from a nationally recognized testing laboratory. See PG&E's Rule 21, Section L for additional information regarding Generator certification.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____Yes ____ No
E - Generator Design Please indicate the design of each Generator. Designate "Inverter" anytime an inverter is used as the interface between the Generator and the electric system regardless of the primary power production/storage device used.	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter

WIND TURBINE TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
F - Gross Nameplate Rating (kVA) This is the capacity value normally supplied by the manufacturer and stamped on the Generator's nameplate. This value is not required where the manufacturer provides only a kW rating. However, where both kVA and kW values are available, please indicate both.				
G - Operating Voltage This value should be the voltage rating designated by the manufacturer and used in this Generating Facility. Please indicate phase-to-phase voltages for 3-phase installations. See PG&E's Rule 21, Section H.2.b. and Table H.1., for additional information.				
H - Power Factor Rating This value should be the nominal power factor rating designated by the manufacturer for the Generator. See PG&E's Rule 21, Section H.2.i. for additional information.				
I - PF Adjustment Range Where the power factor of the Generator is adjustable, please indicate the maximum and minimum operating values. See PG&E's Rule 21, Section H.2.i.				
J - Wiring Configuration Please indicate whether the Generator is a single-phase or three-phase device. See PG&E's Rule 21, Section H.3.				
K - (MP) 3-Phase Winding Configuration (Choose One) For three-phase generating units, please indicate the configuration of the Generator's windings or inverter systems.	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT T2
WIND TURBINE TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
L - (MP) Neutral Grounding System Used (Choose One) Wye connected generating units are often grounded – either through a resistor or directly, depending upon the nature of the electrical system to which the Generator is connected. If the grounding method used at this facility is not listed, please attach additional descriptive information.	___ Ungrounded ___ Solidly Grounded ___ Ground Resistor ___ Ohms	___ Ungrounded ___ Solidly Grounded ___ Ground Resistor ___ Ohms	___ Ungrounded ___ Solidly Grounded ___ Ground Resistor ___ Ohms	___ Ungrounded ___ Solidly Grounded ___ Ground Resistor ___ Ohms
M - *Induction Generators Only:* Locked Rotor Current: ***Stator Resistance:*** Stator Leakage Reactance: Rotor Resistance: Rotor Leakage Reactance: If the Generator is of an induction design, please provide the "locked rotor current" value supplied by the manufacturer. If this value is not available, the stator resistance, stator leakage reactance, rotor resistance, rotor leakage reactance values supplied by the manufacturer may be used to determine the locked rotor current. If the Generator's Gross Nameplate Capacity is 10 MW or greater, PG&E may request additional data to better model the nature and behavior of the Generator with relation to its Electric System.	_____ (Amps) _____(%) _____(%) _____(%) _____(%)	_____ (Amps) _____(%) _____(%) _____(%) _____(%)	_____ (Amps) _____(%) _____(%) _____(%) _____(%)	_____ (Amps) _____(%) _____(%) _____(%) _____(%)
N - Short Circuit Current Produced by Generator:	_____ (Amps)	_____ (Amps)	_____ (Amps)	_____ (Amps)
O - AC Disconnect For systems requiring an AC Disconnect only, please include the requested information about the AC Disconnect. See PG&E's Rule 21, Section H.1.d Located within 10 feet of the PG&E meter?	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No
P - Lineside Tap PG&E has special requirements for a lineside tap. Contact PG&E at: Rule21Gen@PGE.com for more information.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No
Q – Warranty or Service Agreement Applicant has verified that (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or (ii) have a 10-year service warranty or executed "agreement" ensuring proper maintenance and continued system performance.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT T3
MACHINE-BASED TECHNOLOGY

Please complete the following table for the specific generator technology indicated.

Instructions				
Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
Please indicate the number of each "**type" and quantity** of Generator being installed. Be sure all Generators classified as one "type" are identical in all respects. If only one type of Generator is to be used, only one column needs to be completed.				
A - Generator/Inverter Manufacturer Enter the brand name of the Generator.				
B - Generator/Inverter Model Enter the model name or number assigned by the manufacturer of the Generator.				
C - Generator/Inverter Software Version If this Generator's control and or protective functions are dependent on a software program supplied by the manufacturer of the equipment, please provide the version or release number for the software that will be used.				
D - Is the Generator/Inverter certified? Applicant has verified 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, has been verified by the customer as having safety certification from a nationally recognized testing laboratory. See PG&E's Rule 21, Section L for additional information regarding Generator certification.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No
F - Gross Nameplate Rating (kVA) This is the capacity value normally supplied by the manufacturer and stamped on the Generator's nameplate. This value is not required where the manufacturer provides only a kW rating. However, where both kVA and kW values are available, please indicate both.				

MACHINE-BASED TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
G - Operating Voltage This value should be the voltage rating designated by the manufacturer and used in this Generating Facility. Please indicate phase-to-phase voltages for 3-phase installations. See PG&E's Rule 21, Section H.2.b. and Table H.1., for additional information.				
H - Power Factor Rating This value should be the nominal power factor rating designated by the manufacturer for the Generator. See PG&E's Rule 21, Section H.2.i. for additional information.				
I - PF Adjustment Range Where the power factor of the Generator is adjustable, please indicate the maximum and minimum operating values. See PG&E's Rule 21, Section H.2.i.				
J - Wiring Configuration Please indicate whether the Generator is a single-phase or three-phase device. See PG&E's Rule 21, Section H.3.				
K - (MP) 3-Phase Winding Configuration (Choose One) For three-phase generating units, please indicate the configuration of the Generator's windings or inverter systems.	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye
L - (MP) Neutral Grounding System Used (Choose One) Wye connected generating units are often grounded – either through a resistor or directly, depending upon the nature of the electrical system to which the Generator is connected. If the grounding method used at this facility is not listed, please attach additional descriptive information.	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms

MACHINE-BASED TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
M – *Synchronous Generators Only:* If the Generator is of a synchronous design, please provide the synchronous reactance, transient reactance, and subtransient reactance values supplied by the manufacturer. This information is necessary to determine the short circuit contribution of the Generator and as data in load flow and short circuit computer models of PG&E's Electric System. If the Generator's Gross Nameplate Capacity is 10 MW or greater, PG&E may request additional data to better model the nature and behavior of the Generator with relation to its Electric System.				
Synchronous Reactance:	_____ (Xd %)	_____ (Xd %)	_____ (Xd %)	_____ (Xd %)
Transient Reactance:	_____ (Xd %)	_____ (Xd %)	_____ (Xd %)	_____ (Xd %)
Subtransient Reactance:	_____ (Xd %)	_____ (Xd %)	_____ (Xd %)	_____ (Xd %)
N - *Induction Generators Only:*				
Locked Rotor Current:	_____ (Amps)	_____ (Amps)	_____ (Amps)	_____ (Amps)
Stator Resistance:	_____(%)	_____(%)	_____(%)	_____(%)
Stator Leakage Reactance:	_____(%)	_____(%)	_____(%)	_____(%)
Rotor Resistance:	_____(%)	_____(%)	_____(%)	_____(%)
Rotor Leakage Reactance:	_____(%)	_____(%)	_____(%)	_____(%)
If the Generator is of an induction design, please provide the "locked rotor current" value supplied by the manufacturer. If this value is not available, the stator resistance, stator leakage reactance, rotor resistance, rotor leakage reactance values supplied by the manufacturer may be used to determine the locked rotor current. If the Generator's Gross Nameplate Capacity is 10 MW or greater, PG&E may request additional data to better model the nature and behavior of the Generator with relation to its Electric System.				
O - Short Circuit Current Produced by Generator	_____ (Amps)	_____ (Amps)	_____ (Amps)	_____ (Amps)

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT T3
MACHINE-BASED TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
P – *For Generators that are Started as a "Motor" Only:* This information is needed only for Generators that are started by "motoring" the generator. See PG&E's Rule 21, Sections L.3.d. and L.7.b. for significance and additional information. If this question was answered in Part IV, question C of this Application, it need not be answered here. 1. In-Rush Current: 2. Host Customer's Service Entrance Panel (Main Panel) Continuous Current Rating:	_____ (Amps) _____ (Amps)	_____ (Amps) _____ (Amps)	_____ (Amps) _____ (Amps)	_____ (Amps) _____ (Amps)
Q – Prime Mover Type Please indicate the type and fuel used as the prime mover or source of energy for the Generator. 1 = Natural Gas 2 = Diesel Fueled 3 = Other Fuel	1 2 3	1 2 3	1 2 3	1 2 3
R - AC Disconnect For systems requiring an AC Disconnect only, please include the requested information about the AC Disconnect. See PG&E's Rule 21, Section H.1.d Located within 10 feet of the PG&E meter?	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No
S - Lineside Tap PG&E has special requirements for a lineside tap. Contact PG&E at: Rule21Gen@PGE.com for more information.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No
T – Warranty or Service Agreement Applicant has verified that (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or (ii) have a 10-year service warranty or executed "agreement" ensuring proper maintenance and continued system performance.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT T4
FUEL CELL TECHNOLOGY

Please complete the following table for the specific generator technology indicated.

Instructions				
Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
Please indicate the number of each "**type" and quantity** of Generator being installed. Be sure all Generators classified as one "type" are identical in all respects. If only one type of Generator is to be used, only one column needs to be completed.				
A - Generator/Inverter Manufacturer Enter the brand name of the Generator.				
B - Generator/Inverter Model Enter the model name or number assigned by the manufacturer of the Generator.				
C - Generator/Inverter Software Version If this Generator's control and or protective functions are dependent on a software program supplied by the manufacturer of the equipment, please provide the version or release number for the software that will be used.				
D - Is the Generator/Inverter certified? Applicant has verified 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, has been verified by the customer as having safety certification from a nationally recognized testing laboratory. See PG&E's Rule 21, Section L for additional information regarding Generator certification.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

FUEL CELL TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
E - Generator Design Please indicate the design of each Generator. Designate "Inverter" anytime an inverter is used as the interface between the Generator and the electric system regardless of the primary power production/storage device used.	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter
F - Gross Nameplate Rating (kVA) This is the capacity value normally supplied by the manufacturer and stamped on the Generator's nameplate. This value is not required where the manufacturer provides only a kW rating. However, where both kVA and kW values are available, please indicate both.				
G - Operating Voltage This value should be the voltage rating designated by the manufacturer and used in this Generating Facility. Please indicate phase-to-phase voltages for 3-phase installations. See PG&E's Rule 21, Section H.2.b. and Table H.1., for additional information.				
H - Power Factor Rating This value should be the nominal power factor rating designated by the manufacturer for the Generator. See PG&E's Rule 21, Section H.2.i. for additional information.				
I - PF Adjustment Range Where the power factor of the Generator is adjustable, please indicate the maximum and minimum operating values. See PG&E's Rule 21, Section H.2.i.				
J - Wiring Configuration Please indicate whether the Generator is a single-phase or three-phase device. See PG&E's Rule 21, Section H.3.				
K - (MP) 3-Phase Winding Configuration (Choose One) For three-phase generating units, please indicate the configuration of the Generator's windings or inverter systems.	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT T4
FUEL CELL TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
L - (MP) Neutral Grounding System Used (Choose One) Wye connected generating units are often grounded – either through a resistor or directly, depending upon the nature of the electrical system to which the Generator is connected. If the grounding method used at this facility is not listed, please attach additional descriptive information.	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms
M - Short Circuit Current Produced by Generator	_____ (Amps)	_____ (Amps)	_____ (Amps)	_____ (Amps)
N – Prime Mover Type Please indicate the type and fuel used as the prime mover or source of energy for the Generator. 1 = Natural Gas 2 = Diesel Fueled 3 = Other Fuel	1 2 3	1 2 3	1 2 3	1 2 3
O - AC Disconnect For systems requiring an AC Disconnect only, please include the requested information about the AC Disconnect. See PG&E's Rule 21, Section H.1.d Located within 10 feet of the PG&E meter?	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No
P - Lineside Tap PG&E has special requirements for a lineside tap. Contact PG&E at: Rule21Gen@PGE.com for more information.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No
Q – Warranty or Service Agreement Applicant has verified that (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or (ii) have a 10-year service warranty or executed "agreement" ensuring proper maintenance and continued system performance.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT T5
ENERGY STORAGE TECHNOLOGY

Please complete the following table for the specific generator technology indicated.

Instructions				
Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
Please indicate the number of each "**type" and quantity** of Generator being installed. Be sure all Generators classified as one "type" are identical in all respects. If only one type of Generator is to be used, only one column needs to be completed.				
A - Generator/Inverter Manufacturer Enter the brand name of the Generator.				
B - Generator/Inverter Model Enter the model name or number assigned by the manufacturer of the Generator.				
C - Generator/Inverter Software Version If this Generator's control and or protective functions are dependent on a software program supplied by the manufacturer of the equipment, please provide the version or release number for the software that will be used.				
D - Is the Generator/Inverter certified? Applicant has verified 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, has been verified by the customer as having safety certification from a nationally recognized testing laboratory. See PG&E's Rule 21, Section L for additional information regarding Generator certification.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No
E - Generator Design Please indicate the design of each Generator. Designate "Inverter" anytime an inverter is used as the interface between the Generator and the electric system regardless of the primary power production/storage device used.	____ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter	__ Synch ____ Induct. ____ Inverter	____ Synch ____ Induct. ____ Inverter

ENERGY STORAGE TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
F - Gross Nameplate Rating (kVA) This is the capacity value normally supplied by the manufacturer and stamped on the Generator's nameplate. This value is not required where the manufacturer provides only a kW rating. However, where both kVA and kW values are available, please indicate both.				
G - Energy Storage Electrical Source Function (in addition, please complete section: "Additional Information Required for Energy Storage")	Max kWh Capacity: _____ Rated kW Discharge: _____	Max kWh Capacity: _____ Rated kW Discharge: _____	Max kWh Capacity: _____ Rated kW Discharge: _____	Max kWh Capacity: _____ Rated kW Discharge: _____
H - Operating Voltage This value should be the voltage rating designated by the manufacturer and used in this Generating Facility. Please indicate phase-to-phase voltages for 3-phase installations. See PG&E's Rule 21, Section H.2.b. and Table H.1., for additional information.				
I - Power Factor Rating This value should be the nominal power factor rating designated by the manufacturer for the Generator. See PG&E's Rule 21, Section H.2.i. for additional information.				
J - PF Adjustment Range Where the power factor of the Generator is adjustable, please indicate the maximum and minimum operating values. See PG&E's Rule 21, Section H.2.i.				
K - Wiring Configuration Please indicate whether the Generator is a single-phase or three-phase device. See PG&E's Rule 21, Section H.3.				

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT T5
ENERGY STORAGE TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
L - (MP) 3-Phase Winding Configuration (Choose One) For three-phase generating units, please indicate the configuration of the Generator's windings or inverter systems.	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye	__3 Wire Delta __3 Wire Wye __4 Wire Wye
M - (MP) Neutral Grounding System Used (Choose One) Wye connected generating units are often grounded – either through a resistor or directly, depending upon the nature of the electrical system to which the Generator is connected. If the grounding method used at this facility is not listed, please attach additional descriptive information.	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms	__ Ungrounded __ Solidly Grounded __ Ground Resistor __ Ohms
N - Short Circuit Current Produced by Generator:	_____ (Amps)	_____ (Amps)	_____ (Amps)	_____ (Amps)
O – Prime Mover Type Please indicate the type and fuel used as the prime mover or source of energy for the Generator. 1 = Natural Gas 2 = Diesel Fueled 3 = Other Fuel	1 2 3	1 2 3	1 2 3	1 2 3
P - AC Disconnect For systems requiring an AC Disconnect only, please include the requested information about the AC Disconnect. See PG&E's Rule 21, Section H.1.d Located within 10 feet of the PG&E meter?	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No	_____ Manufacturer _____ Model # _____ Rating (amps) ____ Yes ____ No

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT T5
ENERGY STORAGE TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
Q - Energy Storage (ES) System (For important sizing information related to DC-Couple configurations, see sizing note below).	_____ Manufacturer _____ Model # _____ Quantity of Units	_____ Manufacturer _____ Model # _____ Quantity of Units	_____ Manufacturer _____ Model # _____ Quantity of Units	_____ Manufacturer _____ Model # _____ Quantity of Units
R - Lineside Tap PG&E has special requirements for a lineside tap. Contact PG&E at: Rule21Gen@PGE.Com for more information.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No
S – Warranty or Service Agreement Applicant has verified that (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or (ii) have a 10-year service warranty or executed "agreement" ensuring proper maintenance and continued system performance.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

Energy Storage Charging Function:

Rated Charge Demand (Load): _____ kW

Estimated annual Net Energy Usage* of the energy storage device(s): ____ ____ kWh

*Net Energy usage = (kWh input, including charging, storage device auxiliary loads and losses) – (kWh output including discharging)

Will the Distribution Grid be used to charge the storage device: ☐ Yes ☐ No

If no: Provide technical description of control systems including (e.g. Nationally-certified piece of equipment, Relays/metering):

Source of energy for Charging: _____

Mechanism to prevent charging from the Distribution System: _____

If Yes: Will charging the storage device(s) increase the host facility's existing peak load demand:

☐ Yes ☐ No

If Yes: Provide the following loading information:

Amount of added peak demand: _____ kW

If no: Provide technical description of controls systems including:

Charging periods: _____

Mechanism to prevent charging from the Distribution System during host facility peak:

_____

ENERGY STORAGE TECHNOLOGY

Expedited Interconnection Process Selection for Non-Export Energy Storage:

☐ This project meets the requirements identified in Rule 21 Section N and this process is being selected for expedited interconnection.

Note on Sizing (DC-Coupled Configurations)

The size of the storage system in DC-coupled NEM-eligible generator plus storage systems is the lesser of the shared inverter's (or inverters') nameplate capacity (capacities summed) and the storage device's (devices') maximum continuous discharge capacity (capacities summed) listed on the device's (devices') technical specifications sheets. A storage device's maximum continuous discharge capacity may be listed on technical specification sheets using different terminology. Note: PG&E will use common sense to determine whether a device's technical specification sheet includes the appropriate metric for purposes of determining system size, regardless of the terminology used. If that metric is not included, PG&E may rely on the inverter's nameplate rating.

For example:

- What is the maximum continuous discharge capability for each storage unit?
  _____ +_____ +_____ +_____ + _____ =. total_____
- What is each inverter's nameplate rating?
  _____ +_____ +_____ +_____ + _____ =. total_____

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT P1
RES- BCT

-02

Part I – Applicability and Purpose

This *LOCAL GOVERNMENT APPLICATION FOR AN ARRANGEMENT TO TAKE SERVICE ON RATE SCHEDULE RES-BCT WITH INTERCONNECTED ELIGIBLE RENEWABLE GENERATION OF NOT MORE THAN 5 MEGAWATTS* ("RES-BCT Application") allows for a Local Government, as defined in Rate Schedule RES-BCT, to apply for an Arrangement, as defined in Rate Schedule RES-BCT, to take service on PG&E's electric Rate Schedule *RES-BCT NET ENERGY METERING SERVICE FOR LOCAL GOVERNMENT REMOTE RENEWABLE SELF GENERATION*.

For the Local Government's Arrangement (as defined in the RES-BCT tariff), this Application allows a Local Government to:

a) Elect one or more Generating Accounts with Eligible Renewable Generating Facilities, as defined in Rate Schedule RES-BCT, where each interconnected Eligible Renewable Generating Facilities at the Arrangement, has a capacity of 5 megawatts (5,000 kW) ("Generating Facility") or less; and

b) Interconnect and operate the Eligible Renewable Generating Facilities under the provisions of PG&E's Electric Rule 21;

c) Elect one or more, but no more than 50, Benefiting Account to receive the Bill Credit, as defined in Rate Schedule RES-BCT from the Generating Accounts in (a); and

d) Elect Bill Credit Allocation Percentages for each of the Generating and Benefiting Accounts.

Local Government has elected to apply for service for its Arrangement on Rate Schedule RES-BCT, which involves the interconnection and operation of its Eligible Renewable Generating Facilities in parallel with PG&E's Electric System, primarily to offset part or all of the Arrangement's own electrical requirements at the affiliated Generating and Benefiting Accounts as listed in Appendix A.

Part II – Designation of Bill Credit Allocation Percentages to RES-BCT Arrangement Accounts

A. Section 1 Instructions

- Complete the section below.

Local Government Name	Address	Date
Name: Contact Name: Contact Title:		

- Is this application for a new Arrangement or a reallocation for an existing Arrangement? (For an existing Arrangement, Local Governments may not change the Credit Allocation Percentages more frequently than once in any 12 month period.

-02

❑ This Appendix A to the RES-BCT Application is for an allocation for the initial new Arrangement.

❑ This Appendix A to the RES-BCT Application is for a reallocation for an existing Arrangement.

- Please use the attached Appendix A Section 2 page to list all Benefiting Accounts that are located in the Arrangement that will be taking service on RES-BCT. Include the Generating Account, and all Benefiting Accounts.

- Please note for each row:

  - **Account Type** - check the one box corresponding to the type of account (that is, Generating or Benefiting Account). There must be at least one Generating Account and one Benefiting Account listed. Every row (account) should have one and only one of these 2 boxes checked. *(Required).* A Rule 21 Application and Interconnection Agreement as described in Section A of the RES-BCT Application will need to be submitted for the Generating Facility at each Generating Account listed below. In the "Designated Account…" column, designate the ONE account to which PG&E should apply any remaining true-up credit as described in the RES-BCT Special Condition 2(h). It may not be the generator account.

  - **Account Address -** Provide an address, including unit number, for all Accounts. *(Required)*

  - **Name** - For Generating and Benefiting Accounts, the Account Holder's name must be entered. *(Required)*

  - **PG&E Account Number -** Enter the PG&E Account number for all accounts. *(Required)*

  - **Otherwise Applicable Rate Schedule** – Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for all accounts. *(Required)*

  - **Bill Credit Allocation Percentage –** For each Generating and Benefiting Account listed, enter the Bill Credit Allocation Percentage to the nearest whole percentage. The total of all Bill Credit Allocation Percentages must equal 100%.

  - **Appendix A, Section 2 Page Numbers –** In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2 Account List. (Start with Page 1 and do not count the page numbers for these two instruction pages.) Note that no more than 50 Benefiting Accounts may be included in an Arrangement.

Local Governments are encouraged to not allocate more Bill Credit to an account than will be used annually. If any additional Bill Credit pursuant to RES-BCT Special Condition 2 (c),(d) and (g) remains, PG&E will review the true up bills for the Generating Account and Benefiting Accounts to determine if any charges for the generation component of the energy charge remain to be credited. If yes, PG&E will apply the remaining Bill Credit to the Designated Account.

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT P1
RES- BCT

-02

B. Section 2

#	Account Type Check only one box for each row *(required field)*			Account Address *(required field)*	For Benefiting and Generating Account, List **Name** on Account,	*(Required field for All Accounts)* **PG&E Service Agreement Number**	*(Required field for All Accounts)* **Otherwise Applicable Rate Schedule (OAS) under RES-BCT**	*(Required Field for All Accounts)* **Bill Credit Allocation Percentage** (to the nearest whole percentage)
	Generator Account	Benefiting Account	Designated Account Check *only one* account Must not be a generator account					
1	❑	❑	❑					
2	❑	❑	❑					
3	❑	❑	❑					
4	❑	❑	❑					
5	❑	❑	❑					
6	❑	❑	❑					
7	❑	❑	❑					
8	❑	❑	❑					
9	❑	❑	❑					
10	❑	❑	❑					
11	❑	❑	❑					
12	❑	❑	❑					
13	❑	❑	❑					
14	❑	❑	❑					
15	❑	❑	❑					
Total Bill Credit Allocation Percentage for all accounts over all pages must equal 100% _____								

Note 1) The capacity of all Eligible Renewable Generating Facilities on each Generating Account in the Arrangement must not total more than 5 megawatts.
Note 2) There must be no more than 50 Benefiting Accounts in an Arrangement.
Note 3) The Monthly Billing Setup Recovery Charge for the Arrangement from the RES-BCT tariff will be billed to each Generating Account listed, unless otherwise note

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT P2
NEMFC LOAD AGGREGATION

As governed by Schedule NEMFC Special Condition 4, for purposes of determining if the eligible Fuel Cell Customer-Generator was a net consumer or a net producer of electricity during each Relevant Period PG&E will aggregate the load of the Fuel Cell Customer-Generator's accounts listed below where the Fuel Cell Customer Generator is the customer of record and the following requirements are met: (i) the accounts are on an applicable time-of-use rate schedule, and (ii) the accounts are located on the property where the Eligible Fuel Cell Electrical Generation Facility is located or on property adjacent or contiguous to that property as long as those properties are solely owned, leased, or rented by the Eligible Fuel Cell Customer-Generator; and (iii) all the accounts are served by the same electric commodity service provider. (i.e. the Eligible Fuel Cell Customer- Generator account and all aggregated accounts must all be on bundled service or all on CCA service, or all on DA service.)

	Meter (Badge) Number	Service Agreement ID	Rate Schedule	Address (Street, City, Zip Code)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT P3
NEM2 LOAD AGGREGATION

Part I

This is an appendix to Form 79-1151-02A, 79-978-02, 79-1137-02 or 79-1069-02 as applicable. As governed by Schedule NEM2 Special Condition 7, 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 of Special Condition 7 of PG&E's NEM2 tariff as outlined in the Customer Declaration below.

In accordance with this appendix:

(i) Pursuant to Schedule NEM2 Special Condition 7 the electricity generated by the renewable electrical generation facility 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) One time set up fee of $25 is assessed for each account in the NEMA2 arrangement (not to exceed $500). A $5 monthly fee will be assessed for each aggregated account. These fees will be billed to the generating account.

Note these fees are subject to change from time to time. Additional monthly fees (for example, but not limited to, minimum charges, meter fees, demand charges) may also apply to each account, as described in that account's otherwise applicable rate schedule,, and

(iii) Customer-Generator shall permanently be ineligible to receive Assembly Bill (AB) 920 net surplus electricity compensation (NSC), and PG&E shall retain any kilowatt hours 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 NEM2, 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.

Part II

In accordance with Schedule NEM2, as Customer-Generator you will be required to represent and warrant under penalty of perjury on the interconnection agreement that:

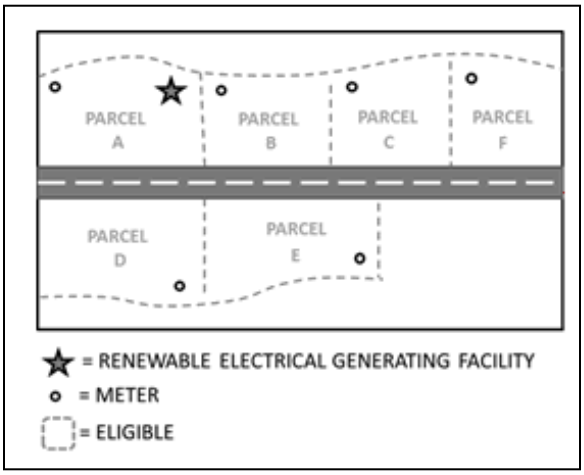
1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and

2) Each of the aggregated account meters associated with this NEM2 generator account are located either

   (i) on the property where the renewable electrical generation facility is located, or

   (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.

   For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)



3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) You agree to notify PG&E if there is any change of status that makes any of the meters listed in this Appendix ineligible for meter aggregation to ensure that only eligible meters are participating PG&E will require an updated Appendix and Declaration form and

5) In the "Variations on Customer Generator Name" fields on the following table, you may provide all variations of your name. By signing he interconnection agreement you attest that as Customer-Generator, you have sole control of all the parcels establishing contiguity for the Arrangement listed on Page 3 of this Appendix.

Variations on Customer-Generator Name
1)
2)
3)
4)
5)

You will have to sign that you understand that "sole control" means that I solely own, lease or rent each parcel or that I have an irrevocable easement that grants me sole use and control of the entire parcel. I understand that other types of easements are not sufficient to establish contiguity for NEM2A.

NEM2 LOAD AGGREGATION

Part III

A. Second Service For Generator

Requesting Second Service for Generator: ☐ Yes ☐ No

For Load Aggregation Arrangements Requesting an additional service for a Generator Account – 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.

B. Minimum Number of Aggregated Load Accounts

A NEM2A Arrangement must have at least two Aggregated Load Accounts. The generator account must have non-generator (existing) load to be counted as an Aggregated Load Account. Generator Accounts interconnected based on Part II A above, will not be counted as an Aggregated Load Account.

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT P3
NEM2 LOAD AGGREGATION

NEM2 Load Aggregation Worksheet								
Accounts	PARCEL NUMBER	ACCOUNT NAME[1] [2]	SERVICE ADDRESS	ELECTRIC ACCOUNT NUMBER[2]	ELECTRIC SERVICE AGREEMENT NUMBER[2]	ELECTRIC METER NUMBER[2]	ELECTRIC RATE SCHEDULE[2]	ANNUAL KWH LOAD[3]
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								
Load Acct 9								
Load Acct 10								
							Total Annual kWh	
							(For Standard NEM2 Solar/Wind less than 30kW) - 110% of Total Annual kWh	
Estimated Annual kWh Production			**Solar** = CEC-AC[4] rating X 1,664[5] **Wind** = Total Inverter Nameplate Rating X 2,190[6] **Other Technologies** = Total Inverter Nameplate Rating X 7,008[7]					

[1] If this is a new account, enter *NEW*.
[2] As listed on your Billing Statement
[3] For previous twelve months from date of signature. Please also enter the annual kWh for generator account prior to the generator being installed; if none, enter zero.
[4] 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
[5] Estimated Solar Production = 8,760 hrs/yr X 0.19 solar capacity factor = 1,664
[6] Estimated Wind Production = 8,760 hrs/yr X 0.25 wind capacity factor = 2,190
[7] Estimated Other Technologies = 8,760 hrs/yr X 0.80 other technologies capacity factor = 7,008

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT P4
NEM2V

hPart I - General Facility

A. Are there any other generators interconnected on this account?

- ❑ Yes
  If yes, specify what kind of generator _____
- ❑ No

B. Are there any possible generator meter access issues?

- ❑ Yes **If yes**, check all that apply:

❑ Locked Room/Gate	❑ Meter located inside of facility/residence
❑ Unrestrained animal at meter or AC disconnect switch location	❑ Other (Please explain) _____

- ❑ No

C. Are any of your accounts on a Demand Response program?

Qualified Customers are eligible for the same demand response programs and solar tariffs as NEM2 customers. Demand response payments to Qualified Customers will be based on the Qualified Customer's metered usage disregarding any contributions from virtually net-metered generation. Similarly, any other demand response programmatic elements that are affected by a customer's load (e.g., program eligibility) should also exclude from consideration any impacts of NEM2V generation.

- ❑ Yes
  If yes, what program are you on? _____
- ❑ No.

D. Generator Interconnection Tie-in Point – Does your interconnection satisfy PG&E's Meter Standards?

- ❑ Yes
- ❑ No. Reason: _____

If after review of a customer's NEM2V application PG&E determines a site assessment is essential, then PG&E may conduct a site assessment. Please note that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.

E. Are you planning to meet the requirements specified in the PG&E Greenbook (current reference is "VNEM Installation Requirements", Utility Bulletin TD6999B-005, 02/06/2012)?

- ❑ Yes
- ❑ No. Reason: _____

F. Where are you planning to tie in? Can you provide Switchgear cutsheets, detailing the proposed point of connection and bussing modification / clearances, cutsheets of the NGOM socket, to clearly identify proposed tie-in point?

Location: _____

G. Is the currently proposed tie-in point a result of restrictions placed on altering the existing panel or equipment within, as imposed by the local authority having jurisdiction?

- ❑ Yes - What restriction? _____
- ❑ No.

H. Have you confirmed the Ampere Interrupting capacity (AIC) rating of the existing panel?

- ❑ Yes
- ❑ No. Reason: _____

I. Are there existing PG&E gas or other utility's facilities in the vicinity of the proposed point of interconnection? (Note: Minimum clearances must be maintained from PG&E facilities, as specified in PG&E's Greenbook)

- ❑ Yes - Describe:_____ _____
- ❑ No.

J. Are you going to require PG&E to arrange to de-energize the service panel for you to safely connect the generator to the service panel?

(Note: that the de-energizing process may be as simple as a PG&E Troubleman opening a switch, or as involved as a PG&E crew performing switching, and rearrangement of service wires, and coordinating with neighboring customers that might be impacted by this de-energizing project. **PG&E requires ten (10) business days advance notice prior to performing such a request. Fees may apply.)**

- ❑ Yes - Describe:_____ _____
- ❑ No.

K. Can this de-energizing of the service panel be done during normal business hours?

- ❑ Yes
- ❑ No. If not, what time of the week and time of the day do you request this service disconnection to occur?

Mon Tues Wed Thu Fri Sat Sun ____:_____AM_____/_____PM___
(circle day of week) (enter time & circle AM or PM)

Note- the time of de-energizing the service panel will also depend on whether other customers are impacted and their input to the process.

L. What is the duration of the service disconnection requested?

Duration _____

M. Do you need PG&E personnel to stand by while you perform your work?

- ❑ Yes
- ❑ No

N. Will you need to obtain clearance from the local authority having jurisdiction prior to PG&E re-energizing the service panel?

(Note: Some cities/counties require that they have inspected the panel prior to reenergizing. You will need to provide proof of the local authority that your work will not require such approval, or be prepared to provide that to PG&E prior to PG&E re-energizing the panel).

- ❑ Yes
- ❑ No

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT P4
NEM2V

Part 2 - Designation of NEMV Generating Account and Benefitting Accounts and Their Respective Eligible Energy Credit Allocation

Section 1 Instructions

a. Please ensure the information on the Customer and Project Information for account information represents the owner as per NEM2V.

b. Is this an application to establishing the Annual Eligible Energy Credit Allocation for a new NEM2V Arrangement or for a change to the Allocation for an existing NEM2V facility, as described in either NEM2V Special Condition 2 or 3(g)?

- ❑ This application is for an allocation for the initial, new NEM2V Arrangement:
- ❑ This application is for a reallocation for an existing NEM2V Arrangement:

c. Please use the attached Appendix A, Section 2 page to list all Benefitting Accounts in the Arrangement that will be taking service on NEM2V. Alternatively, an Applicant may fill out the table below in a digital format (i.e. spreadsheet) and supply that along with the application and agreement to NEMVGen@pge.com The Benefitting Accounts must be associated with the same Generator Account and all must satisfy the applicable Service Delivery Point requirements in the NEM2V Applicability Section to be Eligible for Schedule NEM2V.

Please note for each row:

- **Account Type** – (required) – The Generator Account row should be completed for the pertinent information for each column indicated; the Benefitting Account rows should be complete for the pertinent information for each column indicated. If there are more Benefitting Accounts than will fit on one page please use additional sheets as required and number pages accordingly.
- **Account Address – (**required) -- Provide an address, including unit / apartment number, for all Accounts (for the Generator Account you may use the street address of the building upon which the generator will be installed).
- **Occupant's / Owner's Name** – (required) - For the Generator Account enter the Owner's name; for all Benefitting accounts enter the name of the occupant or PG&E customer name for that location.
- **PG&E Meter Number – (**required) **-** Enter the PG&E Meter Numbers for the all benefitting accounts.
- **Otherwise Applicable Rate Schedule** – required -- Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for the Generator Account and all Benefitting Accounts.
- **Eligible Allocation Percentage – (**required) -- For each Benefitting Account listed, enter the Eligible Allocation Percentage to two decimal places. The Eligible Energy Allocation Percentage for each Benefitting Account should be established so that the annual kilowatt hours allocated offsets no more than part or all of the customer's own annual electrical requirements. The total of all Benefitting Account Eligible Allocation Percentages in Appendix A for this NEM2V Arrangement must equal exactly 100%. If Owner is changing the Eligible Allocation Percentage on an existing NEM2V Arrangement, please list all allocations to confirm they add up to 100% and **circle** the changed allocations.
- **Designated Unallocated Credit Account** "system operator/qualified customer" has the option to designate the disposition of unallocated credits to either: the Common Area Account, or one Benefiting Account. In the NEM2V tariff this is referred to as the "Default Account."
- **Appendix A, Section 2 Page Numbers –** In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2, Account List. (Start with Page 1 and do not count the page numbers for this instruction page. Also indicate on one of the pages if the allocation is for a new Arrangement or an existing Arrangement).

If Owner would like billing data from a Benefiting Account in order to verify the credit allocation they need the Benefitting Account customer's consent. To facilitate this process, here is a link to the *Authorization to Receive Customer Information or Act Upon a Customer's Behalf*: https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1095.pdf - (Form 79-1095) that would need to be submitted to PG&E prior to release of the Benefitting Account customer's billing data to the Owner.

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT P4
NEM2V

Section 2

Account Type	Account Address *(required field)* (for Generator Account use street address for building with generator account)	Occupant's Name, *(Required field)* (Generator Accounts *should be under the Owner's Name* Please use name listed on PG&E Account bill)	PG&E Meter Number *(Required field)*	Otherwise Applicable Rate Schedule *(Required field)*	Eligible Allocation Percentage (*required* – to 2 decimal places, the sum of all Benefitting Account Allocation must total 100%. For changes to Existing NEM2V Arrangements, list all percentages but circle all changed percentages)	Designated Unallocated Credit Account (optional – check one Common Area or Benefiting Account to receive unallocated credits)
Generator Account						
Benefitting Accounts						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

Is this a reallocation of an existing NEM2V Arrangement? __ Yes ___ No

Part 3 - Generator Interconnection Point Documentation

Applicant shall attach the following Documentation:

- the single line diagram to illustrate connection with the selected option provided in the Metering Standard
- the switchgear, switchboard, or main panel cut-sheets/shop drawings detailing the bussing, any modifications, clearances, and proposed point of interconnection. The proposal must include a signed PE stamp and modifications must be certified by the manufacturer or a qualified third party
- pictures of the point of interconnection (see safety "Note" below).
- the meter socket cut-sheets of the net generation output meter socket
- additional material as specified by PG&E

Note: If after review of a customer's NEM2V application PG&E determines a site assessment is needed, then PG&E may conduct a site assessment. Owners are reminded that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT P5
NEMVMASH SINGLE SERVICE DELIVERY POINT

Part I - Incentives

If you are applying for a CSI rebate, please check the box for the rebate program under which your NEMVMASH project will receive incentives and understand that you will have to apply for rebates separately.

- ❑ MASH
- ❑ NSHP

Part II - General Facility

A. Are there any other generators interconnected on this account?

❑ Yes
If yes, specify what kind of generator _____

❑ No

B. Are there any possible generator meter access issues?

❑ Yes **If yes**, check all that apply:

❑ Locked Room/Gate	❑ Meter located inside of facility/residence
❑ Unrestrained animal at meter or AC disconnect switch location	❑ Other (Please explain) _____ _____

❑ No

C. Are any of your accounts on a Demand Response program?

(For more information on PG&E's demand response programs see: www.pge.com/demandresponse)

❑ Yes
If yes, what program are you on? _____

❑ No.

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT P5
NEMVMASH SINGLE SERVICE DELIVERY POINT

Part I - Designation of Generator Accounts, and Their Associated Common Area Accounts and Residential Units With Their respective Solar Energy Credit Allocation

1) Is this application for a new NEMVMASH Eligible Low Income Facility or a reallocation for an existing NEMVMASH facility? (Existing NEMVMASH facility Owners may not reallocate the Solar Allocation Percentages for all Common Area Accounts and all Residential Unit Accounts for a period of 5 years after first being interconnected on NEMVMASH even if there is a change in Owner. However, after 5 years a reallocation may be requested. Also, a reallocation of credits between the different Common Area Accounts is allowed, and similarly if a residential unit becomes uninhabitable under the terms described in the NEMVMASH tariff in Special Condition 2 g, the Owner may choose to reallocate credits to the other Residential Unit Accounts).

   This application is for an allocation for the initial new NEMVMASH Eligible Low Income Facility: ❑

   This application is for a reallocation for an existing NEMVMASH Eligible Low Income Facility: ❑

2) For a new NEMVMASH Eligible Low Income Facility, if you applied for the Multifamily Affordable Solar Housing Program (MASH), please enter the percentages in the space provided below from the MASH application.

Solar Allocation Percentage for All Common Area Account(s) Listed in the MASH Incentive Application (only required if applying for MASH Track 1a incentives):	**Solar Allocation Percentage for All Residential Unit Accounts Listed in MASH Incentive Application (only required if applying for MASH Track 1b incentives):**	**Both Percentages Must Total 100%**
%	%	= 100 %

3) Please use the Section 2 to list all accounts that are located in the Eligible Low Income Facility that will be taking service on NEMVMASH. Alternatively, an Applicant may complete the table below in a digital format (i.e. spreadsheet) and supply that along with the application and agreement to NEMVGen@pge.com. Include the Generator Account, all Common Area Accounts (if any) and all Residential Unit Accounts. The Common Area and Residential Unit Accounts must be associated with the same Generator Account and all must satisfy the applicable Service Delivery Point requirements if any, in the NEMVMASH Applicability Section to be Eligible for Schedule NEMVMASH.

NEMVMASH SINGLE SERVICE DELIVERY POINT

Please note for each row:

- **Account Type** - check the one box corresponding to the type of account (that is, Common Area, Residential Unit or Generator Account). Every row (account) should have one and only one of these 3 boxes checked. *(Required)*

- **Account Address -** Provide an address, including unit number, for all Accounts (for the Generator Account you may use the address of the nearest Common Area Account). *(Required)*

- **Name** - For Common Area Accounts and the Generator Account, the Owner's name must be entered. For Residential Unit Accounts, enter the name of the occupant, if it is known.

- **PG&E Account Number -** Enter the PG&E Account number on all Common Area Accounts and the Generator Account. (Required)

- **Otherwise Applicable Rate Schedule** – Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for all Common Area Accounts and the desired Generator Account. (Required).

- **Solar Allocation Percentage –** For each Common Area Account and Residential Unit Account listed (but not the Generator Account), enter the Solar Allocation Percentage to two decimal places. The Solar Energy Allocation Percentage for each Residential Unit Account must be in proportion to the relative size of each unit, consistent with the manner in which affordable housing rents are established. The total of all Solar Energy Allocation Percentages must equal 100%.

- **Appendix A, Section 2 Page Numbers –** In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2 Account List. (Start with Page 1 and do not count the page numbers for these two instruction pages).

  If the Eligible Low Income Facility has been on the MASH program for less than 5 years, verify that: (for all pages included).

  Total of Solar Allocation Percentages for all the Common Area Accounts (if any) _____.

  Total of Solar Allocation Percentage for all the Residential Unit Accounts _____.

  These numbers must match the percentages provided in number 3 above (if receiving MASH incentives), from Line 2, and must add up to 100%.

INTERCONNECTION APPLICATION (Form 79-1174)
ATTACHMENT P5
NEMV2MASH

Section 2

#	Account Type Check only one box for each row *(required field)*			Account Address *(required field)* (for Generator Account use address of nearest common area account)	For Residential Units, Last **Name** of Occupant, if known **For Common Area and Generator Accounts, Owner's Name (Name on PG&E Account)**	*(Required field for Common Area Accounts and Generator Account only)* **PG&E Meter Number**	*(Required field for Common Area Accounts and Generator Account only)* **Otherwise Applicable Rate Schedule (OAS) under NEMVMASH**	*(Required Field for Common Area Accounts and Residential Accounts)* **Solar Energy Allocation Percentage**
	Common Area	Residential Unit	Generator Account (only 1)					
1	❑	❑	❑					
2	❑	❑	❑					
3	❑	❑	❑					
4	❑	❑	❑					
5	❑	❑	❑					
6	❑	❑	❑					
7	❑	❑	❑					
8	❑	❑	❑					
9	❑	❑	❑					
10	❑	❑	❑					
11	❑	❑	❑					
12	❑	❑	❑					
13	❑	❑	❑					
14	❑	❑	❑					
15	❑	❑	❑					
Total Solar Energy Allocation Percentage for this page _____								

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT P6
NEMVMASH DEVELOPMENT

Please note that this does not constitute an application for **rebate** and/or **incentive programs**. For more information on these programs and their specific applications, please contact PG&E by phone, or by email using the subject "solar energy" at smarter-energy@pge.com, 1-800-933-9555 (residential) or BusinessCustomerHelp@pge.com, 1-800-468-4743 (commercial/industrial).

For more information on the , Multifamily Affordable Solar Housing (MASH) or the New Solar Homes Partnership (NSHP) for affordable housing, please go to www.pge.com/csi where you will find information about the program, including the program handbook, reservation request forms with the program contract as well as a list of requirements, FAQ's and resources. For additional questions about the California Solar Initiative (CSI), MASH or the NSHP, contact PG&E at solar@pge.com.

If you are applying for a CSI rebate, please check the appropriate box below and continue with this application.

- ❑ I am also applying for a MASH rebate, and understand that I will have to apply for MASH rebates separately.
- ❑ I am also applying for a NSHP rebate, and understand that I will have to apply for the NSHP rebates separately.

Part 1 - General Facility

A. Expected **date** of Project Completion and PG&E Receipt of Final, Signed-Off Building Permit for Generating Facility?

Date: _____

B. Are there any other generators interconnected on this account?

❑ Yes
If yes, specify what kind of generator _____

❑ No

C. Are there any possible generator meter access issues?

❑ Yes **If yes**, check all that apply:

❑ Locked Room/Gate	❑ Meter located inside of facility/residence
❑ Unrestrained animal at meter or AC disconnect switch location	❑ Other (Please explain) _____ _____

❑ No

D. Are any of your accounts on a Demand Response program?

(For more information on PG&E's demand response programs see: www.pge.com/demandresponse)

❑ Yes
If yes, what program are you on? _____

❑ No.

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT P6
NEMVMASH DEVELOPMENT

Part II - Designation of Generator Accounts, and Their Associated Common Area Accounts and Residential Units With Their respective Solar Energy Credit Allocation

Section 1 Instructions

1) Complete the section below (this information must match the Customer Electric Account Contact Information on the associated *Customer and Project Information (79-001)* for the same NEMVMASH Eligible Low Income Facility.

Eligible Low Income Development Name		
Owner Name	Address	Date

2) Is this application for a new NEMVMASH Eligible Low Income Development or a reallocation for an existing Eligible Low Income Development? Existing NEMVMASH Development Owners may not reallocate the Solar Allocation Percentages for all Common Area Accounts and all Residential Unit Accounts for a period of 5 years after first being interconnected on NEMVMASH, even if there is a change in Owner. However, after 5 years a reallocation may be requested. Also, a reallocation of credits between the different Common Area Accounts is allowed, and similarly if a residential unit becomes uninhabitable under the terms described in the NEMVMASH tariff in Special Condition 2 g, the Owner may choose to reallocate credits to the other Residential Unit Accounts.

   This application is for an allocation for the initial new NEMVMASH Eligible Low Income Development: ❑

   This application is for a reallocation for an existing NEMVMASH Eligible Low Income Development: ❑

3) A NEMVMASH Eligible Low Income Development on NEMVMASH must either receive incentive funds from the Multifamily Affordable Solar Housing Program (MASH), or the New Solar Homes Partnership (NSHP) for affordable housing, or be eligible to receive funds from the MASH program.

   Is this Development receiving funds from either the MASH or NSHP program? Yes ❑ No ❑

   If it is not receiving either MASH or NSHP incentives, is it eligible to receive MASH funds? Yes ❑ No ❑

4) For a new NEMVMASH Eligible Low Income Development, if you applied for MASH incentives, please enter the percentages in the space provided below from the MASH application.

Solar Allocation Percentage for All Common Area Account(s) Listed in the MASH Incentive Application (only required if applying for MASH Track 1a incentives):	**Solar Allocation Percentage for All Residential Unit Accounts Listed in MASH Incentive Application (only required if applying for MASH Track 1b incentives):**	**Both Percentages Must Total 100%**
%	%	= 100 %

5) Please use Section 2 to list all accounts that are located in the Eligible Low Income Development that will be taking service on NEMVMASH.

   On a building by building basis, please list all participating Generator Accounts, Common Area Accounts (if any) and all Residential Unit Accounts as specified in Section 2.

Please note for each row:

- **Account Type** - check the one box corresponding to the type of account (that is, **Generator Account**, **Common Area** or **Residential Unit**). Every row (account) should have one and only one of these 3 boxes checked. *(Required).* Additionally, Generator accounts must also list the CEC AC rating in the **Generator Capacity** column and be numbered, starting with "1" in the **Generator Number** column. The sum of all generators' capacities listed must not exceed 1 MW.

- **Account Address -** Provide an address, including unit number, for all Accounts (for Generator Accounts without an address please specify location in detail). *(Required)*

- **Name** - For Common Area Accounts and the Generator Account, the Owner's name must be entered. For Residential Unit Accounts, enter the name of the occupant, if it is known.

- **PG&E Account Number -** Enter the PG&E Account number on all Common Area Accounts and Generator Accounts. (Required).

- **Otherwise Applicable Rate Schedule** – Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for all Common Area Accounts and desired Generator Accounts. (Required).

- **Total Solar Generation (**bottom of each page) **–** For each Generator Account total the CEC AC rating. The total of all rating of all Generator Accounts on all pages must equal no more than 1 MW.

- **Solar Allocation Percentage (**bottom of the each page) - For each Common Area Account and Residential Unit Account listed (but not the Generator Account), enter the Solar Allocation Percentage to two decimal places. The Solar Energy Allocation Percentage for each Residential Unit Account must be in proportion to the relative size of each unit, consistent with the manner in which affordable housing rents are established. The total of all Solar Energy Allocation Percentages must equal 100%.

6) If the Eligible Low Income Development has been on the MASH program for less than 5 years, verify that: (for all pages included).

   Total of Solar Allocation Percentages for all the Common Area Accounts (if any) _____.

   Total of Solar Allocation Percentage for all the Residential Unit Accounts _____.

   These numbers must match the percentages provided in number 3 above (if receiving MASH incentives), from Line 2, and must add up to 100%.

INTERCONNECTION APPLICATION (Form 79-1174-02)
ATTACHMENT P6
NEMVMASH DEVELOPMENT

Section 2 Please list all participating on a building by building basis.

#	Account Type Check only one box for each row *(required field)*					Account Address *(required field)* (for Generator Accounts without an address please describe location in detail)	Owner's Name *(For Residential Units, Last Name of Occupant, if known* *For Common Area and Generator Accounts. Use Name as shown on PG&E Account)*	PG&E Meter Number *(Required field for Common Area Accounts and Generator Account only)*	Otherwise Applicable Rate Schedule (OAS) under NEMVMASH *(Required field for Common Area Accounts and Generator Account only)*	Solar Energy Allocation Percentage *(**up** to 2 decimal places. Required Field for Common Area Accounts and Residential Accounts)*
	Generator Account	Generator Number (must complete an Appendix B with a corres-ponding generator number)	Generator Capacity (must total to no more than 1 MW)	Common Area	Residential Unit					
1	❑			❑	❑					
2	❑			❑	❑					
3	❑			❑	❑					
4	❑			❑	❑					
5	❑			❑	❑					
6	❑			❑	❑					
7	❑			❑	❑					
8	❑			❑	❑					
9	❑			❑	❑					
10	❑			❑	❑					
11	❑			❑	❑					
12	❑			❑	❑					
13	❑			❑	❑					
14	❑			❑	❑					
15	❑			❑	❑					
_____ Total Solar Generation this page							Total Solar Energy Allocation Percentage for this page _____			

Electric Sample Form No. 79-1175 Sheet 1
Rule 21 Consent to Assignment Form for Non-NEM Projects

Please Refer to Attached
Sample Form

RULE 21 CONSENT TO ASSIGNMENT FORM FOR NON-NEM PROJECTS

This Rule 21 Exporting and Non-Exporting Generating Facilities Consent to Assignment and Agreement is by and among **PACIFIC GAS AND ELECTRIC COMPANY** ("PG&E"), a California corporation, _____, _____, a _____ ("Assignor"), and _____ a _____ ("Assignee").

RECITALS

A. Assignor currently owns _____ ("Facility") located at _____ _____, which will be interconnected with PG&E's electric system, and will receive standby service from PG&E. This project has an interconnection Queue number of _____ and an executed interconnection agreement under PG&E's CPUC Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities or Generating Facility Interconnection Agreement for Non-Exporting Generating Facilities. Assignor wishes to assign/sell the Project to Assignee, and Assignee agrees to the Project assignment.

B. In connection with this assignment/sale, Assignor wishes to assign to Assignee various agreements with PG&E related to the Facility that are listed on Exhibit A (the "Assigned Agreements").

C. In connection with this assign/sale, the Assignee also provides to PG&E the updated customer contact information listed in Exhibit B, such contact information to be used by PG&E for all Facility-related communication following execution of this Consent to Assignment.

NOW THEREFORE, PG&E hereby consents to an assignment by Assignor to Assignee of whatever rights, title and interest it may have in and to the Assigned Agreements, under the following terms and conditions:

1. Assignor and Assignee each recognize and acknowledge that PG&E makes no representation or warranty, express or implied, that Assignor has any right, title, or interest in the Assigned Agreements. Assignee is responsible for satisfying itself as to the existence and extent of Assignor's right, title, and interest in the Assigned Agreements and Assignee expressly releases PG&E from any liability resulting from the assignment, to which PG&E is consenting herein. Assignee and Assignor further release PG&E from any liability for consenting to any future assignments of the Agreements by Assignee or Assignor.

2. Assignee agrees that it takes the assignments of the Assigned Agreements subject to any defenses or causes of action PG&E may have against Assignor.

3. Assignee acknowledges that the assignments of Assigned Agreements may be subject to previous assignments, liens or claims executed or arising prior to the date of execution of this Consent to Assignment and Agreement.

4. Assignor hereby agrees that it shall remain liable to PG&E for each and every duty and obligation belonging to the Assignor, as the case may be, under the Assigned Agreements.

5. Assignee hereby agrees to assume each and every duty and obligation belonging to the Assignor, as the case may be, under the Assigned Agreements.

6. All notices hereunder shall be in writing and shall be deemed received (i) at the close of business of the date of receipt, if delivered by hand or (ii) when signed for by recipient, if sent registered or certified mail, postage prepaid, provided such notice was properly addressed to the appropriate address indicated on the signature page hereof or to such other address as a party may designate by prior written notice to the other parties.

7. Assignee hereby agrees that it will not reassign its rights, title or interest in and to the Assigned Agreements without the prior consent of PG&E, which shall not be unreasonably withheld.

8. Assignor hereby requests that PG&E substitute Assignee for Assignor as the notice addressee under the Assigned Agreements

9. This Consent to Assignment and Agreement is neither a modification of nor an amendment to the Assigned Agreements.

10. The parties hereto agree that this Consent to Assignment and Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

11. No term, covenant or condition hereof shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the party claimed to have so waived or excused.

12. This Consent to Assignment and Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

13. 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

IN WITNESS WHEREOF, each of the parties hereto by its officer or representative thereunto duly authorized has duly executed this Consent to Assignment and Agreement as of the date set forth beneath such officer's or representative's signature.

PACIFIC GAS AND ELECTRIC COMPANY

[PG&E Contact Information to be Supplied]

By:

Company: PACIFIC GAS AND ELECTRIC COMPANY

Signature: _____

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, each of the parties hereto by its officer or representative thereunto duly authorized has duly executed this Consent to Assignment and Agreement as of the date set forth beneath such officer's or representative's signature.

ASSIGNOR

[Assignor Contact Information to be Supplied]

By:

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, each of the parties hereto by its officer or representative thereunto duly authorized has duly executed this Consent to Assignment and Agreement as of the date set forth beneath such officer's or representative's signature.

Accepted and agreed to:

ASSIGNEE

[Assignee Contact Information to be Supplied]

By:

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

RULE 21 CONSENT TO ASSIGNMENT FORM FOR NON-NEM PROJECTS
Exhibit A

ASSIGNED AGREEMENTS

[List of Agreements and Contracts to be Assigned to be Supplied]

RULE 21 CONSENT TO ASSIGNMENT FORM FOR NON-NEM PROJECTS

EXHIBIT B

ASSIGNEE CONTACT INFORMATION

The Assignee provides the following contact information to PG&E so PG&E may direct all future communication regarding the assigned Facility to the appropriate contact in a timely fashion. The related PG&E contact information also is provided below for the Assignee's records.

For General Communications

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

For the Assignee:

Company Name _____
Primary Contact Name _____
Street Address _____
City, State, Zip _____
Phone number _____
Email Address _____

For PG&E:

Company Name **Pacific Gas and Electric Company**
Attention: _____
Address _____
Mail Code: _____
City, State, Zip _____
Phone number _____
Email Address _____

For Billing and Payment

Billings and payments shall be sent to the addresses below:

For the Assignee:

Company Name _____
Primary Contact Name _____
Street Address _____
City, State, Zip _____
Phone number _____
Email Address _____

For PG&E:

Company Name **Pacific Gas and Electric Company**
Attention: _____
Address _____
Mail Code: _____
City, State, Zip _____
Phone number _____
Email Address _____

Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

For the Assignee:

Company Name _____
Primary Contact Name _____
Street Address _____
City, State, Zip _____
Phone number _____
Email Address _____

For PG&E:

Company Name	**Pacific Gas and Electric Company**
Attention:	
Address	
Mail Code:	
City, State, Zip	
Phone number	
Email Address	

Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Assignee's Operating Representative:

Company Name	
Primary Contact Name	
Street Address	
City, State, Zip	
Phone number	
Email Address	

Distribution Provider's Operating Representative:

Company Name	**Pacific Gas and Electric Company**
Attention:	
Address	
Mail Code:	
City, State, Zip	
Phone number	
Email Address	

Changes to the Notice Information

Either Party may change this information by giving five (5) Business Days written notice prior to the effective date of the change.

Electric Sample Form No. 79-1176 Sheet 1
Green Tariff Shared Renewables (GTSR) Community Renewables (CR) Program Project Development Tariff Rider and Amendment

Please Refer to Attached Sample Form

GREEN TARIFF SHARED RENEWABLES (GTSR) COMMUNITY RENEWABLES (CR) PROGRAM PROJECT DEVELOPMENT TARIFF RIDER AND AMENDMENT

FORM # 79-1176

to the

RENEWABLE MARKET ADJUSTING TARIFF

POWER PURCHASE AGREEMENT

FORM # 79-1150

between

PACIFIC GAS AND ELECTRIC COMPANY

and

[NAME OF SELLER]

This Green Tariff Shared Renewables (GTSR) Community Renewables (CR) Program Project Development Tariff Rider And Amendment ("GTSR CR Rider and Amendment") to the Agreement (as that term is defined below) dated as of the GTSR CR Rider and Amendment Effective Date (as that term is defined below) is entered into between Pacific Gas and Electric Company, a California corporation ("PG&E"), and [Name of Seller], a [Legal Status of Seller] ("Seller"). PG&E and Seller are hereinafter sometimes referred to individually as a "Party" and jointly as the "Parties". Capitalized terms used herein and not otherwise defined in this GTSR CR Rider and Amendment shall have the meanings ascribed to such terms in the Agreement (as that term is defined below).

RECITALS

The Parties enter into this GTSR CR Rider and Amendment with reference to the following facts:

A. Concurrently herewith, PG&E and Seller enter into that certain Renewable Market Adjusting Tariff Power Purchase Agreement, (as amended from time to time, the "Agreement"), under which, among other things, Seller will sell to PG&E, and PG&E will purchase from Seller, Product upon commencement of the Term, pursuant to PG&E's Green Tariff Shared Renewables Community Renewables Project Development Tariff (Schedule GTSR-CR).

B. The Parties seek to modify the Agreement in order to incorporate provisions related to Schedule GTSR-CR.

AGREEMENT

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree to amend the Agreement as follows:

1. Sections 2.3.1, 2.3.2 and 2.3.3 are deleted and replaced with the following:

   "2.3.1. The Facility is an As-Available Facility.

   2.3.2. The Facility's renewable resource is solar *[photovoltaic (tracking) / photovoltaic (fixed tilt) / thermal / other]*.

   2.3.3. The Facility is a "small power production facility," as described in 18 CFR §§292.203(a), 292.203(c) and 292.204."

2. Section 2.8.1 is amended by deleting "If not already capable of delivering Product on the Execution Date," in the first sentence.

3. Section 2.8.2 is amended by replacing "demonstrated" with "achieved the" and replacing "by" with "Date on or before".

4. Section 3.1 is amended by adding "AC" after "3,000 kW" in the second sentence.

5. Section 3.2 is amended by deleting the ", and, for excess sale arrangements, Site Host Load" in the first sentence.

6. Section 3.3 is amended by deleting the following phrase:

   ", pursuant to Seller's election of a(n) (check one): ☐ full buy/sell; or ☐ excess sale arrangement"

7. Section 3.4.2 is amended by (i) in subsection (c) replacing the phrase "4.3 and 6.11," with "4.3, 6.6, 6.11, 21 and 22,"; (ii) in subsection (d) replacing the phrase "10.2.7 , and 14.8.4," with "10.2.7, 14.8.4, and 21"; and (iii) in subsection (i) inserting the phrase "and Section 21" after "Section 19".

8. Section 3.5 is amended by adding the phrase "first calendar day of the month following the" before "Commercial Operation Date" in the first sentence and replacing the phrase "only when" with "on the day on in which" in the second sentence.

9. New Sections 3.5.13, 3.5.14 and 3.5.16 are added to read as follows:

"3.5.13. Seller has delivered to Buyer no later than sixty (60) days prior to the anticipated Commercial Operation Date the Subscription Information and Bill Credit Instructions required under Section 3.7 containing the information required by such report;

3.5.14. Buyer has confirmed in writing that it has verified, with respect to each Subscribed Customer listed in the Subscription Information and Bill Credit Instructions delivered pursuant to Section 3.5.13 that: (i) such Customer has enrolled in Buyer's CR Tariff; and (ii) the Subscription amount for such Customer (a) does not exceed one hundred twenty percent (120%) of such Customer's forecasted annual load, as such load is reasonably determined by Buyer based on historical usage data, and (b) is projected to be in an amount of energy per year equal to or greater than: (x) 100 kWh per month on average, calculated on an annual basis or (y) twenty five percent (25%) of such Customer's load;

3.5.16. Seller has delivered to Buyer an original legal opinion, in form and substance acceptable to Buyer, and addressed to Buyer, issued by a law firm listed in The American Lawyer annual "AmLaw 100" list for the then-current year stating that the transactions between the Customers and Seller: (a) comply with securities law, and that Buyer and its ratepayers are not at risk for securities claims associated with the Project, and (b) comply with one of the following: (i) do not involve the offer or sale of "securities" under California or federal law, (ii) involve the offer or sale of securities that are registered under federal securities law and exempt from qualification under California securities law, (iii) involve the offer or sale of securities that are exempt from registration under federal securities law and are qualified under California securities law, or (iv) involve the offer or sale of securities exempt from registration under federal securities law and exempt from qualification under California securities law, as applicable. The legal opinion may not contain any exceptions or qualifications unacceptable to Buyer in its reasonable discretion. The Seller must submit to Buyer an attestation from an officer of Seller that the fact certificate provided by an officer of the Seller to the law firm issuing the legal opinion is true and complete and that Seller's business model with Customers is, and throughout the Delivery Term will be, as described in the legal opinion."

10. Section 3.6.1 is deleted in its entirety and replaced with the following:

"The price for Subscribed Delivered Energy is *[Dollar amount as text]* dollars ($*[Number]*) per kWh (the "Contract Price") multiplied by the Payment Allocation Factor for the TOD Period being calculated. *[Contract Price to be determined by Re-MAT As-Available Peaking product type.]*"

11. Inserting the following new section after Section 3.6.1:

"3.6.2. Subject to Section 3.8.4, the price for Unsubscribed Delivered Energy is the lesser of (a) the DLAP Price plus the Renewable Energy Credit Market Price (the "Unsubscribed Energy Price") and (b) the Contract Price multiplied by the Payment Allocation Factor for the TOD Period being calculated."

12. Section 3.6.2 is re-numbered as Section 3.6.3 and is amended by adding the words "or Unsubscribed Energy Price, as applicable," after the first use of the word "Contract Price".

13. Section 3.6.3 is re-numbered as Section 3.6.4 and is amended by adding the words "or Unsubscribed Energy Price, as applicable," after the first use of the word "Contract Price" and adding the words "or seventy-five percent (75%) of the Unsubscribed Energy Price, as applicable" after the second use of the word "Contract Price".

14. New Section 3.6.5 is added to read as follows:

    "3.6.5. If the Commercial Operation Date occurs on a day other than the first day of a calendar month for any reason, the price per kWh paid to Seller for Delivered Energy from the Commercial Operation Date until the first day of the next succeeding calendar month shall be the Unsubscribed Energy Price."

15. A new Section 3.7 is added to read as follows:

    "3.7. <u>Subscription</u>

    3.7.1 Seller shall provide Buyer with Subscription Information and Bill Credit Instructions in the format set forth in Appendix O (as such Appendix O may be modified by the Buyer in its reasonable discretion to reflect updates to its business practices) setting forth, with respect to each of Seller's Customers for the Project, the information required in Appendix O, such Subscription Information and Bill Credit Instructions to be delivered no later than sixty (60) days prior to the Commercial Operation Date and, thereafter, ten (10) Business Days after the first day of each calendar month, with respect to the prior calendar month. Following the Execution Date, Seller may include Subscription Information and Bill Credit Instructions for Seller's Customers for the Project who are located anywhere in Buyer's then current service territory.

    3.7.2 The aggregate Subscription level of all Customers with Subscriptions to the Facility for each month represents the "<u>Subscribed Capacity</u>" for the Facility.

    3.7.3 The Contract Capacity less the Subscribed Capacity for each billing month represents the "<u>Unsubscribed Capacity</u>" for the Facility."

16. Section 3.7.1 is re-numbered as Section 3.8.1 and is amended by (i) replacing "the Contract Price to Seller for the Product" with "Seller and credit Seller's Customers for the Product in accordance with Section 3.8.6 and in accordance with approved, accurate and undisputed Subscription Information and Bill Credit Instructions"; (ii) in subsection (a) replacing the term "Facility" with "Project"; and (iii) adding "Seller shall assign payment for Subscribed Energy to its Customers." at the end of the section.

17. Section 3.7.2 is re-numbered as Section 3.8.2.

18. A new Section 3.8.3 is added as follows:

"3.8.3. During each month of the Delivery Term, if the quotient of the average billing month Subscribed Capacity divided by the Contract Capacity is greater than the minimum Subscription level required for the corresponding billing month as specified in the table below ("Minimum Subscription Requirement"), then the payment related to all Delivered Energy shall be calculated using the Contract Price multiplied by the Payment Allocation Factor for the TOD Period being calculated as described in Section 3.8.4. The payment for the Subscribed Delivered Energy shall be applied as a bill credit to Seller's Customers and the payment for the Unsubscribed Delivered Energy, net amounts owed, shall be paid to Seller.

During each month of the Delivery Term, if the quotient of the average billing month Subscribed Capacity divided by the Contract Capacity is less than the applicable Minimum Subscription Requirement, then the payment for Subscribed Delivered Energy shall be calculated using the Contract Price and shall be applied as a bill credit to Customers, and the payment for Unsubscribed Delivered Energy shall be calculated using the lesser of the Unsubscribed Energy Price and Contract Price multiplied by the Payment Allocation Factor for the TOD Period being calculated as described in Section 3.8.4 and shall be paid to Seller.

Years of Operation	**Minimum subscription level for purposes of calculating the Minimum Subscription Requirement**
First Contract Year	45%
Second Contract Year	70%
Third Contract Year	90%
Remaining Delivery Term	95%

"

19. Section 3.7.3 is re-numbered as Section 3.8.4 and is deleted in its entirety and replaced with the following:

"3.8.4. The monthly payment will equal the sum of (a) the sum of the monthly payments for all TOD Periods in the month and (b) the Curtailed Product Payment for the month. The monthly payment will be calculated pursuant to the following formulas, where "n" is the TOD Period being calculated:

SELLER'S $PAYMENT_n$ (to be assigned to Seller's Customers for Subscribed Delivered Energy) = A x C x (D - E) x G

SELLER'S PAYMENT$_n$ (if Minimum Subscription Requirement is met) = A x C x (D - E) x F

SELLER'S PAYMENT$_n$ (if Minimum Subscription Requirement not met) = B x (D - E) x F

Where:

A = Contract Price, in $/kWh.

B = The lesser of (i) the Unsubscribed Energy Price and (ii) A multiplied by C, in $/kWh.

C = The Payment Allocation Factor for the TOD Period being calculated.

D = The sum of Delivered Energy recorded by the meter specified in Section 6.2.1 or Check Meter, as applicable, in all hours for the TOD Period being calculated, in kWh.

E = Any Delivered Energy produced by the Facility for which Buyer is not obligated to pay Seller as set forth in Section 3.8.1.

F = Unsubscribed Delivered Energy

G = Subscribed Delivered Energy

20. Sections 3.7.4 and 3.7.5 are re-numbered as Sections 3.8.5 and 3.8.6 respectively and are deleted in their entirety and replaced with the following:

21. Section 3.7.4 is re-numbered as Section 3.8.5 and is amended by (i) in subsection (c) adding ", indicating the payments associated with the Unsubscribed Delivered Energy" after "Buyer" and (ii) adding "Any amounts owed by Seller under this Agreement, including under Section 15.2.3 shall not be included in Seller's Subscription Information and Bill Credit Instructions, but shall be included in amounts payable directly to or from Seller." at the end of the section.

22. Section 3.7.5 is re-numbered as Section 3.8.6 and is deleted in its entirety and replaced with the following:

"3.8.6. Each invoice will be adjusted by any amounts owed by or to Seller under this Agreement, on or before the later of the last Business Day of the second month from which Buyer receives an invoice from Seller; provided, that Buyer shall have the right, but is not obligated, to apply any amounts due to Buyer from Seller for any charges incurred under this Agreement, for past due bills for electric service or for Buyer services, towards any amount owed to Seller under this Agreement. In the event Buyer applies any amounts due to Buyer from Seller towards an invoice issued by Seller, Buyer shall provide an

explanation of the amounts Buyer has applied towards Seller's invoice. Buyer shall make payment of each undisputed invoice related to the Unsubscribed Capacity directly to Seller. Buyer and Seller acknowledge that payment to Seller under this Agreement of each undisputed invoice related to the Subscribed Delivered Energy shall be made by Buyer in the form of bill credits to Customers in accordance with the Seller's Subscription Information and Bill Credit Instructions, and Seller hereby assigns any right to receive all such payments in respect of Subscribed Delivered Energy to such Customers."

23. Section 3.7.6 is re-numbered as Section 3.8.7 and is amended by (i) adding "in accordance with Section 19 below" after "resolved" in the third sentence; (ii) adding "or bill credit" after "any required payment" and adding "in the case of a payment only" after "date paid" at the end of the sixth sentence; and (iii) replacing "3.7.6" with "3.8.7" in the eighth sentence.

24. Section 3.7.7 is re-numbered as Section 3.8.9 and is amended by replacing "3.7.5" with "3.8.6".

25. Sections 3.7.8, 3.7.9, and 3.8 are re-numbered as Sections 3.8.10, 3.8.11, and 3.9 respectively.

26. A new Section 3.8.8 is added to read as follows:

    "3.8.8. Notwithstanding any other provision in this Agreement, Buyer is not obligated to provide a bill credit to any Customer that does not meet the requirements of this Agreement and the GTSR-CR-PD Tariff or if Buyer determines, in its reasonable discretion, that the information contained in the Subscription Information and Bill Credit Instructions is incorrect. Retroactive changes to Subscription Information and Bill Credit Instructions will not be permitted."

27. Sections 4.3.4 and 4.3.5 are amended by replacing all occurrences of "3.7" with "3.8".

28. Section 4.6 is deleted in its entirety and replaced with "[INTENTIONALLY OMITTED]".

29. Section 5.3.1 is amended by deleting "or ten (10) years have elapsed from the date Seller first received an incentive or benefit under any such program with respect to the Facility".

30. Section 5.3.9 is amended by replacing "other Laws or, in the case of excess sale arrangements, to serve any Site Host Load" with "Law".

31. New Sections 5.3.14 through 5.3.23 are added to read as follows:

    "5.3.14. Seller has not entered into any other agreement with any party for the sale of Product produced by the Project, other than Customers in accordance with the CSA and with GTSR-CR-PD Tariff;

5.3.15. Prior to the Execution Date and during the Term, (a) Seller has not and will not enter into CSAs for Subscribed Capacity exceeding, in the aggregate, one hundred percent (100%) of the Contract Capacity; and (b) Seller has not and will not enter into a CSA with any individual Customer for a Subscription exceeding 2 MW (except in the case of federal, state or local governments, schools or school districts, county offices of education, any of the California Community Colleges, the California State University or the University of California);

5.3.16. Seller, and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term: (i) the Delivered Energy qualifies and is Green-e© Energy eligible; (ii) Seller shall comply with the Green-e© Energy requirements and best practices as updated from time to time by Green-e© Energy; (iii) Seller shall provide all forms, disclosures and other documentation required by Buyer and its auditors in connection with the annual Green-e© Energy verification and audit; (iv) Seller shall provide to Buyer a copy of all annual Disclosure Documents that it provides to Customers; and (v) Seller shall provide Buyer with a completed "Green-e© Energy Attestation From Generator Participating In A Tracking System" (or successor form available on Green-e©'s website) promptly when required by Buyer, and (vi) Seller shall provide Buyer with Green-e© Energy Host attestations as they are requested;

5.3.17. Seller, and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term: the Subscription Information and Bill Credit Instructions required under Section 3.7 shall be accurate and complete. If Seller becomes aware of incorrect information contained in any current or previously submitted Subscription Information and Bill Credit Instructions, Seller shall provide Buyer with updated Subscription Information and Bill Credit Instructions. Buyer shall not be liable for any action it takes or fails to take based on incorrect information contained in inaccurate or incomplete Subscription Information and Bill Credit Instructions;

5.3.18. Seller, and, if applicable, its successors, represents, warrants and covenants that prior to the Execution Date and throughout the Term: (i) Seller has complied with and shall continue to comply with the Marketing Plan requirements of the GTSR-CR-PD Tariff and Green-e© Energy, (ii) all marketing by Seller shall be accurate and in compliance with the Federal Trade Commission Green Guides, (iii) any changes to the Marketing Plan shall be submitted to Buyer for review prior to Seller's use of such materials, (iv) Seller shall maintain an internet website dedicated to the Project containing disclosures about the Project required by Green-e© Energy, including a link to Buyer's CR Tariff webpage, a link to the Green-e© Energy website, and customer service contact information; and (v) Seller has received from Buyer and has read Attachment 1 of the CPUC's CCA Code of Conduct decision (D.12-12-036) and has not and will not circumvent it;

5.3.19. Seller has and shall continue to incorporate in each CSA it enters into with Customers the provisions required to be included in the CSA as identified in Sections 21 and 22;

5.3.20. Seller shall not use Buyer's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, without Buyer's prior written consent;

5.3.21. Seller acknowledges that the Subscriptions it sells may be considered securities under federal or California law and, accordingly, has retained its own legal counsel to provide advice on securities law matters; and

5.3.22. The Project shall comply with the requirements of the California Air Resources Board's Voluntary Renewable Electricity Program and Seller shall provide Buyer with all documents necessary to enable Buyer to retire greenhouse gas allowances on behalf of Customers in compliance with the Voluntary Renewable Electricity Program.

The last sentences in Sections 5.3.3 and 5.3.4 and Section 5.3.5 shall not be applicable to Seller's representations, warranties and covenants in the remaining portions of Sections 5.3.3 and 5.3.4. If Seller breaches or fails to perform its representations, warranties and covenants under Sections 5.3.3 or 5.3.4, such breach or failure to perform and satisfy the obligations under such sections shall be considered an Event of Default by Seller."

32. Section 6.2.3 is deleted in its entirety.

33. Section 6.8.3 is amended by adding the words "or Unsubscribed Energy Price, as applicable," after the first use of the word "Contract Price".

34. Section 6.16 is deleted in its entirety and replaced with the following:

"6.16. <u>Audit Rights</u>

Buyer, or its designee, shall have the right, at its sole expense and during normal working hours following Buyer's Notice, to audit the documents, records or data of Seller to the extent reasonably necessary to verify the accuracy of any statement, claim, charge or calculation made pursuant to this Agreement. Seller shall promptly comply with any Buyer Notice under this Section 6.16 and provide copies of or access to documents, records or data to Buyer. The rights and obligations hereunder shall survive the termination of this Agreement for a period of five (5) years."

35. Section 7 is amended by adding a new Section 7.4 at the end thereof:

"7.4 Seller shall defend, hold harmless and indemnify Buyer and its parent company, subsidiaries, affiliates, and its and their directors, officers, employees, shareholders, successors, and assigns from any and all damages, losses, or liability (including reasonable attorney's fees) for any and all claims or causes of action arising from or in connection with Seller's Subscription Information and Bill Credit Instructions, subscriptions, bill credits, disputes, violations of Law, misrepresentations made by Seller or Seller's contractors, agents, or representatives, claims relating to securities laws, or Green-e© Energy certification, or loss thereof."

36. Section 13.5.2 is amended by adding "Operation" after "Guaranteed Commercial".

37. Section 13.5.3 is amended by replacing the term "Section 3.7.9" with "Section 3.8.11".

38. Section 14.2.2.4 is amended by deleting "Subject to Section 4.6," and by replacing "Section 4.5" with "Sections 4.5 and 5.3.3".

39. Section 14.3 is amended by replacing "defaulting party" with "defaulting Party".

40. Section 14.8.2 is amended by adding the words "lesser of the Unsubscribed Energy Price and" before the word "Contract Price".

41. Section 16.1 is amended by (i) deleting the first use of "the"; (ii) adding "Green-e© Energy," before "FERC"; and (iii) adding "FERC's," after "pursuant to the CEC's,".

42. Section 17.1 is amended by (i) adding the phrase "or transfer" after the word "assign" in the first sentence; (ii) adding the phrase "any of" before "its rights hereunder" in the first sentence; (iii) adding the phrase "all of" after the phrase "assignee assumes" in subsection (a); (iv) deleting the word "and" before subsection (d); and (v) adding subsection (e) as follows:

    ", and (e) in the case of an assignment by Seller, the assignee assumes the rights and obligations of the Seller under each CSA."

43. Section 20.3 is amended by adding "; no Customer, or any other third party, shall be a third party beneficiary of this Agreement" at the end of the third sentence.

44. A new Section 20.6 is added to read as follows:

    "20.6 <u>No Partnership or Joint Venture</u>.

    Nothing contained in this Agreement shall be construed as creating any relationship whatsoever between Buyer and Seller, including that of partners, coemployment, or joint venture parties."

45. New Sections 21 and 22 are added to read as follows:

    "21 CUSTOMER-SELLER AGREEMENT

    21.1 Required Provisions.

    Seller shall include the following provisions in each CSA:

    21.1.1. An outline detailing the program structure of the CR Tariff and the GTSR-CR-PD Tariff, including the bill credit mechanism and a

statement that Buyer is not a party to, or third party beneficiary of, the CSA or the transactions between Seller and Customer, other than as a conduit for bill credits pursuant to Seller's Subscription Information and Bill Credit Instructions;

21.1.2 . The benefits and risks to Customer of subscribing to the Facility, including any termination of the PPA or termination fees that may be assessed by Seller or Buyer, and that Customer should not expect to receive bill credits in excess of the amount of consideration it provides to Seller under the CSA;

21.1.3. Customer acknowledgment of the risks associated with participating in wholesale energy markets;

21.1.4. Customer acknowledgment that it should not have any expectation of profits in deciding to enter into the CSA;

21.1.5. Customer acknowledgment that it will only receive bill credits to the extent the Project actually generates Energy and Seller provides the correct Subscription Information and Bill Credit Instructions to Buyer as specified in Section 3.7;

21.1.6. The CSA will automatically terminate upon termination or expiration of this Agreement;

21.1.7. Customer acknowledgment that Buyer is not an issuer or underwriter under California or federal securities laws with respect to the Project, and that Buyer is not making an offer to sell or selling any securities whatsoever;

21.1.8. All disputes (including those related to bill credits) will be handled between the Seller and Customer pursuant to the dispute resolution provisions in the CSA;

21.1.9. Customers must enroll with Buyer's CR Tariff as a condition to being eligible to receive bill credits;

21.1.10. Customers must un-enroll from Buyer's CR Tariff if Customer no longer wishes to subscribe to the Project; Customers cannot transfer their Subscriptions to other parties;

21.1.11. Customers may not subscribe for more than 120% of their forecasted annual load, as reasonably determined by Buyer based on historical usage data;

21.1.12. Customer Subscription payments to Seller, if any, are refundable until the Commercial Operation Date has been achieved, and Customer subscriptions are portable within Buyer's territory upon the Execution Date;

21.1.13. Seller shall notify Customer in the event of Seller's imminent bankruptcy or insolvency, or if foreclosure proceedings are initiated on the Project;

21.1.14. Disclosure that the Customer Subscription may be considered a "security" issued by Seller under federal or state law;

21.1.15. Customer is not guaranteed any energy production from the Project;

21.1.16. Information describing Green-e© Energy and what requirements Seller is subject to in order to provide Customers with Green-e© Energy product;

21.1.17. A description of Customer access rights to the Site and the Facility, if any;

21.1.18. Seller and Buyer shall share Customer information amongst themselves for purposes of billing and credits, program eligibility and verifying participation and that Buyer and Seller shall maintain the confidentiality of Customer information;

21.1.19. Seller's customer service department must respond to Customer inquiries within two (2) Business Days after a Customer request;

21.1.20. Seller shall indemnify Customers for claims arising from or related to Seller's construction, operation or financing of the Project, including liens of any type, mortgages, stop notices, and claims for bodily injury, death or property damage or destruction;

21.1.21. Seller will provide Buyer with Subscription Information and Bill Credit Instructions related to the Subscribed Capacity, and Seller shall indemnify Buyer for all related claims and billing disputes between Customer and Seller. All bill credits to Customer shall be subject to set-off and counterclaim by Buyer under Seller's power purchase agreement with Buyer;

21.1.22. A Seller transfer or sale of the Project to another entity will be subject to Buyer's consent and the transferee must (i) accept all of Seller's obligations under the power purchase agreement between Buyer and Seller, including all duties, liabilities and indemnities, and (ii) either

enter into new CSAs containing same terms and conditions as the original CSAs with existing Customers, or accept assignment of the existing CSAs with existing Customers. In addition, Seller shall provide Customers with notice of any such transfer or sale of the Project;

21.1.23. Seller shall notify Customers of any proposed modifications to the Project and provide Customers adequate time to withdraw their Subscription to the Project, subject to any applicable termination provisions in the GTSR-CR-PD Tariff, due to any such proposed modifications;

21.1.24. A Customer's minimum Subscription must be projected to be an amount of energy per year equal to or greater than: (x) 100 kWh per month on average, calculated on an annual basis or (y) twenty five percent (25%) of such Customer's load;

21.1.25. Within sixty (60) days after the Commercial Operation Date, Seller must provide completed Disclosure Documents and a statement that Seller is required by Green-e© Energy to provide updated Disclosure Documents to Customer on an annual basis;

21.1.26. Seller will not make any statements or representations in the CSA or its marketing materials implying that renewable energy is being used or delivered to anyone unless Seller knows that Renewable Energy Credit ownership supports such statements;

21.1.27. Seller representation that any electricity, stripped of Renewable Energy Credits is null power and no longer renewable and that, due to change of law provisions in the power purchase agreement between Buyer and Seller, power delivered may cease to be renewable;

21.1.28. Seller covenants not to claim the Renewable Energy Credits associated with any Delivered Energy;

21.1.29. Seller obligation regarding transfer and chain of custody of Renewable Energy Credits;

21.1.30. Seller shall provide Customer notice of any direct change of control of Seller (whether voluntary or by operation of Law); and

21.1.31. Seller shall disclose to Customers whether or not Seller will pursue Full Capacity Deliverability Status for the Project and the effects of achieving or not achieving Full Capacity Deliverability Status on the amount Customers will receive in bill credits.

22 GREEN-E© ENERGY CERTIFICATION

22.1 Seller Compliance with Green-e© Energy Requirements.

Throughout the Term, Seller must comply with Green-e© Energy eligibility criteria and requirements in its marketing materials and the CSA, throughout the Term and surviving the expiration of the Agreement, Seller must disclose requested information to the Buyer and/or Green-e© Energy for Green-e© Energy certification, including but not limited to:

22.1.1. Agreeing to provide Green-e© Energy certified resources to all Customers;

22.1.2. Agreeing to abide by Green-e© Energy requirements and best practices as specified on the Green-e© Energy website;

22.1.3. Ensuring that all marketing of and disclosures relating to the Project is accurate and in compliance with the FTC and the FTC Green Guides, GTSR-CR-PD Tariff and Green-e© Energy requirements, Code of Conduct, and best practices;

22.1.4. Maintaining a webpage with disclosures about the Project, Seller's customer service contact information, and links to both Buyer's CR webpage and the Green-e© Energy website;

22.1.5. Completed Disclosure Documents to each potential Customer prior to signing CSA with a customer and in a welcome packet distributed, sixty (60) days prior to the Commercial Operation Date and annually thereafter (and in each case with a copy to Buyer), along with a statement that such Disclosure Documents are required by Green-e© Energy, which shall include, without limitation: (i) amount of energy, in kWh, that Customer has been provided from the Project; (ii) price per kW or kWh; (iii) kW or kWh contracted for (option to also include percentage of Facility's output); (iv) the Term; (v) renewable resource mix (100% solar); (vi) Facility location; (vii) Seller's contact information; (viii) disclaimer stating that capacity does not guarantee a certain amount of output and output may vary (if selling in kW); (ix) include an estimated output in kWh for each Customer's Subscription (if selling in kW); (x) include the average kW needed to power a home in the region (if selling in kW); (xi) Seller's customer service contact information; (xii) link to Buyer's CR webpage; (xiii) all terms and conditions of Customer's Subscription; (xiv) statement that these disclosures are required by Green-e© Energy and information about Green-e© Energy certification and link to Green-e© Energy's website: www.green-e.org/energy; and

22.1.6. Seller to provide all forms, disclosure and other information to Buyer s or its auditors for annual verification and audit."

46. Appendix A is amended by (i) removing the following defined terms:

"Accepted Compliance Costs"
"Baseload Facility"
"CEC Verification"
"Compliance Action"
"Compliance Expenditure Cap"
"Control Area"
"Demonstration Hour"
"GEP Shortfall"
"Site Host Load"
"Wind Turbines"

(ii) modifying the following defined terms as follows:

"Contract Year": adding "first calendar day of the month following the" before the use of the word "Commercial Operation Date" in both instances.

"Energy": removing "and, in the case of excess sales arrangements, any Site Host Load"

"Force Majeure": in subsection (d) removing the term "wind"

"Guaranteed Energy Production": replacing term "Section 12.2" with "Section 12.1"

"Product": removing ", and, in the case of excess sales arrangements, any Site Host Load"

(iii) adding the following defined terms:

"CR Tariff" means that tariff available to customers of Buyer, between Buyer and customer, such that customers may become a Customer of Seller's Facility.

"Customer" means a customer of Buyer who takes bundled services from Buyer including having all its power requirements purchased by Buyer, and who has signed up under the CR Tariff to receive benefits from Seller's Facility.

"Customer-Seller Agreement" or "CSA" means that agreement to be executed between Customer and Seller in order for Customer to Subscribe to Seller's Facility, which shall be subject to those requirements set forth within Section 21 of this Agreement. Buyer shall not be a party to the Customer-Seller Agreement.

"Default Load Aggregation Point" or "DLAP" has the meaning set forth in the

CAISO Tariff.

"Default Load Aggregation Point Price" or "DLAP Price" means the hourly Integrated Forward Market Default Load Aggregation Point Locational Marginal Price as determined by the CAISO for the Buyer's applicable CAISO Transmission Access Charge Area.

"Disclosure Documents" means those disclosure documents required by Green-e© Energy to be provided by Seller to Customers and potential Customers, as they may be amended, supplemented or replaced from time to time, as set forth on the Green-e© Energy website at http://green-e.org/verif_docs.html or any successor webpage.

"Event of Default" has the meaning set forth in Section 14.2.

"FTC Green Guides" means those guiding documents published on the FTC website intended to provide guidance on 1) general principles applicable to environmental marketing claims, 2) how consumers are likely to interpret particular claims and how marketers can substantiate these claims, and (3) how marketers can qualify their claims to avoid deceiving customers.

"FTC" means the Federal Trade Commission.

"Green-e© Energy" means the national certification program for renewable energy administered by the Center for Resource Solutions, as such program may be amended, supplemented or otherwise changed from time to time, and about which information can be found at http://green-e.org.

"GTSR-CR-PD Tariff" means Buyer's Green Tariff Shared Renewables Community Renewables Project Development Tariff.

"Interconnection Point" has the meaning set forth in Section 2.5.

"Minimum Subscription Requirement" has the meaning set forth in Section 3.8.3.

"Renewable Energy Credit Market Price" means *[the price or price methodology as determined by the CPUC pursuant to Phase IV of the GTSR Proceeding]*.

"Scheduling Coordinator" has the meaning described in Section 15.1.

"Subscribed Capacity" has the meaning set forth in Section 3.7.2.

"Subscribed Delivered Energy" means the quotient of Subscribed Capacity divided by Contract Capacity, multiplied by Delivered Energy recorded by the meter specified in Section 6.2.1 or Check Meter, as applicable, in all hours for the TOD

Period being calculated, measured in kWh.

"Subscription", "Subscribe", "Subscribed" and other grammatical variations thereof means:

a) In the case of a capacity-based subscription business model employed in the CSA, the subscription that a Customer has signed up for, expressed in kW.

b) In the case of an energy-based subscription business model employed in the CSA, the subscription that a Customer has signed up for (expressed in kWh), multiplied by the Contract Capacity (expressed in kW), divided by the Contract Quantity (expressed in kWh/year), multiplied by 12 months/year, the product of which shall be equal to the Subscription of the Customer, expressed in kW.

Example: Load × Contract Capacity / Contract Quantity × 12 months = Subscription

"Subscription Information and Bill Credit Instructions" mean the information required to be provided by Seller to Buyer in accordance with Section 3.7 as set forth in the form provided in Appendix O.

"Unsubscribed Capacity" has the meaning set forth in Section 3.7.3.

"Unsubscribed Delivered Energy" means the quotient of Unsubscribed Capacity divided by Contract Capacity, multiplied by Delivered Energy recorded by the meter specified in Section 6.2.1 or Check Meter, as applicable, in all hours for the TOD Period being calculated, measured in kWh.

"Unsubscribed Energy Price" means the DLAP Price plus the Renewable Energy Credit Market Price.

47. A new Appendix O (attached hereto) is added to Article 1 and after Appendix M.

48. MISCELLANEOUS

(a) Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.

(b) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect. Each of the Parties hereby represents and warrants that the representations contained in the Agreement are true on and as of the date hereof as if made by the Party on and as of said date.

(c) Governing Law. THIS GTSR CR RIDER AND AMENDMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS GTSR CR RIDER AND AMENDMENT.

(d) Successors and Assigns. This GTSR CR Rider and Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this GTSR CR Rider and Amendment on behalf of such Party and to bind such Party to this GTSR CR Rider and Amendment. Any written notice required to be given under the terms of this GTSR CR Rider and Amendment shall be given in accordance with the terms of the Agreement.

(f) Effective Date. This GTSR CR Rider and Amendment shall be deemed effective as of the Execution Date.

(g) Further Agreements. This GTSR CR Rider and Amendment shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.

(h) Counterparts; Electronic Signatures. This GTSR CR Rider and Amendment may be executed in one or more counterparts, each of which will be deemed to be an original of this GTSR CR Rider and Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this GTSR CR Rider and Amendment and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this GTSR CR Rider and Amendment as to the Parties and may be used in lieu of the original GTSR CR Rider and Amendment for all purposes.

[*Remainder of Page Left Intentionally Blank.*]

IN WITNESS WHEREOF, the Parties hereto have caused this GTSR CR Rider and Amendment to be executed as of the Execution Date.

[SELLER], a [State and form of incorporation].	**PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation.
By: _____ [Name] [Title]	By: _____ [Name] [Title]

APPENDIX O
Subscribed Customer Reporting Form

Customer Subscription details are to be provided 60 days prior to the Commercial Operation Date, and afterwards, on a monthly basis to Buyer in the form attached below. Note that Seller should only fill out either the "Capacity Subscribed (kW)" or the "Load Subscribed (kWh)" column, the appropriate column shall be dictated by the business model being employed by Seller pursuant to the CSA.

Name	Service Address	PG&E service account number	Capacity Subscribed (kW)	Load Subscribed (kWh)	Load Served (kW)

**** End of Appendix O ****

Electric Sample Form No. 79-1177 Sheet 1

Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - 2014 Pilot Program

Please Refer to Attached Sample Form

Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - 2014 Pilot Program

This Agreement between _____ (the Customer) and Pacific Gas and Electric Company (PG&E or the Company) is to establish and govern the provisions of a 2014 pilot program to evaluate, and provide billing adjustments to reflect actual energy used by streetlights that have been equipped with network controls that allow the lights to be dimmed under operating schedules established by the Customer.

WHEREAS, the streetlights in question are owned by the Customer and would otherwise be subject to the standard provisions of the Company's Electric Rate Schedule LS-2; and

WHEREAS, the technology available for use in remotely programmed network control systems for streetlights has advanced to the point where the systems are now capable of logging and reporting energy used by the streetlights; and

WHEREAS, the Customer and the Company agree that the current provisions of Electric Rate Schedule LS-2 do not provide sufficient flexibility to accommodate energy use adjustments for dimming schedules made possible by the use of remotely programmed network control systems; and

WHEREAS, the Company has determined that it would be impractical, and typically not cost-effective, for customers to pay to install individual meters at each service delivery point for streetlights or streetlight circuits supporting controlled lights subject to this Agreement; and

WHEREAS, the Company agrees that the Customer has met the eligibility requirements to allow participation in this pilot program as identified in Attachment 4, including the ability of the Customer's network control system to monitor, log and report energy consumption data for the controlled streetlights; and

WHEREAS, pursuant to the Company's electric Preliminary Statement Part A, Description of Service Area and General Requirements, Section 6.a, the Customer and the Company agree that, in lieu of installing meters at each service delivery point, the Company shall provide unmetered electric service as provided herein.

NOW THEREFORE, in consideration of the terms and covenants contained herein, the Customer and the Company hereby agree as follows:

A. Establishment of Initial Estimated Average Dimming Level

A Customer shall submit lamp installs/retrofits to PG&E via the monthly inventory report as detailed in Attachment 1, section I. The establishment of the initial estimated average dimming level for each lamp shall be established according to the following terms and conditions.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

1. PG&E will initially establish any controls equipped lamps in its billing system without a Half-Hour Adjustment Value, and will bill the lamp without any credits and at the Total Energy Charge Rate from Schedule LS-2 during the first 90 days that lamp is in service. For purposes of the 2014 Pilot, A half-hour adjustment value is the number of 30-minute increments of usage required to reduce energy usage for 11 hours of operation per night for a typical "all night" light, to the energy usage for a light that is on a specific dimming schedule. The product of the half-hour adjustment value and the half-hour adjustment rate is equal to the bill credit for a lamp operating on a dimming schedule.

2. The Customer will have a 90-day period from the initial install/retrofit date of the lamp to determine and establish the final dimming schedule for the lamp. The initial and final dimming schedules (if different from initial) will be submitted to PG&E in the next monthly inventory report immediately following the end of the initial 90-day period.

3. PG&E will retroactively adjust previous billings for the lamp to credit the Customer for previous energy reductions due to dimming, with the credit to be determined by two calculations: a) the difference between the initial dimming schedule from the lamp install date to the date of implementation of the final dimming schedule, if any; and b) the difference between the period from the final dimming schedule implementation to the end date of the latest customer energy statement.

4. Within 30 days following notification by the Customer, to be provided in a monthly inventory report, PG&E will calculate and post any credits for the initial and final dimming activities during the initial 90-day period.

5. Credits derived from application of the Half-Hour Adjustment Value will be applied for each subsequent billing period until notification by the customer that dimming activities have been discontinued or modified.

6. Credits derived from application of the Half-Hour Adjustment Value will be provided as an aggregate value on the energy statement at the service agreement level, and in total as a single line item adjustment at the account level equal to the aggregate of the individual service agreement values.

A Customer's failure to conform to this procedure will subject that customer to all charges and fees accrued for the each lamp during the initial 90-day install period.

If a Customer leaves the 2014 Pilot Program, Customer shall provide PG&E with requested documentation reasonably necessary for PG&E to conduct an audit and include information related to Customer's use of controls to evaluate dimmable streetlight technology.

B. Customer's Opportunities to Change Estimated Average Dimming

After expiration of the initial 90-day period following installation or retrofit of a lamp, as described in the immediately preceding Section (Section A), then once per year, during a predetermined date period [beginning on the Customer's anniversary of its effective starting date in the 2014 Pilot Program, and ending on 6 p.m. on the 30th day thereafter], a Customer may provide written notice to PG&E that it has changed its estimated average dimming selection for each light that is used to determine its savings under this optional rate. Once a Customer provides its estimate, that estimate shall be binding for one year, as a necessary measure for Program stability.

If a Customer leaves the 2014 Pilot Program, Customer shall provide PG&E with requested documentation reasonably necessary for PG&E to conduct an audit and include information related to Customer's use of controls to evaluate dimmable streetlight technology.

C. Bill

1. Following receipt of the Customer's installed lamp type, wattage, installation date, hours of operation, and dimming percentage (as reported in the Inventory file defined in Attachment 1 below), PG&E will determine a corresponding Half-Hour Adjustment Value that provides the same or similar cost reduction, within a range of +/- 10% of the predicted cost reduction based on avoided energy usage through dimming. (*See* Dimming Percentage to Half-Hour Adjustment Conversion Table in Attachment 2).

2. PG&E will enter this Half-Hour Adjustment Value in the billing system as of the reported installation date as provided on the Customer's submitted inventory file.

3. From the effective starting date, and until otherwise informed by the Customer that dimming percentage and/or hours of operation have changed, PG&E will apply the calculated half-hour adjustment value to the otherwise applicable half-hour adjustment rate from Schedule LS-2.

4. Customer's monthly bill will reflect an adjustment value equal to the assigned Half-Hour Adjustment Value times the number of lamps assigned that value, on an aggregate basis.

5. For illustrative purposes only, and not a guarantee or representation of any Customer's anticipated actual monthly bill, an example of potential billing under the 2014 Pilot Program is at Attachment 3.

D. Audit

1. PG&E will conduct an audit of each Customer to determine whether actual, reported usage from the network control system's data loggers is accurate. This audit will normally be conducted after the first full year of operation from the Customer's effective start date in the 2014 Pilot, or one year from the date that at least 50% of the Customer's stated inventory of lights has been installed and operating. However, PG&E reserves the sole discretion to conduct an audit of any Customer at any time and for any reason.

2. Each Customer must cooperate with PG&E, including but not limited to, providing data and information requested by PG&E (such as any changes in operating schedule), providing on-site access (including waiver of costs of access, permitting fees, etc.) to the streetlight network control system software for purposes of accessing individual energy consumption values for selected streetlights and control devices, and providing access to and the ability to test the lights, circuitry and loggers and other equipment used for the operation of the participating Customer's program, including information from suppliers of equipment and/or services for the Customer's program.

3. Audits will generally be scheduled during the standard work week, between 8 AM and 5 PM. The Customer may attend and observe an audit, at its own expense.

4. The Customer must promptly meet with PG&E, if requested, to evaluate the Pilot Program, discuss proposed adjustments, if any, and discuss potential longer-term billing solutions (cost, structure, etc.), if data logger output has been found to be inconsistent with both Rule 17 and Direct Access standards (DASMMD). Audit requirements and basic outline are included in Attachment 1.

5. The Customer, at its discretion and cost, may also test data logger devices to ensure proper reporting of energy consumption (e.g. whether it is recording data to within +/- 2% accuracy).

6. The Customer must monitor its software reports for anomalies (e.g. system alarm and error messages indicating errors in energy consumption recording functions). If any of the Customer's tests or monitoring confirms any such anomalies, the Customer shall report such findings to PG&E within 5 days.

7. The Customers' responsibility for costs associated with PG&E conducting an audit is as follows:

    a. Level 1 audit (office/network operations site visit): At this stage, PG&E will conduct an audit at a Customer's streetlight network operations center. PG&E will absorb the costs of these audits that consist of an office/network operations site visit. An audit will exclude lights that were installed within three months of the scheduled audit. PG&E will provide the Customer five-business days' notice of a visit conducted under this section.

b. Level 2 audit (on-site, ground-level, visual inspection of dimmable streetlights): If for any reason, PG&E in its sole discretion determines that a Level 2 audit is necessary, then PG&E's audit will consist of a visual inspection at the site(s) where dimmable lights are physically located. PG&E will consider an alternative audit method that achieves the same purposes of an audit under this section, however, PG&E's determination shall be final. PG&E will absorb the cost of the first such Level 2 audit of a Customer. PG&E will provide Customers 48 hours' notice of a visit conducted under this section.

   In the 12-month period following the day PG&E announces it has completed a Level 2 audit, the Customer shall bear the costs of any additional Level 2 audit that PG&E, in its sole discretion, determines is warranted, unless PG&E determines that the cause(s) leading it to conduct that second Level 2 audit is due an error attributable to PG&E.

c. Level 3 audit (physical inspection of dimmable streetlights): If for any reason, PG&E in its sole discretion determines that physical inspection of enrolled dimmable streetlights is warranted, then a Level 3 audit will consist of physical access and inspection of the streetlights enrolled in the Pilot Program. The Customer agrees that it will be responsible for the all costs for any audit that requires physical inspection of the dimmable streetlights, including waiver of costs/fees the Customer may normally impose to access site(s) where the lights are located. PG&E will provide Customers ten-business days' notice of a visit conducted under this section.

d. At the time PG&E notifies the Customer of any Level 2 or Level 3 audit, PG&E and the Customer agree to consult regarding the circumstances leading to the decision to conduct the audit. PG&E and the Customer agree to exercise good faith in considering mutually agreeable alternative methods of completing the audit, as long as the method of audit selected achieves the purposes of the audit to PG&E's satisfaction. PG&E at all times retains the sole discretion to determine the timing to begin and complete the audit, consistent with the notice provisions outlined in sections b. and c. above, to determine the course and scope of the audit, and to select the methods necessary for the audit.

   PG&E will provide to the customer a non-binding estimate of the cost to the Customer. The Customer shall have five business days to review the non- binding estimate, and it may refuse to pay the cost of the audit before the date of the audit. Should the Customer refuse to pay for the cost of the audit, the Customer shall be subject to removal from the Pilot program. Such removal shall not diminish PG&E's right to audit the Customer for the period the customer took service under the pilot program, provided however, the customer shall not be charged for PG&E's audit cost. Further, the Customer shall still be responsible to provide necessary access and, for Level 3 audits, waive any costs/fees the Customer may normally impose to access the site(s) where the lights are located. Customers removed from the program pursuant to this term shall not be allowed to enroll in the 2014 Pilot

Program. For purposes of the 2014 Pilot only, the Customer's responsibility to fund PG&E's audit costs will be limited to $10,000 annually.

e. While PG&E anticipates that most of its audits will be completed by the three- level process described in this section, the foregoing is in no way a limitation upon PG&E's sole discretion and judgment to (a) determine the scope of its audits, and (b) in any way tailor its audits as it solely deems is warranted. By way of example only, and not a limitation on PG&E's discretion, PG&E reserves the sole discretion and judgment to proceed directly to a level 3 audit without completion of a Level 1 or a Level 2 audit.

E. Conditions of Service

1. If PG&E determines that more than 5% of the expected data logger readings are missing, inaccurate or otherwise unusable for any period (either consecutive or not) during the 2014 Pilot Program, PG&E reserves the right in its sole discretion to determine that the Customer is ineligible for future participation. The Customer may seek reinstatement through demonstrated resolution of these deficiencies.

2. If PG&E determines that less than 5% of the expected data logger readings of the electrical usage are either missing, inaccurate, or otherwise unusable, PG&E will notify the Customer that they have 15 business days to either provide the data in question, resolve the system deficiency preventing the receipt of reads by the network system on a forward basis such that future reads will be available for auditing of the lamp(s) in question, or demonstrate that the problem is not on the Customer side.

3. Missing, inaccurate and unusable data on electrical consumption shall be deemed to include:

   - Missing: The Customer's network control system does not have the requisite data necessary to verify, for audit purposes, the energy reduction through dimming on the streetlight.

   - Inaccurate: The read delivered by the Customer's network control system yielded a usage value outside anticipated tolerance for the dimming schedule submitted by Customer, and based on the luminaire type and wattage.

   - Unusable: The read as delivered by the Customer's network control system was not usable for purposes of PG&E's audit.

F. Audit Results

If the results of PG&E's audit of the data loggers or readings within the Customer's system are not sufficient to verify dimming activities consistent with the Customer's stated dimming schedule (as reported in the inventory report as described in Attachment 1), PG&E reserves the right to find the Customer ineligible for further participation in the 2014 Pilot Program, and bill that Customer/light at the standard LS-2 charges and fixed kilowatt hour amounts, including retroactive billing, for any period previously credited up to 3 years consistent with CPUC rules. PG&E will meet and confer with the Customer before taking this action. If the Customer is able to demonstrate, to the satisfaction of PG&E, that the problem with the data logger has been corrected, and the Customer wishes to resume participation in the pilot, the Customer shall be reinstated.

G. Review/Assessment of the 2014 Pilot Program

PG&E will assess the results of the 2014 Pilot Program in its 2017 GRC Phase II proceeding, including review of Customer data to the extent available. Its assessment may include recommendations to continue, revise or remove the pilot status of the Pilot, or to discontinue the Pilot and its rate option under Schedule LS-2. Such a proposal would be based in part on the success of the Pilot in properly capturing each Customer's usage, as well as an assessment with regard to whether the Pilot as designed is sustainable going forward.

H. Termination of 2014 Pilot Program

The 2014 Pilot Program is a temporary Pilot that will begin on the effective date of the tariffs implementing the CPUC's decision in PG&E's 2014 GRC Phase II proceeding, and end on December 31, 2017, or on the effective date of a CPUC final decision in PG&E's 2017 GRC Phase II proceeding whichever comes later.

I. Additional Items

1. Only duly authorized employees or agents of the Company may connect Customer's electrical loads to, or disconnect the same from, the Company's electric distribution facilities.

2. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on private property or within the public right of way.

3. Service furnished in accordance with this Agreement shall in all respects be subject to Company's applicable tariffs on file with the Commission and shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

4. Whenever Customer owned streetlights, controls or related equipment are attached to Company owned poles or facilities, all such Customer facilities shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95.

5. If, for any reason, the Customer determines that it is not in its interest to continue its participation in the pilot, the Customer retains the right to opt out subject to the following conditions. In order to opt out, the Customer must first provide written notice to the Company of its decision to opt out, and the Company shall return all of the Customer's network controlled streetlights to their existing non-controlled light bill by lamp type and bill them under Schedule LS-2 in accordance with PG&E Rule 12 provisions for rate changes (i.e., effective the next bill cycle). If the Customer opts out of the pilot, it may not return to service under the pilot for a year, also in accordance with Rule 12. Even after opting out, the Customer shall provide the Company with requested documentation reasonably necessary for the Company to conduct an audit and evaluate the pilot

6. The Company and the Customer will each identify an individual to serve as a primary point of contact for all issues and notices required herein, and share with the other party appropriate contact information for the identified individual. The identity and contact information for the primary contact individual may be changed by the Company or Customer as business needs change, but appropriate contact information will be shared promptly and maintained current at all times.

7. The Customer is solely responsible for streetlight system design, maintenance and operation, including selection of light sources, illumination levels, lighting pattern layout and coverage, and for establishing, implementing and maintaining any dimming schedule used to alter streetlighting output for the purpose of saving energy.

8. The waiver by either Party of any default in the performance, or failure to insist on strict performance, by the other or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - 2014 Pilot Program

APPROVED:

	PACIFIC GAS AND ELECTRIC COMPANY
Customer	
Signature	*Signature*
Type/Print Name	*Type/Print Name*
Title	*Title*
Date	*Date*

Attachment 1: Data, Scheduling and Audit Requirements
Attachment 2: Dimming Percentage to Half-Hour Adjustment Conversion Table
Attachment 3: Sample Calculation
Attachment 4: Customer Eligibility Requirements

Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - 2014 Pilot Program (Form 79-1177)

Pacific Gas and Electric Company®

ATTACHMENT 1
Data, Scheduling & Audit Requirements

I. DATA SUBMITTAL REQUIREMENTS

To be eligible for streetlight control billing adjustments, participating local governmental jurisdictions (Customers) must submit monthly inventory files to PG&E (based on Detailed Schedule for Data Reporting discussed in the Agreement for Energy Use Adjustments above as well as set forth below) that each contain:

A. Mandatory Data Fields for Monthly Reporting

(i) Base Data Fields from PG&E Records -- Provided Initially by PG&E but Included with Each Month Report by Customer

- PG&E Account ID: Provided for each streetlight data row
- PG&E Service Agreement ID (SAID): Provided for each streetlight data row
- PG&E Service Point ID: Provided for each streetlight data row
- Streetlight ID: The current PG&E or Customer assigned pole number identifying streetlight(s) with controls matching Badge Number included in PG&E billing record, required condition of LS-2 service.

(ii) Data Supplied with Each Monthly Report by Customer:

1. Install Date: The date the streetlight control was installed.
2. Wattage Rating of Control: The total wattage of installed control and monitoring equipment. <Required for energy use adjustment if control does not monitor own use and if control uses more than 1.0 Watt. Will be disregarded if control tests show less than 1 watt or if control reports its own use.>
3. Control Device Identification: Each control device shall be separately numbered and the assigned number reported to PG&E. Subsequent replacement or removal of the control device will be reported to PG&E including the date the new device was installed and the identification number if changed.
4. Lamp Wattage and Type: The type of fixture installed and wattage of the installed lamp (PG&E will adjust for ballast wattage if applicable, does not apply to LED or Induction).

ATTACHMENT 1
Data, Scheduling & Audit Requirements

5. Initial Dimming Hours of Operation: The effective date of the implementation of the initial dimming schedule, to include the hours per day the lamp is dimmed, and the percentage to which the lamp is dimmed during these hours.

6. Equipment Changes: Customer will report any change to equipment during the period, including lamp size, fixture, monitoring and control equipment changes, and all information included in items 1-5 above. Changes to dimming percentages and/or hours of operation can be submitted for any individual streetlight within the first 90 days of installation/retrofit, and thereafter annually, as set forth in the Agreement for Energy Use Adjustments.

7. Final Dimming Hours of Operation: The effective date of the implementation of the final dimming schedule, to include the hours per day the lamp is dimmed, and the percentage to which the lamp is dimmed during these hours.

8. Customers wishing to remove controls equipped lamps from participation in the pilot shall submit the effective date of the removal as detailed in item 6 above, and supply a dimming schedule of zero (0) hours per day and a dimming percentage of zero (0).

B. PG&E Establishment of Half-Hour Adjustment Value – Monthly

Based on the submitted dimming schedule and percentage, PG&E will establish a Half-Hour Adjustment Value for each project lamp. Adjustment value will remain on lamp unless customer submits a revised dimming schedule, dimming percentage, or change to luminaire type and/or wattage. The timing for submittal of changes to dimming schedule and percentages are set forth in the Agreement for Energy Use Adjustments.

C. Additional Required Information

1. Other System Collected Data: Upon request and assuming vendor system can provide it, PG&E is entitled to also receive Power (wattage), calculated burn hours, amperage, and voltage for each light, as well as certain system generated status, alarm, fault, or exception telemetry that would assist PG&E in verifying data accuracy.

ATTACHMENT 1
Data, Scheduling & Audit Requirements

II. Detailed Schedule for Data Reporting (for Monthly Billing Adjustments)

1. PG&E and the Customer will utilize the existing bill cycle for the Customer's existing streetlight account(s) unless a change is mutually agreed to by both PG&E and the Customer in writing and executed by an authorized representative of each party. Customer will submit to PG&E an inventory file, as detailed in section I.A above, each month providing all retrofits completed in the preceding 30 days. PG&E will process the file as soon as practical following receipt. Lamps and/or controls installed during the current bill cycle but submitted to PG&E after the close of the current bill cycle will be processed in the following bill cycle or subsequent bill cycles (dependent on when the individual streetlight record is received by PG&E), however retroactive adjustment of the bill for both the lamp type and/or wattage change and half-hour adjustment will be calculated and credited from the actual installation date.

2. PG&E will perform data validation processing on the submitted inventory file and provide the Customer with notification of missing or unusable data (if any) within 30 days of receipt. Inventory records lacking complete or usable data will not be processed pending receipt of corrected data or verification of the accuracy of received data by the Customer.

3. The bill for the Account and Service Agreement included in the pilot program will be produced and mailed within 2-3 days of the close of the Billing Window.

III. AUDIT REQUIREMENTS

Each year, PG&E will audit data logging/reporting accuracy for each customer, including but not limited to the following:

1. Customer will provide appropriate vendor documentation, such as specification sheets, applicable certification testing and compliance documentation, 3rd party evaluations, etc., for each vendor technology detailing the energy consumption of the controls devices, network components, and any ancillary equipment consuming power from PG&E's distribution lines that is installed or intended to be installed as unmetered.

2. PG&E will require a small number (to be determined and agreed upon later) of samples of each vendor control and monitoring technology for testing by PG&E the first time a customer seeks to deploy a network control system or when they change vendors or technology.

ATTACHMENT 1
Data, Scheduling & Audit Requirements

3. Customer will provide, at PG&E's request, periodic on-site or remote access to vendor system during the audit period to verify that system-resident readings for selected streetlight sample demonstrates energy usage reductions consistent with the dimming percentage and hours of operation reported by the customer in the inventory file.

4. PG&E may field-verify a sample of installed fixtures during the audit period to ensure a) fixture type and wattage agrees with the Customer's data file, and b) existence of control/monitoring devices there. This verification may also be accomplished through an alternative method deemed acceptable to PG&E, in its sole judgment and discretion.

5. PG&E shall evaluate whether the network control system's data loggers meet specified utility revenue quality standards under both Rule 17 and the Direct Access standards (DASMMD).

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Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - 2014 Pilot Program (Form 79-1177)

ATTACHMENT 2
Dimming Percentage to Half-Hour Adjustment Conversion Table.

Attachment 2: Dimming Percentage to Half-Hour Adjustment Conversion Table.

	Dimming Percentage					
Dimming Hours Per Night	**15%**	**25%**	**40%**	**50%**	**60%**	**75%**
2	1	1	2	2	2	3
4	1	2	3	4	5	6
6	2	3	5	6	7	9
7	2	4	6	7	8	11
8	2	4	6	8	10	12
10	3	5	8	10	12	15
11	3	6	9	11	13	17

* For purposes of application of the hour-hour adjustment, PG&E assumes a linear relationship between dimming percentage and reduction in energy consumption (e.g. a 25% dimming percentage will equate to a half-hour adjustment value approximating a 25% reduction in usage as applied to the LS2 tariff consumption value for that lamp type and wattage).

Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - 2014 Pilot Program (Form 79-1177)

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ATTACHMENT 3
Sample Calculation Under 2014 Pilot Program

Customer intends to operate dimmable lamp on a 7 hour dimming schedule at 50% reduction.

150 Watt LED								
		AN-Hours	Hours Per Month	Tariff KWH	Cost Per KWH	Energy Cost	Facility Cost	Total Cost
	Standard Cost	11	341.6667	50.4	$0.13840	$ 6.975	$ 0.206	$ 7.18
50% Dimming 10PM to 5AM						Half Hour Adjustment Value	Half Hour Adjustment Credit	
				Dimming Credit		-7	$ 0.314	$ (2.20)
							Net Cost	$4.98

Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - 2014 Pilot Program (Form 79-1177)

Pacific Gas and Electric Company®

ATTACHMENT 4
Customer Eligibility Requirements

Eligibility for Participation

A Customer's effective starting date in the 2014 Pilot Program shall be the latter of the date that the Customer and PG&E execute the Special Contract. Participation in the 2014 Pilot Program will be open to any Customer that satisfies the following eligibility requirements:

1. A Customer must provide to PG&E sufficient evidence, in PG&E's sole determination, that it has deployed a network controlled streetlight system that meets the minimum technical requirements for accuracy of data recording and reporting, as set forth further below, and comply with reasonable requests for information sufficient for PG&E to identify potential issues or problems with the system's workability for purposes of this rate. Without limitation, documentation can include technical specifications for energy consumption for both luminaires, control devices, and network components.

2. A Customer's network control/monitoring system must include vendor documentation substantiating network control system data logger accuracy within +/- 2 percent, consistent with Rule 17 and the Direct Access Standards (DASMMD).

3. A Customer's network control/monitoring system must include the capability to record energy consumption values at hourly intervals.

4. A Customer shall have 30 calendar days from the installation date of any network controlled streetlight device(s) in the field to notify PG&E of the installation. Data files supplying this information are to follow a format to be provided by PG&E. Data files will be emailed to a dedicated PG&E mailbox to be specified by PG&E.

5. A Customer must inform PG&E in writing how many new lights it plans to include in the 2014 Pilot as it makes that determination. The Customer will provide specific information on the streetlights as they are installed, including, but not limited to: the model and manufacturer of the luminaire and the model and manufacturer of the monitor/control system.

6. Customers can revise the number of lights included in the 2014 Pilot Program at any time, through inclusion in the monthly inventory file and by providing the streetlight specific information detailed in Attachment 1, section 1.A. However, after establishment of the final dimming schedule (as defined in Attachment 1, section 1.A.ii.7, and Agreement for Energy Use Adjustment), changes to the dimming schedule are limited to once

every 12 months, with the exception of streetlights that are being either completely de-energized or returned to a non-dimming operational state.

7. All other non-streetlight or parasitic load must be accounted for and billed under separate agreements, including network components of the streetlight network system, such as unmetered network gateways, that are served from PG&E's distribution system via non-metered connections.

8. A Customer's application must include technical specifications for energy consumption of luminaires, control devices, network components, and any other parasitic load not recorded by a PG&E metering point.

9. Each control device must record its own usage, or, per agreement, for total device consumption greater than one watt, the Customer and PG&E may determine the estimated usage of each device and agree to a fixed adjustment in advance.

10. The provision of information to PG&E will be for purposes of compliance with this 2014 Pilot Program, and does not insert PG&E as an evaluator of the network controllable streetlight technology selected by a Customer. Rather, the Customer or prospective Customer understands and accepts the risk of any harm potentially resulting from a failure of a network controllable streetlight system to meet PG&E's qualifications for participation or continued participation in the 2014 Pilot Program.

11. A Customer must satisfy all of the eligibility requirements for the 2014 Pilot Program at all times during the Pilot. If at any time PG&E determines that a Customer does not meet all eligibility requirements, PG&E shall provide a notice of ineligibility to that Customer specifying each and every requirement it has been found not to meet. If the Customer cannot document that it has cured each deficiency and meets all eligibility requirements within 60 days of such notice, it shall be removed from this 2014 Pilot Program. The Customer may seek reinstatement through adequate demonstration, in the sole judgment of PG&E, that the Customer's streetlight system satisfies all of the eligibility requirements detailed in this Attachment 4 and meets the requirements of Section E, Conditions of Service, Part 1, of the Special Contract for Unmetered Service, for a consecutive thirty day period.

12. PG&E retains the sole discretion, at any time and for any reason, to revise the minimum requirements for a network controllable streetlight system to qualify for the 2014 Pilot Program, including but not limited to minimum technical requirements for accuracy of data recording and reporting. A

ATTACHMENT 4
Customer Eligibility Requirements

Customer already participating in the 2014 Pilot Program will not need to satisfy revised qualifications for continued participation in the Program.

If a permanent LS-2 rate option is created as a result of the 2014 Pilot, the Customer may elect to receive service under that permanent rate option, the rate option it received during the 2014 Pilot, or the standard applicable streetlight rates.

13. Nothing relating to the 2014 Pilot shall be read to in anyway limit PG&E's sole and unfettered discretion and judgment to establish rate schedules affecting streetlights.

ELECTRIC SAMPLE FORM 79-1178
PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2
SUBMETER MDMA REGISTRATION AGREEMENT

Please Refer to Attached
Sample Form

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Submeter MDMA Registration Agreement

1.0 Instructions for Qualifying as a Submeter Meter Data Management Agent

Background

On November 19, 2013, the California Public Utilities Commission (Commission or CPUC) issued Decision (D.)13-11-002 modifying the PEV Submetering Protocol requirements set forth in D.11-07-029 by adopting the Commission Energy Division (ED) Staff's Plug-In Electric Vehicle Submetering Roadmap for a two-phase pilot. Resolution E-4651, dated June 26, 2014, requires the investor-owned utilities (IOUs) to submit a Phase 2 Tier 2 Advice Letter that includes the metering requirements provided by the ED to the IOUs, draft versions of the data format template, the Submeter Meter Data Management Agent (MDMA) Registration Agreement (RA), the customer enrollment Agreement, and MDMA Service Requirements.

Submeter MDMA Registration Process

Submeter MDMA Registration for the Phase 2 Pilot will be a two-step process:

Step 1:

All Submeter MDMAs desiring to participate in the Phase 2 Pilot must complete and submit the attached Submeter MDMA Registration Agreement to the Commission's Energy Division's (ED), Melicia Charles, to receive preliminary approval to participate in the Phase 2 Pilot (Note: Electronic signatures will not be accepted on the Submeter MDMA Registration Agreement (RA).)

Submeter MDMAs must indicate the following in the RA: (1) the number of submeters associated with customers that have agreed to participate as of the date they submit the RA and (2) the total number of submeters that they plan to enroll. The Phase 2 Pilot starts on January 16, 2017, and ends on April 30, 2018. Any individual customer participant may only participate for a maximum of 12 billing cycles.

The Commission may require that potential Submeter MDMAs comply with certain Energy Division standards in experience, education and training to perform the functions of a Submeter MDMA. These functions and associated requirements are described in detail in the Phase 2 Performance Standards for Metering and Meter Data Agents Participating in California's Electric Vehicle Submetering Pilot (Performance Standards), and attached hereto as Attachment 1.

The Energy Division will review the submitted documentation, determine if the prospective Submeter MDMA standards meet the requirements established by the Commission, and notify the Submeter MDMA whether its request is preliminarily approved via e-mail. The determination is based on the Energy Division's review of the Submeter MDMA's written, completed application and documentation. The Energy Division will make reasonable efforts to review the documentation and respond to the Submeter MDMA request within five business days. Missing documentation may require the prospective Submeter MDMAs to resubmit that portion of the application and restart the five business day review process. The Energy Division may also request additional information, as needed, to provide preliminary approval of the MDMA's registration request to participate in the Phase 2 Pilot.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Step 2:

Final approval to act as a Submeter MDMA in each IOU's territory will be granted by the IOU to Submeter MDMAs that satisfy the requirements established in the MDMA Performance Standards, Attachment 1, and the ability to meet the IOU's EV Submeter Pilot Phase 2 Data Reporting and Transfer Requirements (Data Exchange Requirements), attached hereto as Attachment 2.

Several requirements must be met prior to the start of the Phase 2 Pilot on January 16, 2017, for Submeter MDMAs to receive final approval to participate in the Phase 2 Pilot. Note that some of the requirements may differ among the three IOUs. The requirements include but are not limited to:

1. Certifying Phase 2 Submetering MDMA equipment to Underwriters Laboratories (UL) standards by an Occupational Safety & Health Administration (OSHA)-approved Nationally Recognized Testing Laboratory (NRTL).

2. Providing each IOU with documentation of compliance with the EV Submeter Pilot Phase 2 Performance Standards for Metering and Meter Data Management Agents in general and the results of accuracy testing specifically for each submeter model type.

3. Passing the interval usage submeter data transmittal tests for each IOU in whose territory the Submeter MDMA has chosen to participate. (Note: Upon receipt of the Submeter MDMA's Registration Agreement, each IOU will electronically forward a copy of its data exchange requirements to the Submeter MDMA.

4. Providing each IOU in whose territory the Submeter MDMA has chosen to participate the required information to set up Submeter MDMA payments (i.e. vendor establishment, purchase orders).

5. Enrolling as an IOU customer in each IOU in whose territory the Submeter MDMA has chosen to participate if an MDMA elects to provide services as a Multiple Customer- of-Record (MCOR) customer.

Enrollment

1. The Submeter MDMA must submit a completed Single Customer-of-Record Customer Enrollment Agreement (Form xxx) or a Multiple Customer-of-Record Enrollment Agreement Form (XXX) for each participating customer (CEA). Such enrollments must be received by the IOU at least 5 business days prior to the start date of the customer's next billing cycle to become effective on that date, unless the volume of customer agreements in process at that time exceeds an average of five (5) agreements per business day over any five (5) business day period, in which case the enrollment will become effective at the beginning of the customer's subsequent billing cycle.

2. The enrollment period is for the first 3 1/2 months of the Phase 2 Pilot, January 16, 2017 – April 30, 2017 or until the maximum of 500 submeters is reached, whichever is earlier (Enrollment Period). Only 100 of the total 500 submeters may be related to NEM accounts. For the first 1 1/2 months of the Enrollment Period (Exclusivity Period), each Submeter MDMA will have "Exclusivity Rights" to enroll a pre-determined number of submeters into the Pilot. This number will be determined by dividing the Pilot's enrollment cap of 500 by the number of Submeter

MDMAs participating in the Pilot. Exclusivity Rights expire at the end of February 2017, which is followed by the first-come, first-served Open Enrollment Period for two months ending April 30, 2017, or once 500 submeters have been enrolled, whichever is earlier.

3. During the Open Enrollment Period, utilities will notify Submeter MDMAs of remaining submeters available via email by Wednesday of the following week.

Submeter Testing and Calibration

1. Submeter MDMAs must provide each IOU with documentation of compliance with the EV Submeter Pilot Phase 2 Performance Standards for Metering and Meter Data Management Agents in general and the results of accuracy testing specifically for each submeter model type.

2. Nexant or another independent evaluator may randomly field test no more than five percent of the submeters for accuracy.

Submeter Safety Requirements

Any Electric Vehicle Supply Equipment (EVSE), EVSE with embedded submeter, and/or stand-alone submeter installed prior to the Phase 2 Pilot must have been certified by an Occupational Safety & Health Administration (OSHA)-approved Nationally Recognized Testing Laboratory (NRTL). Any EVSE, EVSE with embedded submeter, stand-alone submeter, except a plug-in EVSE or plug-in EVSE with embedded submeter, and related PEV charging circuits, must have been installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and obtained any required inspection and approval by the local Authority Having Jurisdiction (AHJ). The OSHA-approved list of NRTLs is maintained at: https://www.osha.gov/dts/otpca/nrtl/.

Any EVSE, EVSE with embedded submeter, and/or stand-alone submeter installed as part of the Phase 2 Pilot must be certified to Underwriters Laboratories (UL) standards by an OSHA-approved NRTL. Any EVSE, EVSE with embedded submeter, stand-alone submeter, except a plug-in EVSE or plug-in EVSE with embedded submeter, and related PEV charging circuits must be installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and must obtain any required inspection and approval by the local AHJ.

Data Format

Submeter MDMAs must satisfy the IOU's EV Submetering Pilot Phase 2 Data Reporting and Transfer Requirements, Attachment 2.

Data Format and Transfer Testing

After the IOU receives the completed preliminarily approved Submeter MDMA Registration Agreement from the Energy Division, the Submeter MDMA must complete an IOU specific Service Request to schedule the data format and transfer acceptance test to ensure the Submeter MDMA can produce a secure data file that satisfies the IOU's Data Exchange Requirements. To schedule the test, please contact the Submetering Pilot Project Lead at each IOU.

MDMA Data Responsibilities

If the data that is made available to the customer through a web-based or mobile phone application or provided by the MDMA via customer request does not match the submeter data sent to the IOU then the MDMA must notify the customer of the discrepancy and explain the reason for the difference. The MDMA must also update the online data to accurately reflect the billing information sent to IOU prior to delivery of the IOU bill to the customer.

Security and Confidentiality

Submeter MDMAs must comply with data security and confidentiality requirements specified in the CPUC's Privacy Rules, PG&E's Electric Rules 9 and 27 and SCE's Electric Rule 25, and SDG&E's Electric Rule 33 (Protecting the Privacy and Security of Customer Usage Information). The Submeter MDMA's access to, use of, and disclosure of customer-specific energy usage and billing data is subject to the prior, express written consent of the participating customer and the sole responsibility of the Submeter MDMA.

VEE Performance Standards

For the purposes of the Phase 2 Pilot only, the usage measured at the EV submeter will be used to allocate energy usage between a primary load and electric vehicle load. IOU will accept the Submeter MDMA's data as being "valid" or VEE'd and bill both the EV and primary accounts accordingly. In addition, the Submeter MDMA is not required to satisfy the "Standards for Validating, Editing, and Estimating Monthly and Interval Data for Monthly and Interval Data" contained in "VEE-Attachment of the Direct Access Standards for Metering and Meter Data".

MCOR Submeter EVSP/MDMA Submeter Payment

If the MCOR Submeter EVSP/MDMA submeter payment does not include a list of all unique IDs and payment for each submeter, the IOU will apply payment to the accounts in accordance with payment processing policies.

Dispute Resolution

Submeter MDMA will be the single point-of-contact for all submeter data issues regardless of any agreement the Submeter MDMA may have with other organizations providing services on your behalf. The IOU will be the single point-of-contact for all IOU billing issues.

MCOR Submeter MDMA Payment Default

Payment default processes will follow each IOU's existing non-domestic collection path flow. In addition, the primary meter customer is simultaneously informed that thereafter, EV charging will be billed on the customer's primary meter rate. If the MDMA does not pay the closing bill, the amount due will be transferred to the primary meter customer's account.

Submeter MDMA Termination

IOU will notify Submeter MDMA if the Submeter MDMA fails to timely meet performance requirements for two consecutive billing periods. Absent corrective actions, if Submeter MDMA fails to timely meet performance requirements for a third consecutive month, IOU may petition Energy Division to terminate Phase 2 Pilot participation by Submeter MDMA and its customers.

Jurisdiction

This agreement and the obligations to the parties under this agreement at all times shall be subject to the regulatory jurisdiction and supervision of the Commission and to such modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Indemnification

I, Submeter MDMA, hereby releases, holds harmless, and indemnifies the IOUs from any liability, claims, demands, causes of action, damages, or expenses resulting from my MDMA participation in the Phase 2 Pilot under this Registration Agreement.

[This Agreement must be signed by someone who has authority to financially bind the Submeter MDMA.]

Signature of Authorized Agent of Company	Submeter MDMA Company Name
Name of Authorized Agent of Company (Print)	Executed on (Date)
Phone Number	City and State Where Executed

2. 0 Submeter MDMA Registration Agreement

This registration is for Phase 2 only and expires on April 30, 2018.

Submeter MDMA NAME	Contact Person
Address:	Title
City, State, ZIP	Phone Number
Address	Email Address
Submeter MDMA's DUNS Number	

Check the box for each IOU the Submeter MDMA has selected to serve and provide estimates of the number of submeters including the total submeters across all chosen IOUs:

☐ **Pacific Gas and Electric**

Number of submeters associated with customers that have agreed to participate: ☐

Total number of submeters you plan to enroll and provide submetering services: ☐

Total Submeter installations will be broken down as follows:

Residential:	Non-NEM	☐	+ NEM	☐	= Subtotal	☐
		+		+		+
Commercial:	Non-NEM	☐	+ NEM	☐	= Subtotal	☐
		=		=		=
	Subtotal	☐	Subtotal	☐	= Total	☐
Residential:	SCOR	☐	+ MCOR	☐	= Subtotal	☐
		+		+		+
Commercial:	SCOR	☐	+ MCOR	☐	= Subtotal	☐
		=		=		=
	Subtotal	☐	Subtotal	☐	= Total	☐

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Submeter MDMA Registration Agreement

☐ **Southern California Edison**

Number of submeters associated with customers that have agreed to participate: ☐

Total number of submeters you plan to enroll and provide submetering services: ☐

Total Submeter installations will be broken down as follows:

Residential:	Non-NEM	☐	+ NEM	☐	= Subtotal	☐
		+		+		+
Commercial:	Non-NEM	☐	+ NEM	☐	= Subtotal	☐
		=		=		=
	Subtotal	☐	Subtotal	☐	= Total	☐

Residential:	SCOR	☐	+ MCOR	☐	= Subtotal	☐
		+		+		+
Commercial:	SCOR	☐	+ MCOR	☐	= Subtotal	☐
		=		=		=
	Subtotal	☐	Subtotal	☐	= Total	☐

☐ **San Diego Gas & Electric**

Number of submeters associated with customers that have agreed to participate: ☐

Total number of submeters you plan to enroll and provide submetering services: ☐

Total Submeter installations will be broken down as follows:

Residential:	Non-NEM	☐	+ NEM	☐	= Subtotal	☐
		+		+		+
Commercial:	Non-NEM	☐	+ NEM	☐	= Subtotal	☐
		=		=		=
	Subtotal	☐	Subtotal	☐	= Total	☐

Residential:	SCOR	☐	+ MCOR	☐	= Subtotal	☐
		+		+		+
Commercial:	SCOR	☐	+ MCOR	☐	= Subtotal	☐
		=		=		=
	Subtotal	☐	Subtotal	☐	= Total	☐

Total for all selected IOUs

Number of submeters associated with customers that have agreed to participate: [ ]

Total number of submeters you plan to enroll and provide submetering services: [ ]

Total Submeter installations will be broken down as follows:

Residential:	Non-NEM	[ ]	+ NEM	[ ]	= Subtotal	[ ]
		+		+		+
Commercial:	Non-NEM	[ ]	+ NEM	[ ]	= Subtotal	[ ]
		=		=		=
	Subtotal	[ ]	Subtotal	[ ]	= Total	[ ]

Residential:	SCOR	[ ]	+ MCOR	[ ]	= Subtotal	[ ]
		+		+		+
Commercial:	SCOR	[ ]	+ MCOR	[ ]	= Subtotal	[ ]
		=		=		=
	Subtotal	[ ]	Subtotal	[ ]	= Total	[ ]

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Pacific Gas and Electric Company®

Attachment 1

Performance Standards for Metering and Meter Data Management Agents

1. STANDARDS FOR EV SUBMETERING

A. Physical Location

1. **Location.** The submeter must be located at any fixed point between the primary IOU electric meter and the electric vehicle supply equipment (EVSE) coupler. Any EVSE containing an embedded submeter must indicate that it contains a metering device.

2. **Identification.** Each submeter embedded in EVSE or standalone, must be labelled with or display a unique identifier associated with each EVSE coupler.

3. **Security.** A meter system shall be designed and constructed so that metrology components are adequately protected from environmental conditions likely to be detrimental to accuracy. Components shall be designed to prevent unauthorized access to adjustment mechanisms and terminal blocks by providing for application of a physical security seal or an Audit Trail.

4. **Security from Tampering and Diversion Resistance for Non-EV End-Uses.** During Phase 2 of the submetering pilot, no sealing requirements will be placed on the submeter, regardless of whether remote configuration is feasible. The Submeter Meter Data Management Agent and/or EVSPs should document how they physically prevent tampering of submeters No means shall be provided by which any measured electricity can be diverted from the submetering device for non-EV charging end-uses.

B. Accuracy and Measurement

1. **Accuracy.** The submeter must demonstrate meter acceptance accuracy of +/-1%, and must maintain accuracy of +/- 2% during the second Phase of the pilot. The term 'accuracy' is equivalent to the same term used in the ANSI C-12 standard or equivalent to 'tolerance' in NIST Handbook 44 Section 3.40 T.2. Submeter MDMA is responsible for describing how they comply with this accuracy requirement prior to pilot installation.

2. **Interval of Measurement.** The submeter shall have the capability to measure energy consumption in time intervals equal to the interval used by the IOU, but submeters are not be required to measure energy consumption in intervals smaller than 15 minutes. A Submeter MDMA has the option to measure in less than 15-minute time periods if they choose to do so. Regardless of the submeter's measurement interval, the Submeter MDMA must report energy consumption data in time intervals consistent with those used by the IOU.

3. **Standard Time Synchronization.** The submeter's time shall be synchronized to the Universal Time Coordinate (UTC) time standard as defined by the National Institute of Standards and Technology (NIST), and shall be within +/- two (2) minutes of UTC, while the EVSE is in service. Submeter MDMA is responsible for describing how they comply with this accuracy requirement prior to pilot installation.

4. **Unit of Measurement.** The submeter must measure electricity data to the nearest Watt-hour (Wh) for each time interval and must be time-stamped to indicate the time/date of the energy consumption.

5. **Submeter and MDMA Storage of Data.** The device memory shall retain information on the quantity of electricity consumed in event of a loss of external power or EVSE service outage. Values indicated or stored in memory shall not be affected by electrical, mechanical or temperature variations, radio-frequency interference, power failure, or any other environmental influences to the extent that accuracy is impaired per UL 2594. Submeter shall keep accurate time and have local storage sufficient to retain interval data while the EVSE remains in service, and data stored in device memory shall be retrievable by MDMA.

6. **IOU Storage of Data.** Watt-hour data accumulated and indicated shall be retained by the IOU consistent with the same data storage requirements applicable to customer billing data.

C. Safety

1. **Devices Installed Prior To Phase 2 Pilot.** Any Electric Vehicle Supply Equipment (EVSE), EVSE with embedded submeter, and/or stand-alone submeter installed prior to the Pilot was certified by an Occupational Safety & Health Administration (OSHA)-approved Nationally Recognized Testing Laboratory (NRTL). Any EVSE, EVSE with embedded submeter, stand-alone submeter, except a plug-in EVSE or plug-in EVSE with embedded submeter, and related PEV charging circuits, were installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and obtained any required inspection and approval by the local Authority Having Jurisdiction (AHJ). The OSHA-approved list of NRTLs is maintained at: https://www.osha.gov/dts/otpca/nrtl/.

2. **Devices Installed As Part Of The Phase 2 Pilot.** Any EVSE, EVSE with embedded submeter, and/or stand-alone submeter installed as part of the Phase 2 Pilot is certified to Underwriters Laboratories (UL) standards by an Occupational Safety & Health Administration (OSHA)-approved Nationally Recognized Testing Laboratory (NRTL) or meets IOU safety standards. Any EVSE, EVSE with embedded submeter, stand-alone submeter, except a plug-in EVSE or plug-in EVSE with embedded submeter[1], and related PEV charging circuits were installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and obtained any required inspection and approval by the local AHJ.

D. Informing Customers about Submeter Data

1. **MDMA Responsibilities.** There is no requirement for the submeter device to visually display data. Customers should be informed of this condition by the EVSP or Submeter MDMA. MDMAs must make data available to customers through a web-based or mobile phone application and by request. If the submeter data that is made available to the customer through a web-based or mobile phone application or provided by the MDMA via customer request does not match the submeter data sent to the IOU then the MDMA

must notify the customer of the discrepancy and explain the reason for the difference. The MDMA must also update the online data to accurately reflect the billing information sent to IOU prior to delivery of the IOU bill to the customer.

2. **IOU Responsibilities.** IOUs are required to report submeter data through the customer's monthly bill. The IOU is not required to report this usage data through their customer web tools. An IOU may opt to report data to customers online. Customers should be informed that the pilot is temporary and that the requirements may change after the end of the second pilot phase.

E. Transfer of Submeter Data from Submeter MDMAs to IOUs

1. **Data Reporting and Transfer Requirements.** Please see requirements in Attachment 2 – to this Submeter MDMA Registration Agreement. Attachment 2 describes the data format and data transfer processes necessary for a Submeter MDMA participating in Phase 2 of the CPUC ordered EV Submetering Pilot.

2. **Transfer and Meter Data Synchronization Testing.** Submeter MDMA must demonstrate ability to transfer a test meter data file with interval data synchronized with IOU meter data, which can be successfully processed for subtractive billing by the IOU. The Transfer Testing may use the Minimum Transfer Requirement or the Alternative Transfer Requirement if offered by the IOU. Data transfer testing shall only be required during the MDMA registration process and thereafter as necessary to help ensure continuity of meter data file transfers.

3. **Process Updates.** IOUs may make periodic changes to the standard format for the MDMA to submit meter data. Submeter MDMAs may be required, at their cost, to make modifications and perform additional testing of their systems to support any changes required by the IOUs.

F. SUBMETER MDMA VEE PERFORMANCE STANDARDS

1. **MDMA Data Valid for Billing.** For the purposes of Phase 2 of the CPUC's EV submetering pilot, the usage measured at the EV submeter will be used to allocate energy usage between a primary load and an electric vehicle. The IOU will accept the Submeter MDMA's data as being "valid" and bill both EV and primary accounts accordingly.

2. **Submeter Data Delivery Deadlines.** The Submeter MDMA must provide all of its EV submeter data to the IOU within 3 calendar days of the IOU's regularly scheduled meter read date. Any submetered data submitted after 5:00 pm Pacific Time of the third calendar day will not be incorporated into the customer's bill. If data is not received for any submeter billed interval within this timeframe, that interval will be considered as "zero" by the IOU when calculating the primary and EV submeter monthly bills. The 3 calendar day standard may be met by providing submeter data throughout the course of the month (e.g. on a daily basis) if desired.

G. METER SYSTEM TESTING

1. **Field Testing Sample.** An independent third party evaluator (3PE) will be allowed to field test up to 5% of the EV submeters within each of the IOUs service territories for each phase of the EV pilot to evaluate the accuracy of the overall metering system at a customer site. The 3PE shall be allowed to select which EV meters to test, and the Submeter MDMA and its customers' shall provide the necessary access and assistance to facilitate such testing.

2. **Field Testing Methodology.** The submeter MDMAs will propose methodologies for testing and calibration for IOU review, consent, and subsequent implementation.

3. **Submeter Manufacturer Certification & Accuracy.** EVSE providers shall provide the respective IOUs with documentation of their compliance with the EV Submeter Pilot Phase 2 Performance Standards for Metering and Meter Data Management Agents in general and the results of accuracy testing specifically for each submeter model type.

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Attachment 2

Data Reporting and Transfer Requirements

INTRODUCTION

This document is intended to describe the data format and data transfer processes necessary for a Submeter Meter Data Management Agent (MDMA) participating in Phase 2 of the CPUC ordered Electric Vehicle (EV) Submetering Pilot (Pilot). Submeter MDMAs are expected to meet certain performance standards in the EV Submetering Pilot[1], including transferring submeter data to the California Investor Owned IOUs (IOUs) for the purpose of Subtractive Billing. This document provides information on EV Submeter data formats and transfer method to be used in the Pilot.

Submeter MDMAs are expected to transfer Submeter Data to the IOUs using the Minimal Transfer Requirement. Details to implement the Minimal Transfer Requirement are the focus of this document.

Additional Submeter MDMA activities are beyond the scope of this document, such as the process for a Submeter MDMA to register with an IOU and to signup customers for the Electric Vehicle Submetering Pilot. These additional activities are referenced herein, but the details are outside of the scope of this document.

TERMS AND DEFINITIONS

CSV – Comma Separated Values. The spreadsheet file format used in the Minimal Transfer Requirement. It is also a format used for Green Button subscription files.

DUNS number - Data Universal Numbering System. A nine digit number assigned by Dun & Bradstreet unique to a single business entity.

NAESB - North American Energy Standards Board. NAESB is the standards organization that created the ESPI standard, which is used by Green Button.

UTC Time - Coordinated Universal Time (UTC). A signed positive 64 bit integer value representing the number of seconds from midnight Jan 1, 1970, in UTC, not counting leap second corrections to UTC (35 seconds through 2012). So 5:00 PM EDT on September 22, 2013, has a UTC Time value of 1379883600")

UUID - Universally Unique Identifier. UUID is used to identify entities such as Submeters.

DATA FORMAT

This section describes the data file format to be used in the Pilot. The data format available for this pilot is a spreadsheet file format.

SPREADSHEET DATA FORMAT

The Spreadsheet format is a simplified derivation of the Green Button XML format. The spreadsheet format allows Submeter MDMAs to transfer in one file EV Submeter data for multiple submeters and

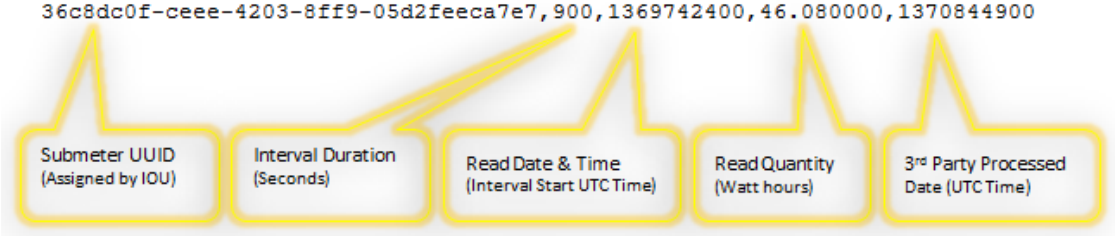
[1] See: Phase Two Performance Standards For Metering And Meter Data Agents Participating In California's Electric Vehicle Submetering Pilot

multiple days. The spreadsheet does not include field headers. Fields are defined in the table below. The spreadsheet shall be transmitted in CSV file format, including carriage returns and line feeds.

Field Title	Field Description
Submeter UUID	Assigned by IOU after a Registered Submeter MDMA completes the Customer enrollment with the IOU.
Interval Duration	Duration of data interval for the Read Quantity represented in seconds. Interval Duration is either "900" for 15 minute intervals.
Interval Read Date & Time	Interval Read Date & Time for the start (using interval beginning time) of the data intervals. Interval Read Date & Time is expected to be on the quarter hour for 15 minute intervals (e.g., UTC Time equivalent of 10:15 am, 10:30 am, 10:45 am, and 11:00 am). An Interval Read Date & Time record is required for every interval every day, even when the Read Quantity is zero. (Formatted UTC Time, see terms and definitions)
Read Quantity	Interval value in Watt hours. (Formatted Decimal 12/6 with zero padding on the right, and none on the left)
Date Processed	Date the data was loaded into the spreadsheet by Submeter MDMAs. (Formatted UTC Time, see terms and definitions)

Below is an example of the spreadsheet file: (UTC Seconds in the example represent UTC Time)

```
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369728900,40.640000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369729800,41.120000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369730700,43.040000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369731600,41.280000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369732500,39.840000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369733400,39.360000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369734300,40.000000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369735200,40.000000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369736100,39.200000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369737000,40.160000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369737900,40.000000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369738800,45.440000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369739700,45.280000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369740600,43.520000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369741500,38.880000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369742400,46.080000,1370844900
```



SPREADSHEET FILE MINIMUM DATA TRANSFER REQUIREMENTS

To facilitate data processing and possible data troubleshooting, minimum data transfer requirement are defined.

1. No partial day data will be processed by the IOU.
    a. Spreadsheet files shall contain a minimum of 24 hours of interval data. (e.g., 96 consecutive intervals assuming 15 minute intervals.)
    b. Spreadsheet files shall contain Interval Read Date & Time records for every interval, even when the interval's Read Quantity is a zero or a missing value.
    c. Missing interval Read Quantities shall be represented with zero values.
    d. IOUs expect 96 consecutive intervals in a day.
2. IOUs require daily file transfers.
    a. Daily file transfers may contain multiple Date & Time records for multiple days.
    b. Daily file transfers containing Date & Time records for multiple days, shall contain all expected consecutive intervals (e.g., no missing intervals or gaps in intervals)

c. Daily file transfers may contain repeated or corrected Date & Time records. IOU will use the most recently received and processed interval record(s), when billing the submeter data. IOU may not correct Date & Time records for intervals previously billed.

3. Date & Time records should not be delayed by more than three days. Records delayed by three or more days may not be processed for billing, due to the Pilot requirement that meter data is to be sent by 3 calendar days after the customer's billing period.

4. File data should be ordered by Submeter UUID and Interval Read Date & Time to facility file troubleshooting and processing.

SPREADSHEET FILE NAME STRUCTURE

The CSV spreadsheet files transferred by the Submeter MDMA to IOU shall use the following file naming structure:

"MDMA-DUNS_IOU-DUNS_EVSP_YYYYMMDDHHMMSS.CSV"

File Name Component	Component Description
MDMA-DUNS	The nine digit DUNS Number of the Submeter MDMA registered with the IOU and provided to the IOU as part of the Submeter MDMAs Registration process. (Format numeric 9, all formatting dashes omitted)
IOU-DUNS	The nine digit DUNS Number of the IOU and provided by the IOU as part of the Submeter MDMA Registration process. (Format numeric 9, All formatting dashes omitted)
EVSP	Hard coded "EVSP" to identify the file as part of the EV Submetering pilot application.
YYYYMMDDHHMMSS	The date and time the spreadsheet file was created by the Submeter MDMA, based on MDMA's local time as determined by MDMA. Purpose of this file name component is to determine time sequence of files sent from an individual MDMA.
Example file name: "987654321_123456789_EVSP_20130428235959.csv"	

PROVISION OF UUIDS TO SUBMETER MDMAS

The provisioning of UUIDs consists of transferring the Submeter UUIDs from the IOU to the Submeter MDMA. The Submeter UUIDs are assigned by IOU after the MDMA's approved registration into the EV Submetering Pilot, and after a Registered Submeter MDMA submits a valid Customer Enrollment form to IOU. The Submeter UUIDs may be sent by encrypted email from IOU to the MDMA or by the EVSP Enrollment report described below in section Enrollment and Exception Reporting to Submeter MDMAs.

The Customer UUIDs will be sent to the Submeter MDMA in a CSV file containing both the UUID and the corresponding Unique Submeter Device Identifier (aka, Submeter Serial Number) for the customer's service. See EVSP Enrollment Data Format below for more details.

DATA TRANSFER METHODS

The IOUs each have slightly different methods to send and receive Minimal Transfer Requirement spreadsheet files. This section describes those methods.

PACIFIC GAS & ELECTRIC (PG&E) DATA TRANSFER METHOD

PG&E uses ESFT to receive the Spreadsheet Format data files from MDMAs. For the Phase 2 pilot, PG&E will only support receiving the Spreadsheet format from MDMAs and only provide MDMAs enrollment files (no providing of Exception Reporting files for Phase 2).

PGE&'s preference is for MDMAs to push data files to our hosted sFTP servers (Inbound) and to pull enrollment files from our SFTP servers (outbound).

Per PG&E's preferred method, PG&E will provide MDMAs the following information:

1. IP Address
2. Assigned Username
3. Password or log in key (for key connectivity)
4. MDMAs to provide PG&E:
    a. Name, email, and telephone number of MDMA's connectivity contact person(s).
    b. Filename(s)

If file encryption is required, PG&E will provide the MDMA with PG&E's PGP Public Key.

If necessary, PG&E can support pulling data files from MDMAs external servers (inbound) and pushing enrollment files to MDMA servers (outbound). To support this, PG&E will require the following information from the registered MDMA:

Files Inbound to PG&E:

1. SSH2 RSA 2048-bit key. This is used for validating the sFTP Connection. PG&E does use passwords as an alternative.
2. Hostname / IP address
3. Download folder path
4. Filename(s)
5. Name, email, and telephone number of MDMA's connectivity contact person(s).

Files Outbound from PG&E:

1. Hostname / IP address
2. Username
3. Password (or log-in key will need to be exchanged)
4. Upload folder path
5. Name, email, and telephone number of MDMA's connectivity contact person(s).

If file encryption is required, PG&E will provide the MDMA with PG&E's PGP Public Key.

SAN DIEGO GAS & ELECTRIC (SDG&E) DATA TRANSFER METHOD

SDG&E uses sFTP to receive the Spreadsheet Format data files from MDMAs, and send Error and Exception files to MDMAs. SDG&E will require the following from the Registered MDMA:

Files Inbound to SDG&E:

1) SSH2 RSA 2048-bit key. This is used for validating the sFTP Connection. SDG&E does not use Passwords.
2) MDMA's IP address
3) Filename(s)
4) Name, email, and telephone number of MDMA's connectivity contact person(s).

Once SDG&E receives the items above, then SDG&E's Network Team will set up the internal Firewall to accept MDMA files. SDG&E will provide the MDMA with a sFTP logon ID and other Details to start Connectivity Testing.

Files Outbound from SDG&E:

1) SSH2 RSA 2048-bit key. This is used for validating the sFTP Connection. SDG&E does not use Passwords.

2) Receive SDG&E's SSH Keys and IP address, one for testing and one for production.

3) Provide to SDG&E:

   a. Server DNS, if possible one for testing and one for production.

   b. Logon IDs for SDG&E, if possible one for testing and one for production.

   c. Drop-off path for SDG&E, if possible one for testing and one for production.

If file encryption is required, SDG&E will provide the MDMA with SDG&E's PGP Public Key.

SOUTHERN CALIFORNIA EDISON (SCE) DATA TRANSFER METHOD

SCE will use FTP to receive the Spreadsheet Format data files from MDMAs, and send Error and Exception files to MDMAs.

Files Inbound to SCE:

SCE will require the following from the Registered MDMA:

1) SCE will use Password authentication for inbound sFTP file transfers. SCE will provide credentials to MDMA. SCE does use Passwords.

2) MDMA's IP address (Should be static IP)

3) Filename(s)

4) Name, email, and telephone number of MDMA's connectivity contact person(s).

5) Once SCE receives the items above, then SCE Team will set up the Firewall to accept MDMA files. SCE will provide the MDMA with a sFTP logon ID and other Details to start Connectivity Testing

Files Outbound from SCE:

Following information is required from MDMA for transferring outbound files (SCE to MDMA)

1) IP Address/Host

2) User/Password, if password authentication.

3) Drop off location (Directory)

4) Name, email, and telephone number of MDMA's connectivity contact person

*If file encryption is required, SCE will provide the MDMA with SCE's PGP Public Key

ENROLLMENT AND EXCEPTION REPORTING TO SUBMETER MDMAS

Enrollment information and reporting of errors or exceptions in the submeter CSV Spreadsheet format from IOU to Submeter MDMA may be provided in CSV formats described below. These reporting CSV files will be transferred from IOU/IOU/SDG&E to the Submeter MDMA using the outbound Data Transfer Methods described above.

ENROLLMENT AND EXCEPTION REPORTING FILE NAME STRUCTURE

The CSV files transferred by IOU to Submeter MDMA shall use the following file naming structure:

"MDMA-DUNS_IOU-DUNS_EVSPENROLLMENTS_YYYYMMDDHHMMSS.CSV"

"MDMA-DUNS_IOU-DUNS_EVSPEXCEPTIONS_YYYYMMDDHHMMSS.CSV"

See the Spreadsheet File Name Structure section above for additional description of the file name components.

EVSP ENROLLMENT DATA FORMAT:

Field Title	Field Description
Transaction Type	Valid values are: • "New Enrollment" • "Enrollment Termination" (Formatted alpha-numeric)
Submeter UUID	Assigned by IOU after a Registered Submeter MDMA completes the Customer enrollment with the IOU. The "New Enrollment" transaction file is the vehicle to initially transmit the UUID to the MDMA. Submeter MDMA will receive a Submeter UUID for every Unique Submeter Device Identifier.
Unique Submeter Device Identifier	The Unique Submeter Device Identifier (aka Submeter Serial Number on the Customer Enrollment Form) provided by the Submeter MDMA during the Customer enrollment process. This identifier is unique to each submeter and provided by the MDMA. This identifier is expected not to change during the Phase 2 pilot. In the event of a submeter replacement, MDMA shall report data for the replacement submeter using the previously assigned Submeter UUID. (Formatted numeric maximum 17 digits, starting with 010+unique digits, for example 010123456789)
Effective Date	First date IOU will accept Submeter data from the MDMA. (Formatted UTC Time, see terms and definitions)

Termination Date	Date of the last day the EV submetering data will be used for subtractive billing. A new enrollment will not have a Termination Data (blank field); an Enrollment Termination will have a Termination date. For the Phase 2 pilot an Enrollment Termination will be sent after the 11th billing month. MDMA are expected to submit to IOU an Enrollment Termination, in the event their customer discontinues Submetering service. (Formatted UTC Time, see terms and definitions)

EVSP EXCEPTION DATA FORMAT:

If the IOU processing the MDMA's submetering data detects an error or exception within the spreadsheet data file, the IOU, at its own discretion, may elect to provide the MDMA with an exception notice. One method of sending an exception notice from the IOU to the submeter MDMA is an Exception Data file in the following format:

Field Title	Field Description
Customer UUID	Assigned by IOU after a Registered Submeter MDMA completes the Customer enrollment with the IOU.
Originating File Name	CSV file name provided by the Submeter MDMA which generated the exception (formatted MDMA-DUNS_IOU-DUNS_EVSP_YYYYMMDDHHMMSS.CSV)
Date Processed	Date Processed by IOU. (Formatted UTC Time, see terms and definitions)
Exception Error	A description of the error generated by the CSV file provided by the Submeter MDMA. Example exception-errors may include: • Invalid Enrollment - Customer and/or Device Invalid. • Invalid Data - Negative Values not allowed. • Invalid Data - Partial Data Found. • Invalid Data - Data received that is before or after the enrollment. • Invalid Enrollment - Customer and/or Device Invalid. (Formatted alpha-numeric, up to 255 characters)

ELECTRIC SAMPLE FORM 79-1179 Sheet 1

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2
SINGLE CUSTOMER-OF-RECORD ENROLLMENT AGREEMENT

Please Refer to Attached
Sample Form

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Single Customer-of-Record Enrollment Agreement

Terms and Conditions

This Participation Agreement ("Agreement"), effective upon the date a Customer Enrollment Agreement (CEA) is submitted, is entered into between Pacific Gas & Electric (PG&E), the customer that receives electric service from PG&E (hereafter, "Participant," "Customer," or "you") and the Submeter Meter Data Management Agent (Submeter MDMA) providing data management services. PG&E, Participant and Submeter MDMA are referred to jointly as "Parties."

A. Purpose and Overview of the Phase 2 Pilot

PG&E is conducting a temporary Plug-in Electric Vehicle (EV) Submeter Phase 2 Pilot. To participate in the Phase 2 Pilot, Customers must read and agree to the terms and conditions of this Agreement and be eligible for an applicable separately-metered EV Rate. The customer enrollment process is described in the Customer Enrollment Agreement.

The applicable EV Rate requires a separate meter to measure only the energy used to charge electric vehicles. PG&E will set up a separate service account and the energy used to charge EVs will be billed on the applicable EV rate schedule. The rest of the energy used at your residence or business will be billed at your otherwise applicable tariff. For the Phase 2 Pilot, the separate meter must be a submeter owned by the Customer or by a third-party. The Phase 2 Pilot is available to eligible customers within all of PG&E's service districts and limited to 500 submeters on a first-come, first-served basis. Customers on a Net Energy Metering (NEM) rate are eligible but will be limited to 20% of the participation cap (100 submeters).

As a Participant in the Phase 2 Pilot, you agree to install an eligible Customer- or third-party-owned submeter that meets the California Public Utilities Commission (CPUC) approved Submeter MDMA Registration Agreement, Attachment 1 - Performance Standards for Metering and Submeter Meter Data Management Agents, for the exclusive use of tracking the energy used to charge your electric vehicle to be billed on the applicable EV rate. Your Submeter MDMA will be required to collect and transmit your submeter usage data to PG&E as scheduled in the required format in compliance with the Submeter MDMA Performance Requirements (copy available upon request). You will retain sole responsibility for paying the entire monthly bill including EV and other charges regardless of any agreement between you and your Submeter MDMA. Your Submeter MDMA will be the single point-of-contact for all submeter data issues regardless of any agreement you or the Submeter MDMA may have with other organizations providing Submeter Pilot services on its or your behalf. PG&E will be the single point-of-contact for all PG&E billing issues.

The Phase 2 Pilot will begin on November 1, 2016, and enrollment will end on April 30, 2017. Any Customer enrolled in the Phase 2 Pilot will be eligible to participate for no more than 12 consecutive billing cycles; however, the Customer may terminate participation in the Phase 2 Pilot at any time by contacting PG&E. When Phase 2 Pilot participation ends, the EV rate will be terminated for the submetered account. Thereafter, any future electric vehicle charging will be billed at the Customer's otherwise applicable tariff rate for the primary meter. Customers are encouraged to contact PG&E to discuss available electric vehicle rates.

In addition, you agree to provide an independent evaluator, Nexant, paid by the Investor Owned Utilities (IOUs), with feedback on your experiences with Phase 2 Pilot participation, including enrollment, equipment installation, and billing. In accordance with the CPUC's instruction, this survey will not be burdensome. Additionally, you may be required to provide access to your home or facility for the evaluator to perform tests on your submeter. Such submeter testing is only required of five percent of participating customers. If

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

your submeter is selected for testing, tests will be arranged at a convenient time, and your Submeter MDMA may be present. No adjustments to your primary or submetered accounts billed over the course of your participation in the Phase 2 Pilot will be made regardless of whether the submeter is found to violate CPUC meter accuracy standards.

B. ELIGIBILITY

To be eligible to participate in the Phase 2 Pilot, Participants must:

1. Have an active PG&E service account with no Past Due Bills or Summary Bills (as defined by Rule 11).

2. Have an eligible PG&Einterval data recorder (IDR) SmartMeter®.

3. Charge a plug-in electric vehicle at that account.

4. Have an approved submeter installed for the exclusive use of tracking the energy used to charge their electric vehicle.

5. Be a Bundled Service Customers or Community Choice Aggregation (CCA) customer [i.e. does not participate in Direct Access (DA) or Community Aggregation (CA) service].

6. Not be on PG&E's EV-TOU rate (EV-A). If Participant is already enrolled, they must unenroll for the duration of their participation in the Phase 2 Pilot. If the customer is on EV-A PG&E will automatically enroll the customer on the E-1 rate upon enrollment and for the duration of the Phase 2 Pilot unless instructed otherwise.

7. Not participate in the Smart Rate/Smart Day program. If Participant is already enrolled, they must unenroll for just the duration of their participation in the Phase 2 Pilot.

8. Not participate in either the Budget Billing or Automatic Payment Plan options offered by PG&E for the duration of their participation in the Phase 2 Pilot if their Submeter MDMA provides remittance payments to PG&E. If participant is already enrolled in one of these plans, Participant must unenroll for just the duration of their participation in the Phase 2 Pilot.

9. Not participate in the California Independent System Operator (CAISO) sponsored demand response programs facilitated through Electric Rule 24.

C. DUTIES AND OBLIGATIONS OF PG&E:

PG&E will:

1. Respond promptly to questions from a Submeter MDMA on customer's eligibility without disclosing confidential customer data.

2. Enroll you in the Phase 2 Pilot beginning with your next PG&E billing period, provided that your Submeter MDMA has submitted your complete Customer Enrollment Agreement (CEA) at least five (5) business days prior to the end of your current billing cycle and if the volume of customer agreements in process at that time does not exceed an average of five (5) agreements per business

day over any five (5) business day period. In that event, your enrollment will be effective beginning with your subsequent PG&E billing period. Note: A CEA is not considered complete if it contains inaccurate, missing or crossed-out information.

3. Set up your separate service account and bill for energy used to charge your EV on the applicable EV rate schedule (i.e. Residential: EV-B; Commercial/Industrial: Rate Schedule A-1, A-10, A6, B-1, B-6 or B-10, depending on demand level);

4. Receive your submeter EV usage information from your Submeter MDMA;

5. Use this information to separately calculate your usage for charging your electric vehicle on the applicable EV rate and the rest of your home or business usage on your current rate. Accuracy of your bill is dependent on receiving timely and accurate information from your Submeter MDMA and the accuracy of the submeter itself.

6. Late, incomplete, or inaccurate EV submeter usage information will be disregarded [treated as if there was no EV usage for the time interval(s) involved] only where the Submeter MDMA action is the cause of the data transmission failure. As a result, any actual EV charging during these intervals will be billed at your current rate and will not be adjusted in any future bills if any EV usage data is subsequently received.

7. Work with you and your MDMA to resolve any disputes. Your Submeter MDMA will be the single point-of-contact for all submeter data issues regardless of any agreement you or the Submeter MDMA may have with other organizations providing Submeter Pilot services on your or your Submeter MDMAs behalf. PG&E will be the single point-of-contact for all PG&E billing issues.

8. Provide you a summary bill reflecting all of your charges, including your submetered EV usage.

9. After 12 consecutive billing cycles PG&E will close your submeter account. Your entire residence or business usage, including your EV usage, will then be charged at your otherwise applicable rate.

D. DUTIES AND OBLIGATIONS OF PARTICIPANT:

Participant or its agent will:

1. Install or have installed a qualified submeter[1] for the exclusive use of tracking the energy used to charge your electric vehicle;

2. Own the EV submeter and be entirely responsible for its ongoing accuracy, maintenance and services.

3. Acknowledge that the submetered account will be set up and electric vehicle charging usage during the Phase 2 Pilot will be billed on the applicable EV rate schedule.

[1] Submeter MDMA Registration Agreement, Attachment 1: *EV Submeter Pilot Phase 2 Performance Standards for Metering and Meter Data Management Agents.*

4. Have an approved Submeter MDMA provide PG&E with your submetered usage data as scheduled in the required format in compliance with the Submeter MDMA performance requirements (copy available upon request).

Participant will:

1. Provide an independent third-party evaluator with feedback on your experiences with Phase 2 Pilot participation, including enrollment, equipment installation, and billing.

2. Authorize the Submeter MDMA to submit this CEA to PG&E on behalf of the Participant.

3. Provide access and assistance to facilitate random meter testing by an independent third-party evaluator, if selected.

4. Acknowledge that the EV submeter usage information may not meet the accuracy standards required by PG&E for billing purposes. The Phase 2 Pilot Participant's EV usage will be billed based on the submetered data provided by the Submeter MDMA, who is solely responsible for the accuracy and timely delivery to PG&E of submetered usage information.

5. Retain sole responsibility for paying the entire monthly bill including EV usage and other charges regardless of any agreement between you and your Submeter MDMA.

6. Contact your Submeter MDMA who will be the single point-of-contact for all submeter data issues regardless of any agreement you or your Submeter MDMA may have with any third party providing services on your or your Submeter MDMA's behalf.

7. Contact PG&E, who will be the single point-of-contact for all PG&E billing issues.

8. Be allowed to re-enroll for the remainder of Participant's Phase 2 Pilot term of 12 consecutive billing cycles in the event the Participant has a change of address. For customers that relocate within PG&E's service territory: 1) their Submeter MDMA must submit a new, separate Customer Enrollment Agreement for their new service address at least five days before the end of the current billing period; and 2) they are eligible to reenroll in the Phase 2 Pilot after the Enrollment Period. Similarly, customers that relocate to another IOU's service territory may reenroll for the remainder of Participant's Phase 2 Pilot term if the other IOU's 500 submeter limit has not been met.

9. Notify PG&E of a change-of-address or request to end Phase 2 Pilot participation at any time before the completion of 12 billing cycles. Customers can email PG&E at PEVSP@pge.com or can call PG&E at 1-800-PGE-5000 (1-800-743-5000).

E. TERMINATION:

1. This Agreement shall be effective for no more than 12 consecutive billing cycles after Phase 2 Pilot enrollment.

2. PG&E may petition the CPUC's Energy Division to terminate this Agreement, with no cost, liability, or further obligation, if the Submeter MDMA fails to meet Submeter MDMA performance requirements for three consecutive months.

3. PG&E shall have the right to modify or immediately terminate this Agreement upon written notice to Participant if PG&E determines this Agreement would be inconsistent with, or violate any rule, regulation, or policy of the CPUC or other applicable laws or if Participant fails to satisfy its obligations pursuant to this Agreement.

4. Participant shall email or call PG&E promptly if Participant no longer desires to participate in the Phase 2 Pilot. Customers can email PG&E at PEVSP@pge.com or can call PG&E at 1-800-PGE-5000 (1-800-743-5000).

5. PG&E will notify Participant if the Submeter MDMA service is terminated and Participant may complete the remainder of its 12 consecutive billing cycles subject to completing the requirements to re-enroll with an alternative Submeter MDMA.

F. NOTICES

PG&E will provide notices to Customer about the Phase 2 Pilot by email or mail to the Customer name and address listed on the Customer Enrollment Agreement. Notices from Customer to PG&E, except Disenrolling from the Phase 2 Pilot per section E. 4, hereunder shall be in writing and sent via electronic mail*:*

By Email: PEVSP@pge.com

NOTE: If you cannot send enrollment via electronic mail, please contact PG&E at 1-800-PGE-5000 (1-800-743-5000).

G. LIMITATION OF LIABILITY:

1. Participant shall indemnify, hold harmless and defend PG&E and its directors, employees, agents, and contractors from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, arising from, or in connection with, this Agreement, unless solely caused by the negligence or willful misconduct of PG&E.

2. In no event shall PG&E be liable for any incidental, indirect, special, consequential, or punitive damages (including lost income), for any cause of action, whether in contract or tort, arising in any manner from this Agreement or the performance or non-performance of its obligations under this Agreement, regardless of the cause or foreseeability thereof. Unless solely caused by PG&E's negligence or willful misconduct, and except as expressly stated otherwise in this Agreement, PG&E shall not be liable for any costs, liabilities, claims or expenses in connection with this Agreement, including any loss or damage to any Participant's property. Further, in no event shall the amount of PG&E's aggregate liability or damages shall not exceed ten thousand dollars ($10,000.00).

3. Participant acknowledges that PG&E has not promised Participant energy or bill savings from use of the EV submeter and/or participation in the Phase 2 Pilot.

4. Participant will hold PG&E harmless for its participation in and use of any other PG&E programs or features during the course of the Phase 2 Pilot. Programs such as My Account, Green Button, and Budget Assistant may be available to customers participating in the Phase 2 Pilot but the accuracy of the data may be affected.

5. Participant will hold PG&E harmless for its inability to participate in PG&E Direct Pay, Level Pay Plan, Peak Time Rebate (Save Power Day), and any CAISO-sponsored demand response programs facilitated through Electric Rule 24 during the course of the Phase 2 Pilot.

H. WARRANTY DISCLAIMER:

PG&E makes no warranties, whether statutory, express, or implied, including, but not limited to, any warranties regarding the safety, design, construction, function, performance, fitness for a particular purpose, or placement of customer-owned or third-party owned submeters, or any benefits to be derived from the placement, operation, or use of the customer owned or third-party owned submeters.

I. APPLICABLE LAW:

This Agreement shall be interpreted, governed and construed under the laws of the State of California, without reference to its choice of law provisions, and it is subject to modifications by the California Public Utilities Commission in the exercise of its jurisdiction.

J. ENTIRE AGREEMENT:

This Agreement contains the entire agreement and understanding between the Parties related to Participant's participation in the Phase 2 Pilot, except for additional terms and conditions that are subsequently made a part of PG&E's tariffs as part of the further implementation of the Phase 2 Pilot. This Agreement supersedes all prior representations and discussions between PG&E and Participant pertaining to its subject matter. 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.

K. APPLICABLE PG&E RATES FOR PHASE 2 PILOT:

1. Where the Primary Meter qualifies for Residential Service:

- Rate Schedule EV, option B

2. Where the Primary Meter qualifies for Commercial/Industrial Service

- Rate Schedule A-1 or B-1 (customers < 75 kW)
- Rate Schedule A-10 or B-10 (customers > 75 kW < 500 kW)
- Rate Schedule A-6 or B-6 (customers with demands < 500 kW)

More detail on these rates can be found at **http://www.pge.com/tariffs/ERS.SHTML#ERS**

Special Notes:

Rate Schedule NEM may be applied as a “rider” to all the schedules above, subject to the 100 submeter cap, and would be applicable to customers with photovoltaic systems meeting the tariff requirements.

All charges and provisions of the customer’s current tariff shall apply to the primary meter, except that the PEV usage, as measured by the submeter, will be billed on an applicable PEV rate schedule.

Any exceptions to the above rates are defined in Schedule PEVSP Phase 2, Special Condition 17.

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Single Customer-of-Record Enrollment Agreement

Single Customer of Record Enrollment Agreement Instructions

Instructions to Customer:

STEP 1: Read the Plug-In Electric Vehicle Submetering Phase 2 Pilot Participation Agreement in its entirety

STEP 2: Install an eligible submeter(s) (i.e. EVSE with embedded submeter or stand-alone submeter) owned or leased by you or a third party

STEP 3: Retain the services of a CPUC-approved Submeter Meter Data Management Agent (Submeter MDMA)

STEP 4: Complete this Customer Enrollment Agreement (your Submeter MDMA may assist you with completing the form)

STEP 5: Sign the last page of this form (Section 4) to authorize the entire Agreement

STEP 6: Have your Submeter MDMA sign the last page of this form (Section 4) to authorize the entire Agreement.

STEP 7: Your Submeter MDMA must submit this Customer Enrollment Agreement to PG&E for processing:

- At least five (5) business days before the end of your billing cycle for you to be enrolled in the next billing cycle, subject to the exceptions described above
- By Email: PEVSP@pge.com

NOTE: If you cannot send enrollment via electronic mail, please contact PG&E at 1-800-PGE-5000 (1-800-743-5000).

STEP 8: Retain a copy of the completed Agreement for your records.

Processing:

PG&E will review the Agreement and reply as follows:

- If Agreement is not complete (i.e. contains inaccurate, missing or crossed-out information): You and your Submeter MDMA are notified. You and your Submeter MDMA must complete and sign and date a new Agreement correcting the error(s) and resubmit to PG&E.
- If Agreement is complete: Enrollment process continues. Upon completion, PG&E will inform you and your Submeter MDMA when your EV Phase 2 Pilot participation begins.

For questions or for more information regarding this agreement, customers **can email PG&E at PEVSP@pge.com or can call PG&E at 1-800-PGE-5000 (1-800-743-5000).**

Entire Agreement This Agreement, together with the applicable EV Rate and Phase 2 Pilot Terms and Conditions, contains the entire agreement and understanding between the Parties related to Participant's

participation in the Phase 2 Pilot, except for additional terms and conditions that are subsequently made a part of PG&E's tariffs or as modified by the Commission in the exercise of its jurisdiction. This Agreement supersedes all prior representations and discussions between PG&E and Participant pertaining to its subject matter.

Section 1 **Property Type (Check one)**
❑ Detached Home (Residential) ❑ Multi-family Dwelling/Attached Home (Residential) ❑ Commercial (Business)

Section 2 **PG&E Customer Account Information**

2 – __ __ – __ __ __ – __ __ __ __
Customer Account Number (Appears below your name on your PG&E bill)
__ __ __ __ __ __ – __ __ __ __ __ __
Primary PG&E Electric Meter ID Number (Appears below the "Compare the Electricity You Are Using" header section on the first page of your bill; Enter 9s for non-metered service)

_____ _____
First and Last Name (As it appears on your bill) Print Name

_____ _____ _____ _____
Service Account Street Address City State Zip

__ __ __ – __ __ __ – __ __ __ _____@_____
Telephone Number Email Address (To be used for communications regarding Phase 2 Pilot)

_____ _____ _____
If Commercial Account: Business Name Contact Name Title

* Alternate Mailing Address (Provide if applicable):

_____ _____ _____ _____
Street Address City State Zip

Section 3 MDMA **Submeter Information** (If customer elects to have multiple submeters, up to 19, please attach separate sheet for each submeter. Note: Multiple level submeters in a series are not allowed.)

_____
Submeter unique identifier (Appears on the Submeter)

Date Submeter(s) installed: __ __ / __ __/ __ __

Expected charging demand (kW): _____

Check the appropriate box below.

☐ Single Customer-of-Record Scenario #1

☐ Single Customer-of-Record Scenario #2

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Single Customer-of-Record Enrollment Agreement

Check all applicable statements below and complete table for your specific device(s)

Devices installed prior to Phase 2 Pilot:

☐ Any Electric Vehicle Supply Equipment (EVSE), EVSE with embedded submeter, and/or stand-alone submeter installed prior to the Phase 2 Pilot must have been certified by an Occupational Safety & Health Administration (OSHA)-approved Nationally Recognized Testing Laboratory (NRTL). Any EVSE, EVSE with embedded submeter, stand-alone submeter, except a plug-in EVSE or EVSE with embedded submeter[1], and related PEV charging circuits, must have been installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and must obtain any required inspection and approval by the local Authority Having Jurisdiction (AHJ). The OSHA-approved list of NRTLs is maintained at: https://www.osha.gov/dts/otpca/nrtl/

Device	Manufacturer	Model	NRTL Certified
EVSE			☐
EVSE with Embedded Submeter			☐
Stand-alone Submeter			☐

Devices installed as part of the Phase 2 Pilot:

☐ Any EVSE, EVSE with embedded submeter, and/or stand-alone submeter installed as part of the Phase 2 Pilot must be certified to Underwriters Laboratories (UL) standards by an OSHA-approved NRTL or meet PG&E's safety standards. Any EVSE, EVSE with embedded submeter, stand-alone submeter, except a plug-in EVSE or EVSE with embedded submeter,[1] and related PEV charging circuits must be installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and must obtain any required inspection and approval by the local AHJ.

Device	Manufacturer	Model	UL Std./NRTL Certified
EVSE			☐
EVSE with Embedded Submeter			☐
Stand-alone Submeter			☐

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Single Customer-of-Record Enrollment Agreement

Section 4 **Customer & Submeter MDMA Authorization**

Customer:

I (Customer), _____(print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed on this form and that I have authority to financially bind the Customer of Record. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from any actions taken by my Submeter MDMA. I understand that I may cancel my participation in the Phase 2 Pilot at any time by calling PG&E. Customers can email PG&E at PEVSP@pge.com or can call PG&E at 1-800-PGE-5000 (1-800-743-5000).
.

☐ By checking the box, you are signing this Customer Enrollment Agreement electronically. You agree that your electronic signature is the legal equivalent of your manual or "wet" signature on this Agreement as of the date on this Agreement. By typing your name, entering the date, and checking the box to the left, you consent to be legally bound by the terms and conditions in this document. *Copies of Customer's signed signature page may be transmitted to* PG&E *by facsimile or other electric means. Copies of the signature page may be used for the purpose of enforcing the terms of this agreement.*

[This form must be signed by someone who has authority to financially bind the customer]
[For example, CFO of a company or City Manager of a municipality]

_____ _____
Authorized Customer Signature Authorized Customer Name (Print)

__ __ __ – __ __ __ – __ __ __ __
Telephone Number

Executed this_____ day of_____ _____ at _____
Month Year City and State Where Executed

To sign this document electronically:

- Check the box indicating that you are signing this Customer Enrollment Agreement electronically and agree that your electronic signature is the legal equivalent of your manual or "wet" signature on the Agreement.

Sign your name as follows: /s/ Customer Name.

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Single Customer-of-Record Enrollment Agreement

Submeter MDMA:

☐ By checking the box, you are signing this Customer Enrollment Agreement electronically. You agree that your electronic signature is the legal equivalent of your manual or "wet" signature on this Agreement as of the date on this Agreement. By typing your name, entering the date, and checking the box to the left, you consent to be legally bound by the terms and conditions in this document. *Copies of Submeter MDMA's signed signature page may be transmitted to* PG&E *by facsimile or other electric means. Copies of the signature page may be used for the purpose of enforcing the terms of this agreement.*

I (Submeter MDMA), hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from this Agreement.

_____ _____
Submeter MDMA Representative Signature Submeter MDMA Representative Name (Print)

_____
Submeter MDMA Name

_____ _____ _____
Street Address City State Zip

__ __ __ – __ __ __ – __ __ __
_____@_____
Telephone Number Email Address

Executed this _____ day of _____ _____
Month Year

To sign this document electronically:

- Check the box indicating that you are signing this Customer Enrollment Agreement electronically and agree that your electronic signature is the legal equivalent of your manual or "wet" signature on the Agreement.
- Sign your name as follows: /s/ Submeter MDMA Representative Name.

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Pacific Gas and Electric Company®

Attachment 1

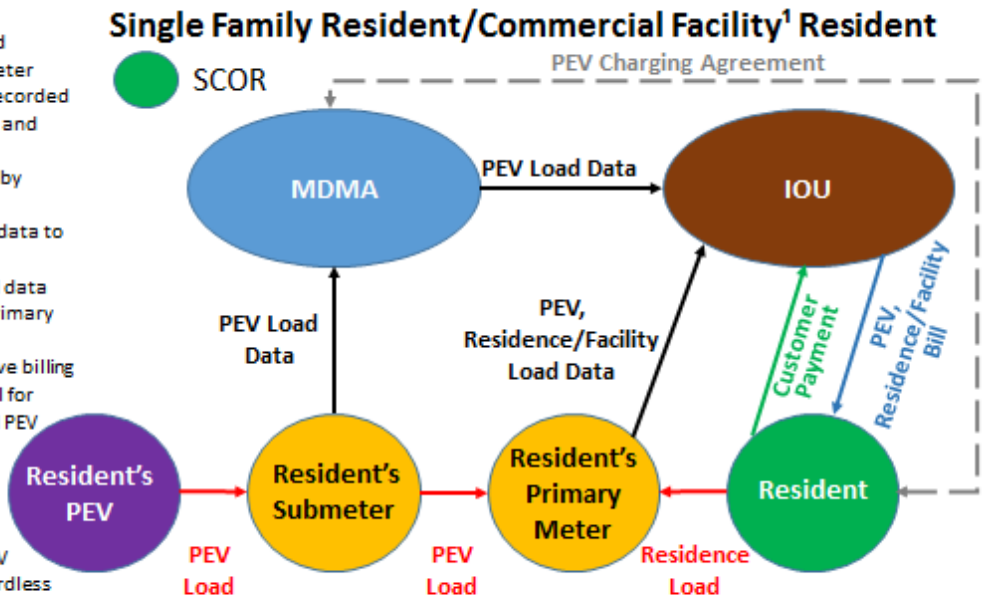
Single Customer-of-Record (SCOR) Scenarios

The following scenarios are single customers-of-record scenarios that will be supported by the IOUs.

Scenario 1: Residential (IOU Customer) Pays Submeter and Primary Meter Bills

Process Flow

1. Resident generates load recorded on primary meter
2. Resident charges PEV recorded on resident's submeter and primary meter
3. PEV load data received by MDMA from submeter
4. MDMA sends PEV load data to IOU
5. PEV and residence load data received by IOU from primary meter
6. IOU performs subtractive billing
7. Resident receives IO bill for separate residence and PEV accounts and pays IOU
8. Note: Resident retains sole responsibility for paying the entire monthly bill including EV and other charges regardless of any agreement between you and your Submeter MDMA or any other party.



[1] Facility includes residents in MUD, condo complex or commercial facility

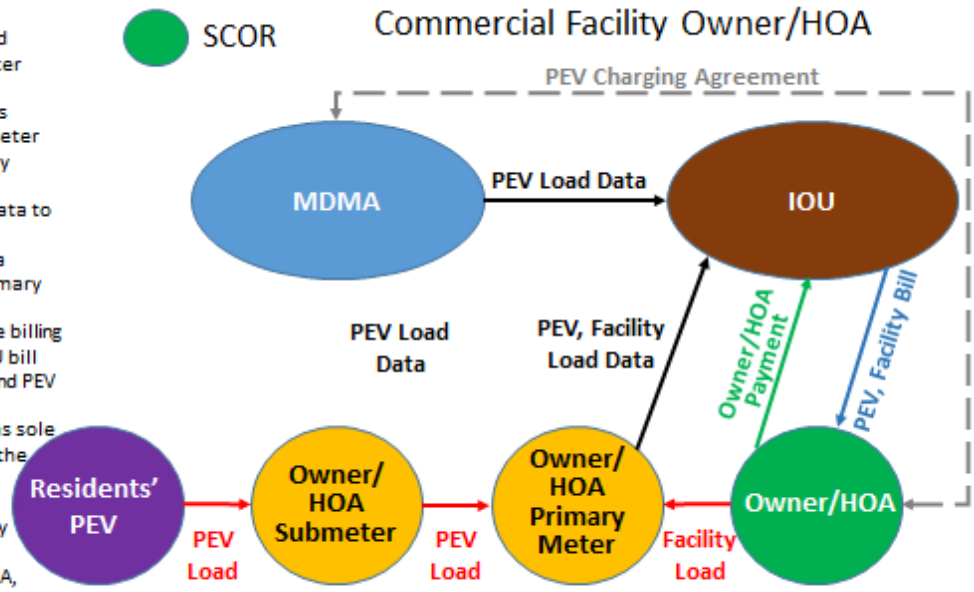
Pacific Gas and Electric Company®

Attachment 1

Single Customer-of-Record (SCOR) Scenarios

Scenario 2: Owner/HOA (IOU Customer) Pays Submeter and Primary Meter Bills

Process Flow
1. Owner/HOA's facility load recorded on primary meter
2. Resident's PEV charging recorded on owner/HOA's submeter and primary meter
3. PEV load data received by MDMA from submeter
4. MDMA sends PEV load data to IOU
5. PEV and facility load data received by IOU from primary meter
6. IOU performs subtractive billing
7. Owner/HOA receives IOU bill for separate residence and PEV accounts and pays IOU
8. Note: Owner/HOA retains sole responsibility for paying the entire monthly bill including EV and other charges regardless of any agreement between you and your Submeter MDMA, the resident, or any other party.



[1] Facility includes residents in MUD, condo complex or commercial facility

ELECTRIC SAMPLE FORM 79-1180 Sheet 1

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2
MULTIPLE CUSTOMER-OF-RECORD ENROLLMENT AGREEMENT

Please Refer to Attached
Sample Form

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Multiple Customer-of-Record Enrollment Agreement

Terms and Conditions

This Participation Agreement ("Agreement"), effective upon the date a Customer Enrollment Agreement (CEA) is submitted, is entered into between Pacific Gas & Electric (PG&E), the customer that receives electric service from PG&E (hereafter, "Participant," "Customer," "you," or "primary meter customer"), the customer that receives submeter service from PG&E (hereafter, "Participant," "Customer," "you," or "submeter customer"), and the Submeter Meter Data Management Agent (Submeter MDMA) providing data management services. PG&E, Participant and Submeter MDMA are referred to jointly as "Parties."

A. Purpose and Overview of the Phase 2 Pilot

PG&E is conducting Phase 2 of a temporary Plug-in Electric Vehicle (EV) Submeter Pilot. To participate in the Phase 2 Pilot, Customers must read and agree to the terms and conditions of this Agreement and be eligible for an applicable separately-metered EV Rate. The customer enrollment process is described in the Customer Enrollment Agreement.

The applicable EV Rate requires a separate meter to measure only the energy used to charge electric vehicles. PG&E will set up a separate service account and the energy used to charge EVs will be billed on the applicable EV rate schedule. The rest of the energy used at your residence or business will be billed at your otherwise applicable tariff. For the Phase 2 Pilot, the separate meter must be a submeter owned by the Customer or by a third-party. The Phase 2 Pilot is available to eligible customers within all of PG&E's service districts and limited to 500 submeters on a first-come, first-served basis. Customers on a Net Energy Metering (NEM) rate are eligible but will be limited to 20% of the participation cap (100 submeters).

As a Participant in the Phase 2 Pilot, you agree to install an eligible Customer- or third-party-owned submeter that meets the California Public Utilities Commission (CPUC) approved Submeter MDMA Registration Agreement, Attachment 1 - Performance Standards for Metering and Submeter Meter Data Management Agents, for the exclusive use of tracking the energy used to charge your electric vehicle to be billed on the applicable EV Rate. Your Submeter MDMA will be required to collect and transmit your submeter usage data to PG&E as scheduled in the required format in compliance with the Submeter MDMA Performance Requirements (copy available upon request). You will retain sole responsibility for paying the entire monthly bill including EV and other charges regardless of any agreement between you and your Submeter MDMA. Your Submeter MDMA will be the single point-of-contact for all submeter data issues regardless of any agreement you or the Submeter MDMA may have with other organizations providing Submeter Pilot services on its or your behalf. PG&E will be the single point-of-contact for all PG&E billing issues.

The Phase 2 Pilot will begin on January 16, 2017, and enrollment will end on April 30, 2017. Any Customer enrolled in the Phase 2 Pilot will be eligible to participate for no more than 12 consecutive billing cycles; however, the Customer may terminate participation in the Phase 2 Pilot at any time by contacting PG&E. When Phase 2 Pilot participation ends, the EV rate will be terminated for the submetered account. Thereafter, any future electric vehicle charging will be billed at the Customer's otherwise applicable tariff rate for the primary meter. Customers are encouraged to contact PG&E to discuss available electric vehicle rates.

In addition, you agree to provide an independent evaluator, Nexant, or another third party, paid by the Investor Owned Utilities (IOUs), with feedback on your experiences with Phase 2 Pilot participation, including enrollment, equipment installation, and billing. In accordance with the CPUC's instruction, this

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

survey will not be burdensome. Additionally, you may be required to provide access to your home or facility for the evaluator to perform tests on your submeter. Such submeter testing is only required of five percent of participating customers. If your submeter is selected for testing, tests will be arranged at a convenient time, and your Submeter MDMA may be present. No adjustments to your primary or submetered accounts billed over the course of your participation in the Phase 2 Pilot will be made regardless of whether the submeter is found to violate CPUC meter accuracy standards.

B. ELIGIBILITY

To be eligible to participate in the Pilot, Participants must:

1. Have an active PG&E service account with no Past Due Bills or Summary Bills (as defined by Rule 11).

2. Have an eligible PG&E interval data recorder (IDR) SmartMeter®.

3. Charge a plug-in electric vehicle at that account.

4. Have an approved submeter installed for the exclusive use of tracking the energy used to charge their electric vehicle.

5. Be a Bundled Service Customers or Community Choice Aggregation (CCA) customer [i.e. does not participate in Direct Access (DA) or Community Aggregation (CA) service].

6. Not be on PG&E's EV-TOU rate (EV-A). If Participant is already enrolled, they must unenroll for the duration of their participation in the Phase 2 Pilot. If the customer is on EV-A PG&E will automatically enroll the customer on the E-1 rate upon enrollment and for the duration of the pilot unless instructed otherwise.

7. Not participate in the Smart Rate/Smart Day program. If Participant is already enrolled, they must unenroll for just the duration of their participation in this pilot.

8. Not participate in either the Budget Billing or Automatic Payment Plan options offered by PG&E for the duration of their participation in this pilot if their Submeter MDMA provides remittance payments to PG&E. If participant is already enrolled in one of these plans, they must unenroll for just the duration of their participation in this pilot.

9. Not participate in the California Independent System Operator (CAISO) sponsored demand response programs facilitated through Electric Rule 24.

C. DUTIES AND OBLIGATIONS OF PG&E:

PG&E will:

1. Respond promptly to questions from a Submeter MDMA on customer's eligibility without disclosing confidential customer data.

2. Enroll you in the Phase 2 Pilot beginning with your next PG&E billing period, provided that your Submeter MDMA has submitted your complete Customer Enrollment Agreement (CEA) at least

five (5) business days prior to the end of your current billing cycle, if the volume of customer agreements in process at that time does not exceed an average of five (5) agreements per business day over any five (5) business day period. Note: A CEA is not considered complete if it contains inaccurate, missing or crossed-out information.

3. Set up your separate service account and bill for energy used to charge your EV on the applicable EV rate schedule (i.e. Residential: EV-B; Commercial/Industrial: Rate Schedule A-1, A-10, A6, B-1, B-10, or B-6, depending on demand level);

4. Receive your submetered EV usage information from your Submeter MDMA;

5. Use this information to separately calculate your usage for charging your electric vehicle on the applicable EV rate and the rest of your home or business usage on your current rate. Accuracy of your bill is dependent on receiving timely and accurate information from your Submeter MDMA and the accuracy of the submeter itself.

6. Late, incomplete, or inaccurate EV submeter usage information will be disregarded (treated as if there was no EV usage for the time interval(s) involved) only where the Submeter MDMA action is the cause of the data transmission failure. As a result, any actual EV charging during these intervals will be billed at your current rate and will not be adjusted in any future bills if any EV usage data is subsequently received.

7. Work with you and your MDMA to resolve any disputes. Your Submeter MDMA will be the single point-of-contact for all submeter data issues regardless of any agreement you or the Submeter MDMA may have with other organizations providing Submeter Pilot services on your or your Submeter MDMA's behalf. PG&E will be the single point-of-contact for all PG&E billing issues.

8. Customers participating in the Pilot under a multiple customers-of-record scenario will be provided either separate primary meter bill charges less EV charges or submeter EV charges only depending on their specific role and responsibility.

9. After 12 consecutive billing cycles close your submeter account. Your entire residence or business usage, including your EV usage, will then be charged at your otherwise applicable rate.

D. DUTIES AND OBLIGATIONS OF PARTICIPANT:

Participant or its agent will:

1. Install or have installed a qualified submeter[1] for the exclusive use of tracking the energy used to charge your electric vehicle;

2. Own the EV submeter and be entirely responsible for its ongoing accuracy, maintenance and services.

[1] Submeter MDMA Registration Agreement, Attachment 1: *EV Submeter Pilot Phase 2 Performance Standards for Metering and Meter Data Management Agents.*l

3. Acknowledge that the submetered account will be set up and electric vehicle charging usage during the Phase 2 Pilot will be billed on the applicable EV rate schedule.

4. Have an approved Submeter MDMA provide PG&E with your submetered usage data as scheduled in the required format in compliance with the Submeter MDMA performance requirements (copy available upon request).

Participant will:

1. Provide an independent third-party evaluator with feedback on your experiences with Phase 2 Pilot participation, including enrollment, equipment installation, and billing.

2. Authorize the Submeter MDMA to submit this CEA to PG&E on behalf of the Participant.

3. Provide access and assistance to facilitate random meter testing by an independent third-party evaluator, if selected.

4. Acknowledge that the EV submetered usage information may not meet the accuracy standards required by PG&E for billing purposes. The Participant's EV usage will be billed based on the submetered data provided by the Submeter MDMA, who is solely responsible for the accuracy and timely delivery to PG&E of submeter usage information.

5. Retain sole responsibility for paying the entire monthly bill including EV usage and other charges regardless of any agreement between you and your Submeter MDMA. This includes the energy required by the EVSE equipment and/or the associated losses.

6. Contact your Submeter MDMA, who will be the single point-of-contact for all submeter data issues regardless of any agreement the you or your Submeter MDMA may have with other third-party organizations providing services on your or your Submeter MDMA's behalf.

7. Contact PG&E, who will be the single point-of-contact for all PG&E billing issues.

8. Be allowed to re-enroll for the remainder of Participant's Phase 2 Pilot term of 12 consecutive billing cycles in the event the Participant has a change of address. For customers that relocate within PG&E's service territory: 1) their Submeter MDMA must submit a new, separate Customer Enrollment Agreement for their new service address at least five days before the end of the current billing period; and 2) they are eligible to reenroll in the Pilot after the Enrollment Period. Similarly, customers that relocate to another IOU's service territory may reenroll for the remainder of Participant's pilot term if the other IOU's 500 submeter limit has not been met.

9. Notify PG&E of a change-of-address or request to end Phase 2 Pilot participation at any time before the completion of 12 billing cycles. Customers can email PG&E at PEVSP@pge.com or can call PG&E at 1-800-PGE-5000 (1-800-743-5000).

E. TERMINATION:

1. This Agreement shall be effective for no more than 12 consecutive billing cycles after Phase 2 Pilot enrollment.

2. PG&E may petition the CPUC's Energy Division to terminate this Agreement, with no cost, liability, or further obligation, if the Submeter MDMA fails to meet Submeter MDMA performance requirements for three consecutive months.

3. PG&E shall have the right to modify or immediately terminate this Agreement upon written notice to Participant if PG&E determines this Agreement would be inconsistent with, or violate any rule, regulation, or policy of the CPUC or other applicable laws or if Participant fails to satisfy its obligations pursuant to this Agreement.

4. Participant shall email or call PG&E promptly if Participant no longer desires to participate in the Phase 2 Pilot. Customers can email PG&E at PEVSP@pge.com or can call PG&E at 1-800-PGE-5000 (1-800-743-5000).

5. PG&E will notify Participant if the Submeter MDMA service is terminated and Participant may complete the remainder of its 12 consecutive billing cycles subject to completing the requirements to re-enroll with an alternative Submeter MDMA.

F. NOTICES

PG&E will provide notices to Customer about this Phase 2 Pilot by email or mail to the Customer name and address listed on the Customer Enrollment Agreement. Notices from Customer to PG&E, except Disenrolling from the Phase 2 Pilot per section E.4, hereunder shall be via electronic mail*:*

By Email: PEVSP@pge.com

NOTE: If you cannot send enrollment via electronic mail, please contact PG&E at 1-800-PGE-5000 (1-800-743-5000).

G. LIMITATION OF LIABILITY:

1. Participant shall indemnify, hold harmless and defend PG&E and its directors, employees, agents, and contractors from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, arising from, or in connection with, this Agreement, unless solely caused by the negligence or willful misconduct of PG&E.

2. In no event shall PG&E be liable for any incidental, indirect, special, consequential, or punitive damages (including lost income), for any cause of action, whether in contract or tort, arising in any manner from this Agreement or the performance or non-performance of its obligations under this Agreement, regardless of the cause or foreseeability thereof. Unless solely caused by PG&E's negligence or willful misconduct, and except as expressly stated otherwise in this Agreement, PG&E shall not be liable for any costs, liabilities, claims or expenses in connection with this Agreement, including any loss or damage to any Participant's property. Further, in no event shall the amount of PG&E's aggregate liability or damages shall not exceed ten thousand dollars ($10,000.00).

3. Participant acknowledges that PG&E has not promised Participant energy or bill savings from use of the EV submeter and/or participation in the Phase 2 Pilot.

4. Participant will hold PG&E harmless for its participation in and use of any other PG&E programs or features during the course of the Phase 2 Pilot. Programs such as My Account, Green Button, and Budget Assistant may be available to customers participating in the Phase 2 Pilot but the accuracy of the data may be affected.

5. Participant will hold PG&E harmless for its inability to participate in PG&E SmartRate/SmartDay, Budget Billing or Automatic Payment Plan and any CAISO-sponsored demand response programs facilitated through Electric Rule 24 during the course of the Phase 2this Pilot.

H. WARRANTY DISCLAIMER:

PG&E makes no warranties, whether statutory, express, or implied, including, but not limited to, any warranties regarding the safety, design, construction, function, performance, fitness for a particular purpose, or placement of customer-owned or third-party owned submeters, or any benefits to be derived from the placement, operation, or use of the customer owned or third-party owned submeters.

I. APPLICABLE LAW:

This Agreement shall be interpreted, governed and construed under the laws of the State of California, without reference to its choice of law provisions, and it is subject to modifications by the California Public Utilities Commission in the exercise of its jurisdiction.

J. ENTIRE AGREEMENT:

This Agreement contains the entire agreement and understanding between the Parties related to Participant's participation in the Phase 2 Pilot, except for additional terms and conditions that are subsequently made a part of PG&E's tariffs as part of the further implementation of this Pilot. This Agreement supersedes all prior representations and discussions between PG&E and Participant pertaining to its subject matter. 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.

K. APPLICABLE PG&E RATES FOR PILOT PHASE2 SUBMETER:

1. Where the Primary Meter qualifies for Residential Service:

- Rate Schedule EV, option B

2. Where the Primary Meter qualifies for Commercial/Industrial Service

- Rate Schedule A-1 or B-1 (customers < 75 kW)
- Rate Schedule A-10 or B-10 (customers > 75 kW < 500 kW)
- Rate Schedule A-6 or B-6 (customers with demands < 500 kW)

More detail on these rates can be found at **http://www.pge.com/tariffs/ERS.SHTML#ERS**

Special Notes:

Rate Schedule NEM may be applied as a “rider” to all the primary meter schedules above, subject to the 100 submeter cap, and would be applicable to customers with photovoltaic (PVs) meeting the tariff requirements.

All charges and provisions of the customer’s current tariff shall apply to the primary meter, except that the PEV usage, as measured by the submeter, will be billed on an applicable PEV rate schedule.

Any exceptions to the above rates are defined in Schedule PEVSP, Special Condition 17.

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Multiple Customer-of-Record Enrollment Agreement

Multiple Customers-of-Record Enrollment Agreement Instructions

Instructions to Customer:

STEP 1: Read the Plug-In Electric Vehicle Submetering Pilot (Phase 2) Participation Agreement in its entirety

STEP 2: Install an eligible submeter(s) (i.e. EVSE with embedded submeter or stand-alone submeter) owned or leased by you or a third party

STEP 3: Retain the services of a CPUC-approved Submeter Meter Data Management Agent (Submeter MDMA)

STEP 4: Complete this Customer Enrollment Agreement (your Submeter MDMA may assist you with completing the form)

STEP 5: Sign the last page of this form (Section 4) to authorize the entire Agreement

STEP 6: Have your Submeter MDMA sign the last page of this form (Section 4) to authorize the entire Agreement.

STEP 7: Your Submeter MDMA must submit this Customer Enrollment Agreement to PG&E for processing:

- At least five (5) business days before the end of your billing cycle for you to be enrolled in the next billing cycle, subject to the exceptions described above
- By Electronic Mail: PEVSP@pge.com

NOTE: If you cannot send enrollment via electronic mail, please contact PG&E at 1-800-PGE-5000 (1-800-743-5000).

STEP 8: Retain a copy of the completed Agreement for your records.

Processing:

PG&E will review the Agreement and reply as follows:

- If Agreement is not complete (i.e. contains inaccurate, missing or crossed-out information): You and your Submeter MDMA are notified. You and your Submeter MDMA must complete and sign and date a new Agreement correcting the error(s) and resubmit to PG&E.
- If Agreement is complete: Enrollment process continues. Upon completion, PG&E will inform you and your Submeter MDMA when your EV Submetering Phase 2 Pilot participation begins.

For questions or for more information regarding this agreement, customers can email PG&E at PEVSP@pge.com or can call PG&E at 1-800-PGE-5000 (1-800-743-5000).

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Multiple Customer-of-Record Enrollment Agreement

Authorization To Release Submeter information to Submeter MDMA And Act On A Customer's Behalf

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED:

By signing this form to add the customer service account(s) set forth below, I, Customer, authorize my Agent (the Submeter MDMA) to act on my behalf to request and receive billing, usage, and meter data for the account(s) specified herein, to the extent such billing, usage, and meter data is associated with my dates of enrollment in the Pilot. This authorization also provides authority to the Submeter MDMA to act on my behalf to request rate changes necessary to participate in the Pilot.

I (Customer) authorize my Submeter MDMA to act on my behalf to perform the following selected specific acts and functions:

1) Yes ☐ No ☐ Request rate changes necessary for me to participate in the Electric Vehicle Pilot (Phase 2).

2) Yes ☐ No ☐ Receive a copy of my monthly PG&E bill for the duration of my participation in the Electric Vehicle Pilot (Phase 2).

Authorization is given for the period commencing with the date of execution of this Agreement until either the pilot ends or I decide to terminate my participation. If I, Customer, wish to release additional information to my agent, Submeter MDMA, or extend the timeframe during which this information will be released, I acknowledge that I must complete, sign and submit PG&E Form (79-1159).

RELEASE OF ACCOUNT INFORMATION:

I (Submeter Customer),_____ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf Of the Customer of Record listed on this form and that I have authority to financially bind the Customer of Record. I further certify that my Submeter MDMA, _____(print name of Submeter MDMA), has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above, including rate changes. I understand that PG&E reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize PG&E to release the requested information on my account or facilities to the above Submeter MDMA who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Submeter MDMA pursuant to this Authorization; 2) the unauthorized use of this information by my Submeter MDMA; and 3) from any actions taken by my Submeter MDMA pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request.

Authorization To Release Submeter Information To Customer And Act On The MDMA's Behalf

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED:

By signing this form to add the customer service account(s) set forth below, I, Submeter MDMA, authorize the Customer to act on my behalf to request and receive billing, usage, and meter data for the account(s)

specified herein, to the extent such billing, usage, and meter data is associated with the dates of the customer's enrollment in the Pilot. This authorization also provides authority to the Customer to act on my behalf to request rate changes necessary to participate in the Pilot.

I (Submeter MDMA) authorize the Customer to act on my behalf to perform the following selected specific acts and functions:

1) Yes ☐ No ☐ Request rate changes necessary for me to participate in the Electric Vehicle Pilot (Phase 2).

2) Yes ☐ No ☐ Receive a copy of the monthly PG&E submeter bill for the duration of the customer's participation in the Electric Vehicle Pilot (Phase 2). ·

Authorization is given for the period commencing with the date of execution of this Agreement until either the pilot ends or the Customer or MDMA decides to terminate participation. If I, Submeter MDMA, wish to release additional information to the Customer, or extend the timeframe during which this information will be released, I acknowledge that I must complete, sign and submit PG&E Form (79-1159).

RELEASE OF ACCOUNT INFORMATION:

I certify that the Customer, _____ (print name of authorized signatory), has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above, including rate changes. I understand that PG&E reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize PG&E to release the requested information on the submeter account or facilities to the above Customer who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to the Customer pursuant to this Authorization; 2) the unauthorized use of this information by the Customer; and 3) from any actions taken by the Customer pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request.

Entire Agreement This Agreement, together with the applicable EV Rate and Phase 2 Pilot Terms and Conditions, contains the entire agreement and understanding between the Parties related to Participant's participation in the Phase 2 Pilot, except for additional terms and conditions that are subsequently made a part of PG&E's tariffs or as modified by the Commission in the exercise of its jurisdiction. This Agreement supersedes all prior representations and discussions between PG&E and Participant pertaining to its subject matter.

Section 1 Property Type (Check one)

❑ Detached Home (Residential) ❑ Multi-family Dwelling/Attached Home (Residential) ❑ Commercial (Business)

Section 2 PG&E Primary Meter Customer Account Information

2 – __ __ – __ __ __ – __ __ __ __
Customer Account Number (Appears below your name on your PG&E bill)
__ __ __ __ __ __ – __ __ __ __ __ __

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Multiple Customer-of-Record Enrollment Agreement

Primary PG&E Electric Meter ID Number

_____ _____
First and Last Name (As it appears on your bill) Print Name

_____ _____ _____ _____
Service Account Street Address City State Zip

__ __ __ – __ __ __ – __ __ __ _____@_____
Telephone Number Email Address (To be used for communications regarding Pilot)

_____ _____ _____
If Commercial Account: Business Name Contact Name Title

* Alternate Mailing Address (Provide if applicable):

_____ _____ _____ _____
Street Address City State Zip

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Multiple Customer-of-Record Enrollment Agreement

Section 3 **PG&E Submeter Customer Account Information**

2 – __ __ – __ __ __ – __ __ __ __
Customer Account Number (PG&E)

_____ _____
First and Last Name (As it appears on your bill) Print Name

_____ _____ _____ _____
Service Account Street Address City State Zip

__ __ __ – __ __ __ – __ __ __ _____@_____
Telephone Number Email Address (To be used for communications regarding Pilot)

_____ _____ _____
If Commercial Account: Business Name Contact Name Title

* Alternate Mailing Address (Provide if applicable):

_____ _____ _____ _____
Street Address City State Zip

Section 4 **MDMA Submeter Information** (If customer elects to have multiple submeters, up to 19, please attach separate sheet for each submeter. Note: Multiple level submeters in a series are not allowed.)

_____
Submeter unique identifier (Appears on the Submeter)

Date Submeter(s) installed: __ __ / __ __/ __ __

Expected charging demand (kW): _____

Check the appropriate box below.

☐ Multiple Customer-of-Record Scenario #1 (See Attachment 1)

☐ Multiple Customer-of-Record Scenario #2 (See Attachment 1)

☐ Multiple Customer-of-Record Scenario #3 (See Attachment 1)

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Multiple Customer-of-Record Enrollment Agreement

Check all applicable statements below and complete table for your specific device(s)

Devices installed prior to Phase 2 Pilot:

☐ Any Electric Vehicle Supply Equipment (EVSE), EVSE with embedded submeter, and/or stand-alone submeter installed prior to the Phase 2 Pilot must have been certified by an Occupational Safety & Health Administration (OSHA)-approved Nationally Recognized Testing Laboratory (NRTL). Any EVSE, EVSE with embedded submeter, stand-alone submeter, except a plug-in EVSE or plug-in EVSE with embedded submeter[2], and related PEV charging circuits, must have been installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and must obtain any required inspection and approval by the local Authority Having Jurisdiction (AHJ). The OSHA-approved list of NRTLs is maintained at: https://www.osha.gov/dts/otpca/nrtl/.

Device	Manufacturer	Model	NRTL Certified
EVSE			☐
EVSE with Embedded Submeter			☐
Stand-alone Submeter			☐

Devices installed as part of the Phase 2 Pilot:

☐ Any EVSE, EVSE with embedded submeter, and/or stand-alone submeter installed as part of the Phase 2 Pilot is certified to Underwriters Laboratories (UL) standards by an OSHA NRTL or meets PG&E safety standards. Any EVSE, EVSE with embedded submeter, stand-alone submeter, except a plug-in EVSE or plug-in EVSE with embedded submeter[3] and related PEV charging circuits must be installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and must obtain any required inspection and approval by the local AHJ.

Device	Manufacturer	Model	UL Std./NRTL Certified
EVSE			☐
EVSE with Embedded Submeter			☐
Stand-alone Submeter			☐

[2] Level-2 EVSE with an inlet cord and plug which requires a dedicated circuit installed by a qualified electrician.

[3] Level-2 EVSE with an inlet cord and plug which requires a dedicated circuit installed by a qualified electrician.

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Multiple Customer-of-Record Enrollment Agreement

Section 5 **Customer& Submeter MDMA Authorization**

Primary Meter Customer

I (Customer), _____(print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed on this form and that I have authority to financially bind the Customer of Record. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from any actions taken by my Submeter MDMA or any other customer that is a Party to this Agreement. I understand that I may cancel my participation in the Phase 2 Pilot at any time by calling PG&E. Customers can email PG&E at PEVSP@pge.com or can call PG&E at 1-800-PGE-5000 (1-800-743-5000).

☐ By checking the box, you are signing this Customer Enrollment Agreement electronically. You agree that your electronic signature is the legal equivalent of your manual or "wet" signature on this Agreement as of the date on this agreement. By typing your name, entering the date, and checking the box to the left, you consent to be legally bound by the terms and conditions in this document. *Copies of Primary Meter Customer's signed signature page may be transmitted to PG&E by facsimile or other electric means. Copies of the signature page may be used for the purpose of enforcing the terms of this agreement."*

[This form must be signed by someone who has authority to financially bind the customer]
[For example, CFO of a company or City Manager of a municipality]

_____ _____
Authorized Customer Signature Authorized Customer Name (Print)

__ __ __ – __ __ __ – __ __ __ __
Telephone Number

Executed this_____ day of_____ _____ at _____
Month Year City and State Where Executed

To sign this document electronically:

- Check the box indicating that you are signing this Customer Enrollment Agreement electronically and agree that your electronic signature is the legal equivalent of your manual or "wet" signature on the Agreement.

Sign your name as follows: /s/ Customer Name.

****

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Multiple Customer-of-Record Enrollment Agreement

Submeter Customer

I (Customer), _____(print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed on this form and that I have authority to financially bind the Customer of Record. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from any actions taken by my Submeter MDMA or any other customer that is Party to this Agreement. I understand that I may cancel my participation in the Phase 2 Pilot at any time by calling PG&E. Customers can email PG&E at PEVSP@pge.com or can call PG&E at 1-800-PGE-5000 (1-800-743-5000).
.

☐ By checking the box, you are signing this Customer Enrollment Agreement electronically. You agree that your electronic signature is the legal equivalent of your manual or "wet" signature on this Agreement as of the date on this Agreement. By typing your name, entering the date, and checking the box to the left, you consent to be legally bound by the terms and conditions in this document. *Copies of Submeter Customer's signed signature page may be transmitted to PG&E by electronic mail. Copies of the signature page may be used for the purpose of enforcing the terms of this agreement.*

[This form must be signed by someone who has authority to financially bind the customer]
[For example, CFO of a company or City Manager of a municipality]

_____ _____
Authorized Customer Signature Authorized Customer Name (Print)

__ __ __ – __ __ __ – __ __ __ __
Telephone Number

Executed this_____ day of_____ _____ at _____
Month Year City and State Where Executed

To sign this document electronically:

- Check the box indicating that you are signing this Customer Enrollment Agreement electronically and agree that your electronic signature is the legal equivalent of your manual or "wet" signature on the Agreement.

Sign your name as follows: /s/ Customer Name.

****

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Multiple Customer-of-Record Enrollment Agreement

Submeter MDMA

☐ By checking the box, you are signing this Customer Enrollment Agreement electronically. You agree that your electronic signature is the legal equivalent of your manual or "wet" signature on this Agreement as of the date on this agreement. By typing your name, entering the date, and checking the box to the left, you consent to be legally bound by the terms and conditions in this document. *Copies of Submeter MDMA's signed signature page may be transmitted to PG&E by electronic mail. Copies of the signature page may be used for the purpose of enforcing the terms of this agreement.*

I (Submeter MDMA), hereby release, hold harmless, and indemnify PG&E from any liability, claims, demand, causes of action, damages, or expenses resulting from this Agreement.

_____ _____
Submeter MDMA Representative Signature Submeter MDMA Representative Name (Print)

_____
Submeter MDMA Name

_____ _____ _____
Street Address City State Zip

__ __ __ – __ __ __ – __ __ __ _____@_____
Telephone Number Email Address

Executed this _____ day of _____ _____
Month Year

To sign this document electronically:

- Check the box indicating that you are signing this Customer Enrollment Agreement electronically and agree that your electronic signature is the legal equivalent of your manual or "wet" signature on the Agreement.

Sign your name as follows: /s/ Submeter MDMA Representative Name.

Attachment 1

EV Submeter Pilot Phase 2

Multiple Customers-of-Record (MCOR)Scenarios

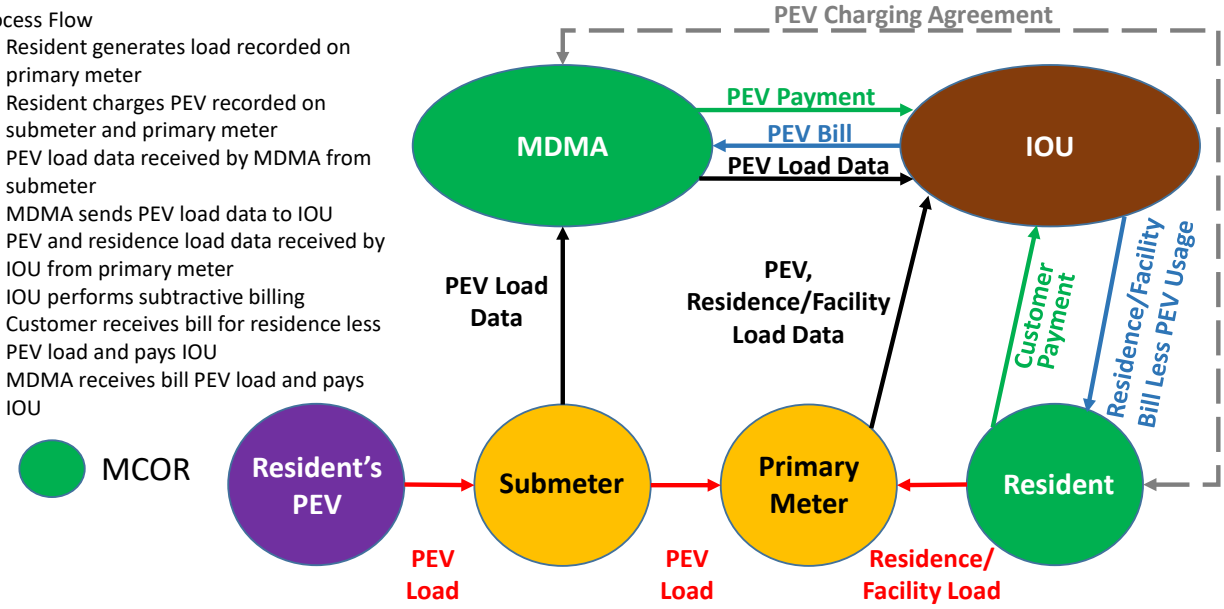
The following scenarios are single customers-of-record scenarios that will be supported by the IOUs.

Scenario 1: MDMA (IOU Customer) Pays Submeter Bill and Resident (IOU Customer) Pays Primary Meter Bill Less PEV Charging Usage

Single Family Resident/Commercial Facility[1] Resident

Process Flow

1. Resident generates load recorded on primary meter
2. Resident charges PEV recorded on submeter and primary meter
3. PEV load data received by MDMA from submeter
4. MDMA sends PEV load data to IOU
5. PEV and residence load data received by IOU from primary meter
6. IOU performs subtractive billing
7. Customer receives bill for residence less PEV load and pays IOU
8. MDMA receives bill PEV load and pays IOU

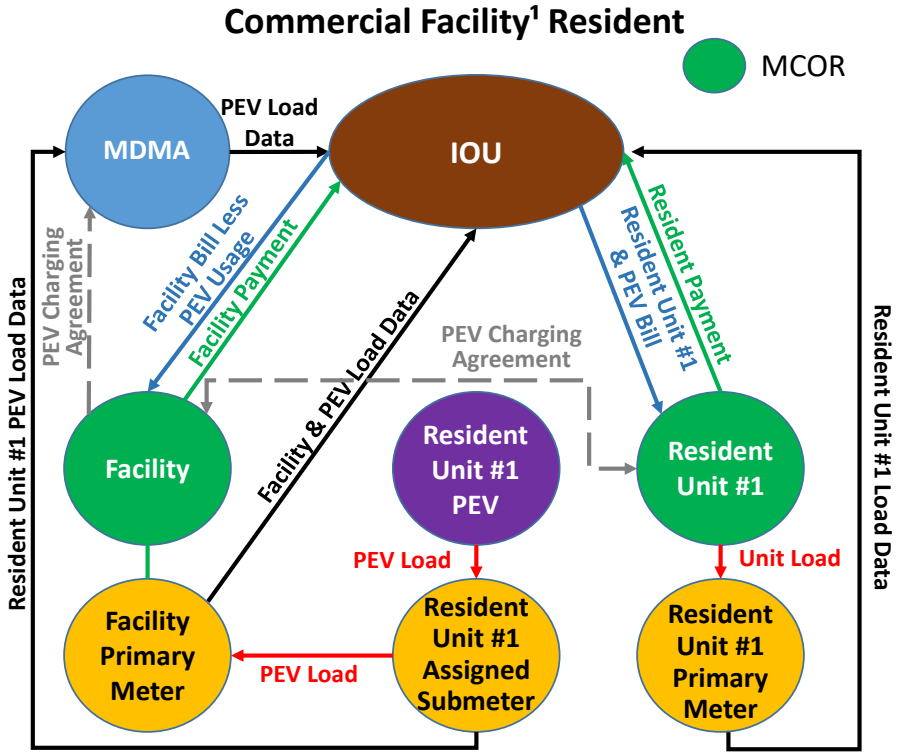


[1] Facility includes residents in MUD, condo complex or commercial building

Scenario 2: Resident (IOU Customer) Pays Submeter Bill, Facility (IOU Customer) Pays Primary Meter Bills Less EV Charging Usage

Process Flow

1. Resident Unit #1 generates load recorded on primary meter
2. Resident Unit #1 charges PEV recorded on assigned submeter and facility primary meter
3. Resident Unit #1 PEV load data received by MDMA from resident submeter
4. MDMA sends Unit #1 PEV load data to IOU
5. PEV and facility load data received by IOU from facility primary meter
6. Residence Unit #1 load data received from residence primary meter
7. IOU performs subtractive billing
8. Resident Unit #1 receives bill for separate residence and PEV accounts and pays IOU
9. Facility receives bill less PEV load and pays IOU

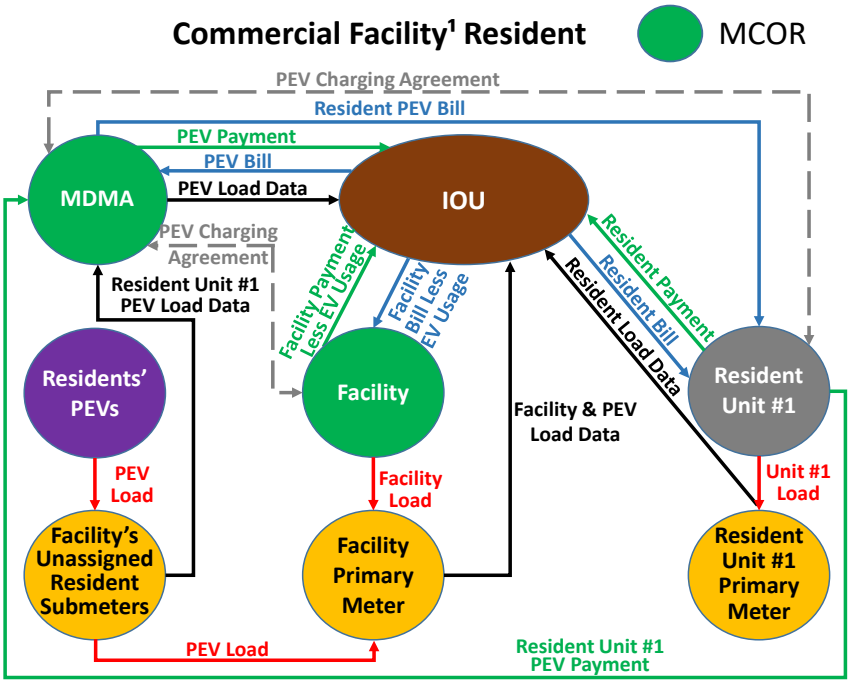


[1] Facility includes residents in MUD, condo complex or commercial building

Scenario 3: MDMA (IOU Customer) Pays Submeter Bill, Facility (IOU Customer) Pays Primary Meter Bill Less EV Charging Usage, Resident (IOU Customer) Pays IOU Unit #1 Bill and Pays MDMA for EV Usage.

Process Flow

1. Resident Unit #1 generates load recorded on residence primary meter
2. Resident Unit #1 joins MDMA's EV charging program and charges PEV which is recorded on unassigned submeter and facility primary meter
3. Facility PEV load data received by MDMA from facility submeter
4. MDMA sends facility PEV load data to IOU
5. PEV and facility load data received by IOU from facility primary meter
6. Residence Unit #1 load data received from residence primary meter
7. IOU performs subtractive billing
8. Resident Unit #1 receives bill for residence and pays IOU
9. Resident receives bill from MDMA for PEV load and Pays MDMA.
10. Facility receives bill less PEV load and pays IOU



[1] Facility includes residents in MUD, condo complex or commercial building

ELECTRIC SAMPLE FORM 79-1181 Sheet 1
RULE 21 PRE-APPLICATION REPORT REQUEST

Please Refer to Attached
Sample Form

1. GENERAL INTENT, CLARIFICATION AND OBLIGATION

A. Upon receipt of a completed Pre-Application Report Request, the applicable non-refundable processing fee and Authorization to Receive Customer Information or Act on a Customer's Behalf (PG&E Form 79-1095), if applicable, Distribution Provider shall provide pre-application data for the Pre-Application Report package selected by Applicant and within the corresponding timeframe.

B. The Pre-Application Report is based on readily available pre-existing system data at the time of request.

C. A Pre-Application Report Request does not obligate Distribution Provider to conduct a study or other analysis of the proposed project.

D. A Pre-Application Report Request does not obligate Distribution Provider to provide a response for data that is not readily available.

E. If Distribution Provider cannot complete all or some of the data fields in a Standard Pre-Application Report due to lack of available data, Distribution Provider will provide Applicant with a Pre-Application Report package that includes the data that is available.

F. In requesting a Pre-Application Report, Applicant understands that:

(1) The existence of "Available Capacity" in no way implies that an interconnection up to this level may be completed without system impacts since there are many variables studied as part of the interconnection review process.

(2) The Distribution System is dynamic and subject to change.

(3) Data provided in the Pre-Application Report may become outdated and not useful at the time of submission of Applicant's Interconnection Request.

(4) Data included in the Pre-Application Report may be subject to confidentiality requirements and may only be released to Distribution Operator's customer of record or authorized representative.

(5) Notwithstanding any of the provisions of this Section, Distribution Provider shall, in good faith, provide a Pre-Application Report containing data that represents the best available information at the time of reporting.

(6) A Pre-Application Report Request may include various sets of data, and as such:

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

a. Data sets included in each Pre-Application Report package are fixed options as described in Section 2.

b. Each Pre-Application Report package has an associated cost as shown in Section 2.

c. Each Pre-Application Report package has a corresponding timeframe for Distribution Provider to complete the Pre-Application Report selected by Applicant.

d. A second request for additional data for the same interconnection project will be treated as a new Pre-Application Report Request.

2. OPTIONAL STANDARD AND ENHANCED PRE-APPLICATION REPORTS

Applicant may request one or a combination of the following Pre-Application Report packages:

- Standard Pre-Application Report – Provides a readily available level of Distribution System data that requires little to no analysis on the part of distribution engineer providing the report.

- Enhanced Pre-Application Report - Primary Service Package – Provides a detailed level of Distribution System data that requires analysis on the part of the distribution engineer providing the report.

- Enhanced Pre-Application Report - Behind the Meter Interconnection Package – Provides distribution system level data that is relevant to a “Behind the Meter” interconnection, as well as Secondary or Primary service characteristics that are confirmed in the field.

The Standard Pre-Application Report may be requested concurrently with one or both of the Enhanced Pre-Application Report Requests. However, if the Standard Pre-Application Report is not requested, then there shall be an assessment of an additional non-refundable fee of $100 added to the Enhance Pre-Application Report Package.

.

A. Standard Pre-Application Report Package

Data Included	Cost	Time
1. Total capacity (MW) of substation/area bus or bank and of circuit likely to serve the proposed site. 2. Allocated capacity (MW) of substation/area bus or bank and circuit likely to serve proposed site. 3. Queued capacity (MW) of substation/area bus or bank and circuit likely to serve proposed site. 4. Available capacity (MW) of substation/area bus or bank and circuit most likely to serve proposed site. 5. Substation nominal distribution voltage or transmission nominal voltage if applicable. 6. Nominal distribution circuit voltage at the proposed site. 7. Approximate circuit distance between the proposed site and the substation. 8. Relevant line Section(s) peak load estimate, and minimum load, when available. 9. Number of protective devices and number of voltage regulating devices between the proposed site and the substation/area. 10. Whether or not three-phase power is available at the site. 11. Limiting conductor rating from proposed Point of Interconnection to distribution substation. 12. Based on proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks. 13. Nominal Distribution circuit voltage and wiring configuration	$300	Within 10 Business Days of receipt of pre-application report request. (Timeline is 30 Business Days if requested with Behind the Meter Interconnection Package)

B. Enhance Pre-Application Report - Primary Service Package

Data Included	Cost	Time
Nominal Distribution circuit voltage and wiring configuration 1. Relevant line section(s) absolute minimum load, and minimum load during the 10 AM – 4 PM period (provided when SCADA data is available). 2. Existing upstream protection including: a. Device type (Fuse Breaker, Recloser) b. Device controller (device make/model ex: 50E/50T) c. Phase settings [IEEE Curve, Lever, Min Trip (A), Inst Trip(A)] d. Ground settings [IEEE Curve, Lever, Min Trip (A), Inst Trip(A)] e. Rated continuous current f. Short Circuit interrupting capability g. Confirm if the device is capable of bi-directional operation 3. Provide the Available Fault Current at the proposed point of interconnection including any existing distributed generation fault contribution.	$225	Within 10 Business Days of receipt of pre-application report request. (Timeline is 30 Business Days if requested with Behind the Meter Interconnection Package)

C. Enhanced Pre-Application Report – Behind the Meter Interconnection Package[1]

Data Included	Cost	Time
1. Relevant line section(s) absolute minimum load, and minimum load during the 10 AM – 4 PM period (provided when SCADA data is available) 2. Transformer data a. Existing service transformer kVA rating b. Primary Voltage and Secondary Voltage rating c. Configuration on both Primary and Secondary Side (i.e., Delta, Wye, Grounded Wye, etc.) d. Characteristic impedance (%Z) e. Confirm if the transformer is serving only one customer or multiple customers f. Provide the Available Fault Current on both the Primary and Secondary Side 3. Secondary Service Characteristics a. Conductor type (AL or CU) and size (AWG) b. Conductor insulation type c. Number of parallel runs d. Confirm if the existing secondary service is 3-wire or 4-wire. 4. Primary Service Characteristics a. Conductor type (AL or CU) and size (AWG) b. Conductor insulation type c. Number of parallel runs d. Confirm if the existing primary service is 3-wire or 4-wire.	$800	Within 30 Business Days of receipt of pre-application report request

[1] Customer authorization will be required for release of customer specific information by submittal of Authorization to Receive Customer Information or Act on a Customer's Behalf (PG&E Form 79-1095). If customer authorization is required, Distribution Provider will notify Applicant if additional processing time will be required.

3. PRE-APPLICATION REQUESTED SERVICE

Report Name	Processing Time (Business Days)	Selection	Application Fee
Standard Pre-Application Report[2]	10[3]	☐	$300
Enhanced Pre-Application Report – Primary Service Package	10[4]	☐	$225
Enhanced Pre-Application Report – Behind the Meter Package	30	☐	$800
Combined Enhanced Pre-Application Report -Primary Service and Behind the Meter Interconnection Packages	30	☐	$1,025
Processing Fee if Standard Pre-Application Report Request is not submitted with either Enhanced Pre-Application Report Packages	N/A	☐	$100
Total Pre-Application Report Request Fee			

4. PROJECT INFORMATION

A. Project Type

This Pre-Application Report Request is for (check only one):

☐ A proposed new Generating Facility.

☐ An increase in the generating capacity or a Material Modification of an existing Generating Facility.

This Pre-Application Report Request is for (check only one):

☐ A project that **will export** power to the PG&E system.

☐ A project that **will not export** power to the PG&E system.

[2] The Standard Pre-Application Report may be requested concurrently with one or both of the Enhanced Pre-Application Report Requests. However, if the Standard Pre-Application Report is not requested, then there shall be an assessment of an additional non-refundable fee of $100 added to the Enhance Pre-Application Report Package.

[3] Timeline is 30 Business Days if requested with Behind the Meter Interconnection Package.

[4] Timeline is 30 Business Days if requested with Behind the Meter Interconnection Package.

B. Applicant provides the following information (when available):

Approximate proposed Point of Interconnection. The proposed Point of Interconnection shall be defined by latitude and longitude, site map, street address, utility equipment number (e.g. pole number), meter number, account number or some combination of the above sufficient to clearly identify the location of the Point of Interconnection. In the case of an existing Generating Facility, the name and specific location, including the county, of the existing Generating Facility. When requesting the Behind the Meter Interconnection Package, request must include meter number and account number;

Project Name: _____

Project Location: _____

City: _____

County: _____

Zip Code: _____

Latitude (in degrees/minutes/seconds OR 6 decimal places): _____

Longitude (in degrees/minutes/seconds OR 6 decimal places): _____

Utility Equipment Number [nearest one (ex. pole number 1234567E, transformer number P1234567)]: _____

Meter Number (ex. V123N-456789):_____

Account Number5 (ex. 123456789): _____

Proposed Nominal Service Voltage and Configuration: _____
(Examples: 240V 3-wire 1Ø, 480V 4-wire 3 Ø, 12kV 3-wire 1 Ø, etc.)

C. Attach copy of site map for proposed project. Site map should show:

- True north
- Proposed project location, including general area of project
- Proposed service point location
- Major roads, streets and/or highways

D. Generation Technology

Combustion Engine Generation

Type	Size (Total kW)	Fuel Type (N-Gas, Diesel, Biogas)
☐Reciprocating Engine		
☐Gas Turbine		
☐Other (Specify)		

Inverter Based Generation

Type	Size (Total kW)	Fuel Type (N-Gas, Diesel, Biogas)
☐Photovoltaic		N/A
☐Battery		N/A
☐Fuel Cell		
☐Other (Specify)		

Other Generation

Type	Size (Total kW)	Fuel Type (N-Gas, Diesel, Biogas)
☐Wind		N/A
☐Steam Turbine		N/A
☐Hydro Turbine		N/A
☐Other (Specify)		

5. OTHER INFORMATION

Name, address, telephone number, and e-mail address of Applicant (primary person who will be contacted);

Name:_____

Title:_____

Company Name:_____

Street Address:_____

City, State:_____

Zip Code:_____

Phone Number:_____

Fax Number:_____

Email Address:_____

Non-Refundable application fee, as specified in PG&E's Rule 21 tariff and Sections 2 and 3 above, is required to complete this Pre-Application Report Request.

This Pre-Application Report Request and the processing fee shall be submitted either electronically or in hard copy form with attachments to:

Electronically to (preferred): Rule21gen@pge.com

OR by mail to:

Pacific Gas and Electric Company
Attn: Electric Generation Interconnection
P.O. Box 770000
Mail Code N7L
San Francisco, California, 94177

Overnight address: 245 Market Street Mail Code N7L San Francisco, CA 94105

I understand that the contents of the Pre-Application Report are confidential and shall not be disclosed to anyone who is not an employee or other representative (including consultants) of the company or corporation I am employed with.

I understand that this form 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.

This Pre-Application Report Request is submitted by:

_____
Legal name of applicant

_____
By (signature)

_____
Name (type or print)

_____
Title

_____
Date

_____
Phone Number

Electric Sample Form No. 79-1186
Customer Information Service
Request For Share My Data CISR-SMD

Sheet 1

Please Refer to Attached
Sample Form

CUSTOMER INFORMATION SERVICE REQUEST FOR SHARE MY DATA (CISR-SMD)

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ FIRST
THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY

This form allows you to voluntarily create a new Authorization to grant a Third Party of your choice access to your PG&E personal, energy usage, energy billing and other program data about you via PG&E's Share My Data (SMD) platform or to modify or revoke an existing Authorization you currently have on the Share My Data platform. This form should be completed by the main Customer Account Holder (name on the PG&E bill).

Pacific Gas and Electric Company's (PG&E's) Gas and Electric Rules 27 and its corresponding privacy policies, which can be found at www.pge.com/about/company/privacy/customer, do not allow for the disclosure of customers' personal information, such as your name, address, phone number, or electric account and billing information, to third parties for purposes other than providing utility services to you or as otherwise required by law, unless you expressly authorize us to do so. This form allows you to exercise your right to disclose personal and energy-related information about you to a Third Party under PG&E's Electric Rule 25 which can be found at https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_RULES_25.pdf. This form may be used to authorize the release of electric-related information for Bundled, Community Choice Aggregation (CCA), Direct Access (DA) customers, and gas-related information for Core End-Use and Noncore End-Use customers. Once you authorize access by a Third Party to personal and energy-related information about you, you are responsible for and agree that you are solely responsible for ensuring that the Third Party safeguards this information from further disclosure without your consent.

If you want to provide data to a Demand Response Provider (DRP), please use "Customer Information Service Request For Demand Response Provider" (CISR-DRP), Form 79-1152.

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, including, without limitation, revisions to the types of customer information to be released.

STEP 1: AUTHORIZATION DETAILS

- ***Please select the action you wish to take:***

  [ ] **CREATE** A NEW AUTHORIZATION – Please Complete SECTION 1
  [ ] **MODIFY** AN EXISTING AUTHORIZATION – Please Complete SECTION 2
  [ ] **REVOKE** AN EXISTING AUTHORIZATION – Please Complete SECTION 3

- ***Your Contact Information:***

  First Name: _____ Last Name: _____

  Mailing Address: _____

  Email Address (Optional): _____
  (The email address you provide here will be used for all transactional emails relating to this Authorization.)

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

CUSTOMER INFORMATION SERVICE REQUEST FOR SHARE MY DATA (CISR-SMD)

[SECTION 1: CREATE A NEW AUTHORIZATION]

- ***Third Party:***

  Please provide the name of the Third Party you authorize to access your data via the Share My Data platform. You may authorize only those third parties who have registered with PG&E to use the Share My Data platform. This form will not be processed if you list a Third Party who has not registered to use the Share My Data platform.

  Name of Third Party: _____

  (PLEASE NOTE: PG&E has not conducted vendor security reviews on the Share My Data registered Third Parties. Please be sure to read Terms and Conditions offered by the Third Party prior to authorizing the Third Party to access your data.)

- ***Data Elements:***

  Please select the data elements you wish to authorize (you may select more than one data element):

  [ ] **Basic Information** (Includes name and service address)
  [ ] **Billing Information** (Includes up to 48 months historical, current, and ongoing billing records, billing and meter read dates, rate schedule, and voltage class.)
  [ ] **Account Information** (Includes account number(s), service agreement number(s), and service start date.)
  [ ] **Usage Information** (Includes up to 48 months of historical, current, and ongoing electric and/or gas usage data used for bill calculations, interval usage, and interval time-of-use indicators.)
  [ ] PG&E **Program Enrollment Information** (Includes current and ongoing PG&E Demand Response program name and status, as well as the name and status of other PG&E programs in which you are enrolled.)

- ***Authorization Period:***

  The Third Party will automatically have access to up to 48 months of historical data from the date the Authorization is created.

  Please select the period of time you wish to authorize the Third Party, listed above, to have ongoing access to the data elements selected above:

  [ ] Ongoing Access Until _____ or until I revoke this Authorization.
  [Date]

  OR

  [ ] Indefinitely until I revoke this Authorization.

  In all cases, the Authorization for a Service Agreement will be automatically revoked when the Service Agreement is closed by the Customer.

- ***Service Agreement IDs to be Authorized:***

  Please list the Account Number(s) and Service Agreement ID(s) you, as the Customer Account Holder, are authorizing the specified Third Party to access via the Share My Data platform:

Account Number	Service Agreement ID

(For more than three Service Agreement IDs please attach a separate file)

[SECTION 2: MODIFY AN EXISTING AUTHORIZATION]

- ***Subscription ID:***

  Please provide the Subscription ID associated to the Authorization you wish to modify. Your Subscription ID can be found in the confirmation email sent to you when the Authorization was initially created. If you cannot find your Subscription ID, please contact PG&E Customer Service at (800) 743-5000 for assistance.

  Subscription ID: _____

- ***Authorization Period:***

  [ ] Ongoing Access Until _____ or until I revoke this Authorization.
  [Date]

  OR

  [ ] Indefinitely until I revoke this Authorization.

  In all cases, the Authorization for a Service Agreement will be automatically revoked when the Service Agreement is closed by the Customer.

- ***Service Agreement IDs to be added and/or removed from Authorization by the Customer Account Holder***

  If you would like to add or remove Service Agreement IDs from this Authorization, please specify them below.

Account Number	Service Agreement ID	Add	Remove
		☐	☐
		☐	☐
		☐	☐

(For more than three Service Agreement IDs please attach a separate file)

[SECTION 3: REVOKE AN EXISTING AUTHORIZATION]

- ***Subscription ID:***

  Please provide the Subscription ID associated to the Authorization you wish to revoke. Your Subscription ID can be found in the confirmation email sent to you when the Authorization was initially created. If you cannot find your Subscription ID, please contact PG&E Customer Service at (800) 743-5000 for assistance.

  Subscription ID: _____

STEP 2: AGREE TO SHARE MY DATA TERMS AND CONDITIONS

Important information: Please read carefully. This is a legally binding agreement.

- ***Create a New Authorization or Modify an Existing Authorization:***

  I, (First and Last Name of Customer of Record), _____, authorize the designated Third Party to access the Customer of Record Account Holder's personal energy data in accordance with these terms and conditions for the designated Service Agreement(s) as indicated in Section 1 for new Authorizations or Section 2 for modifying an existing Authorization. I understand PG&E reserves the right to verify any authorization request submitted before releasing information on my behalf.

  I declare that I am authorized to execute this Authorization manually or electronically on behalf of the Customer of Record Account Holder, and that I have authority to bind the Customer of Record Account Holder. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, and causes of action, damages, or expenses resulting from: (1) any release of information to the Third Party pursuant to this Authorization; (2) the unauthorized use of this information by the Third Party or any other third party; and (3) any actions taken by the Third Party pursuant to this Authorization. I understand that I may revoke this Authorization at any time by submitting a newly completed copy of this form with the Revocation check box selected. I hereby indicate my consent to execute and submit this Authorization electronically.

  _____ _____

  Signature of Customer Date

- ***Revoke an Existing Authorization:***

  I, (First and Last Name of Customer of Record), _____, revoke the Authorization of the designated Third Party to access personal data about me from the designated Service Agreement(s).

  I declare that I am authorized to execute this Revocation manually or electronically on behalf of the Customer of Record Account Holder, and that I have authority to bind the Customer of Record Account Holder. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from: (1) any negligent conduct relating to this Revocation; (2) any refusal to release information to the Third Party pursuant to this Revocation; and (3) any conduct by the Third Party in connection with this Revocation. I hereby indicate my consent to execute and submit this Revocation electronically.

  _____ _____

  Signature of Customer Date

STEP 3: SUBMIT FORM VIA EMAIL OR MAIL

Forms can be emailed to:
sharemydata@pge.com

Forms can be mailed to:
Pacific Gas and Electric Company
Share My Data
245 Market Street, N3E
San Francisco, CA 94105

Electric Sample Form No. 79-1187 Sheet 1

Bioenergy Market Adjusting Tariff Program (BioMAT Program) - Fuel Resource Attestation

Please Refer to Attached Sample Form

BIOENERGY MARKET ADJUSTING TARIFF PROGRAM (BIOMAT PROGRAM) – FUEL RESOURCE ATTESTATION

Together herewith, and in accordance with the BioMAT Bioenergy Market Adjusting Tariff ("BioMAT Tariff"), _____ *[Insert Applicant's full legal name],* a _____ *[Insert Applicant's form of entity and state of registration]* ("Applicant"), submits a Program Participation Request ("PPR") for its electric generating Project to Pacific Gas and Electric Company ("PG&E"). In order for such Project to be eligible for participation in the BioMAT Program, Applicant must, among other things, submit this attestation describing its planned Fuel Resource Category and its compliance with the Fuel Resource Requirements set forth in the BioMAT Tariff. Applicant hereby represents, warrants and covenants that:

1. The fuel resource(s) Applicant intends to use for such Project are eligible for the Renewables Portfolio Standard (RPS) in accordance with the California Energy Commission's (CEC) RPS eligibility requirements.

2. The fuel resource(s) Applicant intends to use for such Project meet(s) the definition and requirements of one of the Fuel Resource Categories defined in the BioMAT Tariff.

3. The fuel resource(s) and percentages of Fuel Use, as applicable, that Applicant intends to use for such Project are *[check one Fuel Resource Category and all percentages of Fuel Use, as applicable, within that Fuel Resource Category]:*

Fuel Resource Category		**Fuel Use**
☐ Category 1		
	Wastewater treatment	_____ %
	Municipal organic waste diversion	_____ %
	Food processing	_____ %
	Codigestion	_____ %
	Other	_____ %
OR		
☐ Category 2 (Dairy)		_____ %
OR		
☐ Category 2 (Other Agricultural)		_____ %
	Other	_____ %
OR		

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

☐ Category 3

Fire threat reduction	%
Fire safe clearance activities	%
Infrastructure clearance projects	%
Other sustainable forest management	%
High Hazard Fuel	%
Other	%
Total	

Applicants submitting a PPR for a Category 3 Project utilizing feedstock from "other sustainable forest management" must also submit the attached form as provided in Appendix A of this attestation. Capitalized terms used but not otherwise defined in this letter have the meanings set forth in the BioMAT Tariff.

_____
(Company Name)

_____
(Signature)

_____
(Print Name)

_____
(Title)

_____
(Date)

APPENDIX A

CATEGORY 3 "OTHER SUSTAINABLE FOREST MANAGEMENT" ELIGIBILITY FORM

Section I

1. Ownership Category:

[Identify if the parcel on which the Category 3 Project is conducted is owned by a private entity, state or federal government.]

2. Number of Acres:

[Identify how many acres are being treated / harvested by the forest management project.

3. Type of harvest document (If applicable):

[Identify the type of harvest document, state permit, federal permit or exemption that apply to the forest management project.]

4. Harvest Document Designator:

Identify the state or federal entity that issued the harvest permit, exemption or other document that applicable to the forest management project.]

5. Facility Identifier:

[Provide the identifier for the Facility which will receive and utilize the forest biomass to generate energy.]

Section II

To qualify as a Category 3 Project utilizing feedstock from other sustainable forest management activities, the fuel procured from these activities must provide at least 12 of the 16 co-benefit items identified in Sections A through E below. In addition, the forest management project must meet at least one of the activities listed in each of Sections A through D. A Registered Professional Forester must certify that the planned forest management activities meet the sustainability criteria under Section 2.2.3.4 of CPUC Decision 14-12-081.

Note: Please keep responses brief (under 250 words) and focused on the basis for the determination that the forest management project will support sustainability of the specific objective. In lieu of providing a written response, or in addition to the written response, where appropriate, provide source references to the approved harvest/NEPA document where discussion of potential significant adverse impacts, evaluation and mitigation measures are provided.

A. Habitat Temporal and Spatial Diversity Objectives (Describe all that apply)

1. Openings for shade intolerant species were created to promote regeneration and habitat diversity.

Please describe percent and distribution of areas in small openings less than 2.5 acres in size and planned regeneration methods.

2. Multi-age, multi-species tree habitats were created at the project level.

Please describe how the forest management project will support maintenance, enhancement and/or restoration of canopy cover and maintain or increase the quadratic mean diameter of an overstory of multi-age, multi-species tree habitat immediately post-harvest.

3. Understory vegetation was retained and distributed across the immediately post-harvest forest management project site consistent with fire threat reduction and habitat objectives and contributes to spatial heterogeneity by varying treatments to retain untreated patches, openings, and widely spaced single trees and clumps.

Please describe objectives for retention of understory shrubs and trees and estimate post-harvest areas of untreated patches and openings.

B. Habitat Elements: (Describe all that apply)

1. Snags are retained consistent with safety, FPRs, and fire threat reduction goals.

Please describe post-harvest snag retention objectives and estimate the percentage of existing snags to be removed as part of the planned forest management activities.

2. Down logs with benefit to habitat diversity are retained consistent with fire threat reduction goals.

Please describe forest management project treatment objectives for retention of existing or forest management project related down woody material.

3. Large hardwoods and legacy trees are retained as post-treatment stand components and habitat.

Please describe post-harvest retention objectives for hardwoods and legacy trees.

4.Management practices and harvesting associated with the forest management project impacts are consistent with the objectives of retaining or recruiting large trees at the forest management project and landscape level.

Please describe post-harvest old growth tree retention objectives.

C. Forest Health and, Fire Management Objectives: (Describe all that apply)

1. Fire threat is reduced through treatment of ladder fuels and surface fuels to achieve reduction in incidence of crown torching in overstory trees and to avoid active crown fires under most conditions.

Please describe post-harvest spatial arrangement objectives for retention of understory shrubs and trees in relation to overstory trees.

2. Outcomes support reintroduction of prescribed fire.

Please describe, if applicable, post-harvest surface and ladder fuel conditions and proposed use of prescribed fire.

3. Improvement of overall forest health through reduction in overstocking in small tree sizes and reduction of competition for soil moisture with overstory trees.

Please describe.

D. Air and Water Quality Protection: (Describe all that apply)

1. Avoided emissions by eliminating need for open burning of slash piles and/or decomposition.

Please describe the relative reduction in emissions attributable to removal of material from the forest management project site for use as fuel for energy generation in comparison to piling and burning or piling and decomposition.

2. Measures have been incorporated to address moist microsites, and near stream habitats.

Please describe what measures will be employed to protect moist microsites and near-stream habitats.

3. Soil protection measures used to minimize compaction and loss of A-horizons and soil carbon.

Please describe.

4. Operational plans provide for the retention of fine woody debris to minimize potential threats to soil productivity (and meet fire threat reduction objectives).

Please describe.

E. Societal and Economic Benefits: (Describe all that apply)

1. The forest management project contributes to societal benefits of local communities by way of fire safety, improved environmental health and overall quality of life.

Please describe.

2. The forest management project contributes to local economies by way of providing additional to local employment opportunities and investment.

Please describe.

Seller hereby certifies that the above statements are true and complete.

[Insert Seller name]
[Date]

By: _____

Name: _____

Title: _____

I certify that the planned forest management activities described above meet the sustainability criteria under Section 2.2.3.4 of CPUC Decision 14-12-081.

[Insert name of Registered Professional Forester]
[Insert name of agency]

By: _____

Name: _____

Title: _____

Please mail completed form to:

Pacific Gas and Electric Company
77 Beale Street, B25J
San Francisco, CA 94105
Attn: BioMAT Administrators

Electric Sample Form No. 79-1188
Special Agreement for Retail Storage Station Service
for In Front of the Meter Applications

Please Refer to Attached
Sample Form

(Continued)

SPECIAL AGREEMENT FOR RETAIL STORAGE STATION SERVICE FOR IN FRONT OF THE METER APPLICATIONS

DISTRIBUTION
- ☐ Customer
- ☐ Division
- ☐ Tariff Interpretation
- ☐ Customer Relations
- ☐ Electric Billing Solutions

REFERENCES
SAID #:_____
Premises #:_____
CDx/Acct#:_____
_____

This is an agreement between Pacific Gas and Electric Company (PG&E), a California corporation, and _____ (Customer), a(n) _____. This agreement will be herein referred to as "Agreement".

Customer has requested PG&E to provide Retail Station Power at Customer's premises at _____, County of_____ California, under one of the billing options designated below:

Storage Resource Name/Location	Resource Type: NAS, Flow Battery, Flywheel, Pumped storage etc.	Capacity (KW)	Make and Model e.g.Tesla, ABB, Siemens, Samsung etc.

Capitalized terms in this agreement that are not defined in this agreement are otherwise defined in PG&E's other applicable tariff schedules

☐ **Option 1 – Station Power Load Reference –** Station Power Load Reference value will be established by measuring its Retail Station Power loads at Idle Charging State, prior to issuance of the Permission To Operate (PTO) letter by PG&E.[1] This reference point will be set initially via field tests and will at each anniversary adjust based on the maximum demand values obtained in the prior 12 months.

The initial Station Power Load Reference Value _____ kW

The initial Crossover Threshold Value _____ kW

☐ **Option 2 – Separate Retail Station Power Meter –** Retail Station Power is separately metered, the bill will be determined from actual usage data obtained from either the Retail Station Power grid-tie meter or the station power sub-meter.

The initial Station Power Load Reference Value _____ kW

[1] Per PG&E Rule 21, all energy resources, including storage facilities are not permitted to operate in parallel with the PG&E grid until after all Rule 21 requirements are met including Customer's receipt of a Permission to Operate letter from PG&E.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

☐ **Option 3 – Estimation Of Metered Data –** PG&E and Customer shall agree on the derivation methodology and included as specified in this Special Agreement for Retail Storage Station Service For In Front Of The Meter Storage Applications. Such derivation may include reliance upon third-party metering. Metering and other reasonable basis must be agreeable to both PG&E and Customer.

The initial Station Power Load Reference Value _____ kW

SCHEDULING COORDINATOR DESIGNATION:

Storage station service customers must elect a scheduling coordinator prior to the issuance of the PTO.

Scheduling Coordinator Name _____

Address _____

Phone Number _____

Terms and Conditions

1. Customer has requested PG&E to stand ready at all times to deliver or supply and deliver electric energy to Customer's premises on an as-needed basis. Such retail storage station service shall be provided to Customer in accordance with and subject to PG&E's applicable rates and rules as established from time to time by, and on file with, the California Public Utilities Commission.

2. This agreement is not intended to cover wholesale service.

3. PG&E shall be granted, without cost to it, all necessary rights-of-way and easements, satisfactory to PG&E, in both location and form of document, to establish such service.

4. All necessary service facilities to accommodate Customer's retail storage station service load shall be furnished by PG&E and Customer as specified in electric line extension and service rules or the otherwise appropriate extension agreements. Any necessary extensions and reinforcements of PG&E's distribution and transmission facilities that are furnished by PG&E at Customer's expense in accordance with either a separate line extension or special facilities agreement, in accordance with the applicable tariffs.

5. All facilities furnished by PG&E to provide retail storage station service at all times shall be and remain the property of PG&E notwithstanding that they may be affixed to Customer's property. PG&E may remove such facilities upon termination of the Agreement.

6. During the term of this Agreement, Customer grants to PG&E the right to operate, maintain, replace, and repair PG&E's facilities on Customer's premises necessary to provide retail storage station service hereunder and all rights necessary for access to and from such facilities at all reasonable times.

7. All retail storage station service provided shall be _____ phase, 60 hertz, alternating current at an electromotive force of approximately _____ volts. Allowable variations in this frequency and voltage are specified in PG&E's electric Rule 2. The delivery point for the retail storage station service shall be

considered the point where conductors owned, or under license by Customer, contact PG&E's conductors, or as otherwise designated by applicable rules.

8. The initial reserved capacity for storage charging service shall be _____ kW (Reservation Capacity) and shall be billed monthly at the rate described in the “Rates” section of Schedule S or Schedule SB. However, the Station Power Load Reference Value shall be the Reservation Capacity.

9. The initial term of this Agreement shall be for a period of one (1) year from the date the station service under this Agreement is first made available to Customer as such date is established in PG&E's records and shall continue thereafter from year to year. Customer may terminate this Agreement at the expiration of the initial or any subsequent one-year term, or PG&E may terminate this Agreement in accordance with its tariffs, provided that written notice of such termination is given to the other party at least thirty (30) days prior to such termination date.

10. Customer may, with PG&E's written consent, assign this Agreement to a subsequent owner of the premises if the assignee will, in writing; agree to perform the obligations of the Agreement.

11. 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.

Dated this _____ day of _____, _____.

APPROVED:

	PACIFIC GAS AND ELECTRIC COMPANY
_____	
Customer	
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name	*Print Name*
_____	_____
Title	*Title*
_____	_____
Date	*Date*

Mailing Address:

_____

_____

_____

_____

Mailing Address:

Pacific Gas and Electric Company

77 Beale Street, M/C B8M

San Francisco, CA 94105

Electric Sample Form No. 79-1189 Sheet 1

Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less

Please Refer to Attached Sample Form

(Continued)

ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

This *Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less*, (Agreement) is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate solar electric generation for the Customer-Generator or designated agent of the Customer-Generator sized no larger than for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEM2VMSH).

The purpose of this Agreement is to allow the Customer-Generator to interconnect solar electric generation with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEM2VMSH. Customer-Generator has elected to interconnect and operate its solar electric Generation in parallel with PG&E's Electric System, to offset part or all of the Eligible Low Income Development's own electrical requirements at the affiliated service points. Customer-Generator shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

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 NEMV, NEM2V, NEMVMASH or NEM2VMSH Storage (if applicable)

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2VMSH, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 17 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.

(c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

4.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

(c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,

(d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 5.

4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY REQUIREMENTS

5.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.

5.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.

5.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Rule 21 Generator Interconnection Application* (Form 79-1174-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less* (Form 79-1189); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

5.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2MSH, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.

5.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that

(i) a warranty of at least 10 years has been provided on all equipment and on its installation, or

(ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

5.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

5.7 For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer Generator inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at http://www.gosolarcalifornia.org/equipment/inverters.php.)

Verification of inverter model's compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

(a) it is already approved by PG&E for interconnection prior to September 9, 2017
(b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
(c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application[1] no later than March 31, 2018, or
(d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an "existing inverter" certifies it is being replaced with either:

(i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
(ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

[1]A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

6. INTERCONNECTION FACILITIES

6.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.

6.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.

6.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in Section 5 and provide the following for insurance policies in place.

To the extent that Customer-Generator has currently in force property insurance and commercial general liability or personal liability insurance, Customer-Generator agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Customer-Generator meets the requirements of this section, Customer-Generator shall not be required to purchase any additional liability insurance.

❑ I have insurance. I hereby certify that there is presently insurance coverage in the amount of

$_____ for the Schedule NEM2VMSH Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

❑ I do not have insurance. I hereby certify that there is presently $0 (zero) dollars of insurance for the

Schedule NEM2VMSH Generating Facility location.

9. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

9.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 9.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

10. NOTICES

10.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E:

Pacific Gas and Electric Company
Attention: Electric Generation Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: _____

Address: _____

City: _____

Phone: ( ) _____

FAX: ( ) _____

10.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 10.1.

10.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

11. REVIEW OF RECORDS AND DATA

11.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

11.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

12. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

13. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

14.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

14.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

15. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

16. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

17. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

	PACIFIC GAS AND ELECTRIC COMPANY
(Customer Generator's Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

APPENDIX A
DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)

APPENDIX B (If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527) (Formed between the Parties)

APPENDIX C (If Applicable)
NEMV, NEM2V, NEMVMASH or NEM2VMSH Storage

Applicants adding storage pursuant to Schedules NEMV, NEM2V, NEMVMASH, or NEM2VMSH under the Special Condition for storage must include proper documentation per PG&E's Distribution Interconnection Handbook (DIH).

Electric Sample Form No. 79-1190 Sheet 1

Virtual Net Energy Metering (NEM2V) Interconnection Agreement
for Solar (PV) or Wind Generation Totaling 1 MW or Less

Please Refer to Attached
Sample Form

(Continued)

VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

This *Virtual Net Energy Metering (NEM2V) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less*, (Agreement) is entered into by and between _____ _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a multi-tenant or multi-meter Eligible NEM2V installation on a single Premises, as defined in Electric Rule 1 for the Customer-Generator or designated agent of the Customer-Generator who interconnects a single solar photovoltaic and/or wind generating facility (Renewable Electric Generation Facility) sized no larger than 1 MW for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEM2V) of the past year that is on a single Premises, as defined in Electric Rule 1 [1] with other individually metered PG&E Benefitting Accounts that will be allocated the benefits of the Renewable Electric Generation Facility as described in NEM2V, that meets all the applicability requirements in Schedule NEM2V, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Electric System.

The purpose of this Agreement is to allow the Customer-Generator to interconnect the Renewable Electric Generation Facility with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEM2V. Customer-Generator has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Electric System, primarily to offset part or all of the NEM2V Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service. Customer-Generator shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Generating Facility's expected date of Initial Operation is _____

The expected date of Initial Operation shall be within two years of the date of this Agreement.

[1] From Electric Rule2, a PREMISES is defined as all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).

Appendix B A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work (62-4527*), if applicable (Formed by the Parties).

Appendix C Customer-Generator Affidavit Warranting That NEM2V Arrangement Is Sized to Load.

Appendix D NEMV, NEM2V, NEMVMASH or NEM2VMSH Storage (if applicable)

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2V, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 17 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.

(c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

4.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

(c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,

(d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 5.

4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY REQUIREMENTS

5.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.

5.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.

5.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Rule 21 Generator Interconnection Application* (Form 79-1174-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Virtual Net Energy Metering (NEM2V) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less* (Form 79-1190); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

5.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.

5.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that

(i) a warranty of at least 10 years has been provided on all equipment and on its installation, or

(ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

5.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

5.7 For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings <u>and default settings</u>, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at http://www.gosolarcalifornia.org/equipment/inverters.php.)

Verification of inverter model's compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

(a) it is already approved by PG&E for interconnection prior to September 9, 2017
(b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
(c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application[1] no later than March 31, 2018, or
(d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an "existing inverter" certifies it is being replaced with either:

(i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
(ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

[1]A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

6. INTERCONNECTION FACILITIES

6.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.

6.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.

6.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in Section 5 and provide the following for insurance policies in place.

To the extent that Customer-Generator has currently in force property insurance and commercial general liability or personal liability insurance, Customer-Generator agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Customer-Generator meets the requirements of this section, Customer-Generator shall not be required to purchase any additional liability insurance.

❑ I have insurance. I hereby certify that there is presently insurance coverage in the amount of

$_____ for the Schedule NEM2V Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

❑ I do not have insurance. I hereby certify that there is presently $0 (zero) dollars of insurance for the Schedule NEM2V Generating Facility location.

9. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

9.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 9.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

10. NOTICES

10.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E:

Pacific Gas and Electric Company
Attention: Electric Generation Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX: (_____) _____

10.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 10.1.

10.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

11. REVIEW OF RECORDS AND DATA

11.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

11.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

12. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

13. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

14.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

14.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

15. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

16. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

17. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

	PACIFIC GAS AND ELECTRIC COMPANY
(Customer Generator's Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)

APPENDIX B (If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of Special Facilities (Forms 79- 255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527) (Formed between the Parties)

APPENDIX C

CUSTOMER-GENERATOR AFFIDAVIT WARRANTING THAT NEM2V ARRANGEMENT IS SIZED TO LOAD

In accordance with Schedule NEM2V, I, Customer-Generator warrant that:

1) the Generator Account associated with this NEM2V agreement is sized to offset no more than part or all of the annual usage (kWh) requirements of all the Benefitting Accounts included in this NEM2V Arrangement, and

2) the Eligible Allocation Percentage established for each Benefitting Account is sized to offset no more than part or all or the annual usage (kWh) requirement for that specific Benefitting Account.

Service Address of Generator: _____

_____

_____
Customer Generator's Name

_____
Signature

_____
Date

_____
Type/Print Name

_____
Title

APPENDIX D (If Applicable)
NEMV, NEM2V, NEMVMASH or NEM2VMSH Storage

Applicants adding storage pursuant to Schedules NEMV, NEM2V, NEMVMASH, or NEM2VMSH under the Special Condition for storage must include proper documentation per PG&E's Distribution Interconnection Handbook (DIH).

Electric Sample Form No. 79-1191 Sheet 1

Generating Facility Interconnection Agreement for Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT)

Please Refer to Attached Sample Form

(Continued)

GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

This *Generating Facility Interconnection Agreement for Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT)*, (Agreement) is entered into by and between _____, a _____ (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Local Government Renewable Energy Self Generation Bill Credit Transfer Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1. A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2. Generating Facility identification number: _____ (Assigned by PG&E).

2.3. Producer's electric service agreement ID number: _____ (Assigned by PG&E).

2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

2.5. The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6. The Net Nameplate Rating of the Generating Facility is _____ kW.

2.7. The expected annual energy production of the Generating Facility is _____ kWh.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

2.8. For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the Generating Facility ☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.

2.9. The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

3.1. This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

Appendix A- Description of Generating Facility and Single-Line Diagram (Supplied by Producer).

Appendix B- Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).

Appendix C- A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties).

Appendix D- Producer Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2830 of the California Public Utilities Code

Appendix E- Producer Certification that it meets the Definition of a Local Government, as Defined in Public Utilities Section 2830(A)

3.2. When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21, Section C.

4. TERM AND TERMINATION

4.1. This Agreement shall become effective as of the last date entered in Section 19, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.

(c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 11 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

4.2. Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

(c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,

(d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.

4.3. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

4.4. Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

5.1. If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration) (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 11.1 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that its Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with Section 216.6 of the PUC. If PG&E

determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Status Change).

5.1.1. PG&E shall revise its records and the administration of this Agreement to reflect the Status Change and provide Notice to Producer of the Status Change pursuant to Section 12.1 below. This Notice shall specify the effective date of the Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E's Notice shall include an invoice for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PUC.

5.1.2. Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this Section 5.1, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

5.2. 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 Producer inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists.

Verification of inverter model's compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

6. INTERCONNECTION FACILITIES

6.1. Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer's Generating

Facility.

6.2. Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.

6.3. If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

7. DISTRIBUTION UPGRADES

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in a Special Facilities Agreement attached to and made a part of this Agreement as Appendix C. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

8. NETWORK UPGRADES

8.1. No portion of this Section 8 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

8.2. The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades required to interconnection this Generating Facility. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 8.2.1 directs otherwise.

8.2.1. To the extent that the CAISO Tariff, as referenced in Rule 21 section E.4, provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts

paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

8.2.1.1. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 8.2.1, the Interconnection Customer, the Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the nonusage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

8.2.1.2. If the Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 8.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

8.3. Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

9. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

10. INSURANCE

10.1. In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

(a) Two million dollars ($2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;

(b) One million dollars ($1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and

(c) Five hundred thousand dollars ($500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.

(d) Two hundred thousand dollars ($200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

10.2. The general liability insurance required in Section 10.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

10.3. Evidence of the insurance required in Section 10.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

10.4. Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

10.5. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 10.1 through 10.4:

(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 10.1.

(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 10.1.

10.6. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

11. NOTICES

11.1. Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Generation Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Producer:

Producer Name: _____

Address: _____

City: _____

Phone: ( ) _____

FAX: ( ) _____

11.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 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 Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.

12.2. Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

15.1. This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

15.2. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

15.3. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

15.4. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

BY:

	PACIFIC GAS AND ELECTRIC COMPANY
(Producer's Company Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Producer)

APPENDIX B

RULES "2" AND "21"

Note: PG&E's electric Rules "2" and "21" may be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction. PG&E's tariffs, including Rules "2" and "21" can be accessed via the PG&E website at **www.pge.com/tariffs**. Upon request, PG&E can provide copies to Producer of Rules "2" and "21.")

APPENDIX C (If Applicable)

RULE 21 "SPECIAL FACILITIES" AGREEMENT
(Formed between the Parties)

APPENDIX D

PRODUCER WARRANTY THAT IT MEETS THE REQUIREMENTS FOR AN ELIGIBLE RENEWABLE GENERATING FACILITY PURSUANT TO SECTION 2830 OF THE CALIFORNIA PUBLIC UTILITIES CODE

Identify the Type of Renewable Electrical Generation Facility:

❑ biomass	❑ geothermal	❑ municipal solid waste
❑ solar thermal	❑ fuel cell	❑ landfill gas
❑ small hydroelectric generation	❑ ocean wave	❑ digester gas
❑ ocean thermal	❑ tidal current	

RES-BCT Producer declares that its Generating Facility:

(1) meets the requirements of an "Eligible Renewable Generating Facility", as defined in Section 2830(a)(4) of the California Public Utilities Code and

(2) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.[1] (Eligibility Requirements).

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2830(a)(4) and Public Resource Code Section 25741 paragraph 1(a):

❑ If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Producer warrants that the fuel cell is powered solely with renewable fuel.

❑ If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electric Generation Facility:

❑ Eligible Producer warrants that the Renewable Generation Facility is powered solely with renewable fuel.

[1] The RPS Guidebooks can be found at: https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard

Eligible Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Producer and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Producer or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Producer shall promptly provide PG&E with Notice of such change pursuant to Section 12 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its sole discretion, that Eligible Producer or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Producer to provide evidence that Eligible Producer and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Producer to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that Eligible Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Producer again demonstrates to PG&E's reasonable satisfaction that Eligible Producer meets the requirements for an Eligible Customer–Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Producer of the Eligibility Status Change pursuant to Section 12 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Producer and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Producer for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Producer's representations that Eligible Producer and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the provisions of PG&E's Schedule RES-BCT.

Any amounts to be paid or refunded by Eligible Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Producer's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Producer Signature:_____

Name:_____

Title:_____

Date:_____

APPENDIX E

PRODUCER CERTIFICATION THAT IT MEETS THE DEFINITION OF A LOCAL GOVERNMENT, AS DEFINED IN PUBLIC UTILITIES SECTION 2830(A)

The Producer certifies that it is a Local Government that meets the definition of a "Local Government" as defined in Public Utilities code (PU) Section 2830 (a) (6) and, where applicable, PU Section 2830 (a) (3).

PU Code § 2830 (a) (6) reads as follows:

"Local government" means a city, county, whether general law or chartered, city and county, special district, school district, political subdivision, or other local public agency, but shall not mean a joint powers authority, the state or any agency or department of the state, other than an individual campus of the University of California or the California State University.

And a campus is defined in PU Code 2830 (a) (3) as:

"Campus" means an individual community college campus, individual California State University campus, or individual University of California campus.

In addition applicant certifies that all of the service agreements listed on the submitted Rule 21 Generation Interconnection Application are accounts for this same Local Government.

I am duly authorized to make this certification on behalf of the Local Government submitting this RES-BCT Application.

Name: _____

Title: _____

Authorized Signature: _____

Date _____

Electric Sample Form No. 79-1192 Sheet 1
Interconnection Agreement for Non-Export Storage Generating Facilities 500KW or Less

Please Refer to Attached
Sample Form

(Continued)

INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500KW or LESS

This *INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500kW or LESS* (Agreement) is entered into by and between _____, a _____, (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Non-Export Storage Generating Facility or Non-Export Alternating Current/Direct Current (AC/DC) Converter in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility or Non-Export AC/DC Converter (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). To be eligible for interconnection using this agreement, Producer's Non-Export Energy Storage Generating Facility or Non-Export AC/DC Converter interconnection must satisfy the Fast Track Process technical review requirements of Rule 21 Section F.2 and all of the following requirements must be met:

1.1 The Producer must meet all the eligibility criteria described in Rule 21, Section N.1 for the expedited storage interconnection process, including:

(a) Producer must have electronically submitted a completed Interconnection Request, including completing all application fields and submitting all supporting documentation necessary to facilitate the expedited review as required by Distribution Provider. Such documentation may include, but is not limited to, single line diagrams with specific details, manufacturer data sheets for proposed equipment, description of control systems, validation of the right to do business in the state, etc. PG&E shall clearly communicate these requirements as part of the application process. Producer shall select this process option in the Interconnection Request.

(b) Producer's Interconnection Request must be eligible for, and select, the Fast Track Process, as described in Rule 21.

(c) Producer's Interconnection Request must pass Fast Track Initial Review and not require any Interconnection Facilities, Distribution Upgrades or Network Upgrades to remain eligible under this Section. As such, Interconnection Requests that select the Cost Envelope Option are not eligible.

1.2 The Producer's Generating Facility (except for Non-Export AC/DC Converters which are addressed in Section 1.3) must meet and adhere to all of the following criteria, per Rule 21 Section N.2.

(a) The Generating Facility must be comprised solely of the following specific categories of generation technology: Non-Exporting battery storage

(b) The Generating Facility must have an aggregate maximum inverter nameplate rating of no

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

greater than 500 kW. There is no limitation on an energy storage device's kWh capacity rating.

(c) The Generating Facility must be located behind an existing single retail meter and Point of Common Coupling with a single, clearly marked and accessible disconnect. No other Generators, other than isolated back-up Generators, may be at the same Point of Interconnection or Point of Common Coupling.

(d) Generating Facility must utilize Option 3 (Certified Non-Islanding Protection) or Option 4 (Relative Generating Facility Rating) to meet the non-export protection requirements of Screen I in Section G.1.i.

(e) The Generating Facility must have a single or coordinated control system for all charging functions if utilizing multiple inverters. The control system must also ensure that there is no increase in the Interconnection Customer's existing peak load demand.

(f) The Generating Facility must utilize only inverter-based, UL 1741 and UL 1741 SA-listed equipment. Additionally, all installed equipment must meet Distribution Provider's current electric service requirements with no violations or variances.

1.3 The Producer's Non-Export AC/DC Converter must meet and adhere to all of the following criteria, per Rule 21 Section O.

(a) The Producers facilities must be comprised solely of the following specific categories of generation technology: an Non-Export AC/DC Converter as defined in Section C of Rule 21

(b) The Non-Export AC/DC Converter must have an aggregate maximum inverter nameplate rating of no greater than 500 kW. There is no limitation on an energy storage device's kWh capacity rating.

(c) The Non-Export AC/DC Converter must be located behind an existing single retail meter and Point of Common Coupling with a single, clearly marked and accessible disconnect. No other Generators, other than isolated back-up Generators, may be at the same Point of Interconnection or Point of Common Coupling.

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY OR Non-Export AC/DC CONVERTER

2.1. A description of the Generating Facility or Non-Export AC/DC Converter, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility or Non-Export AC/DC Converter and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2. Generating Facility identification number: _____ (Assigned by PG&E).

2.3. Producer's electric service account number: _____ (Assigned by PG&E).

2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility or Non-Export AC/DC Converter with PG&E's Distribution System:

Name: _____
Address: _____
City/Zip Code: _____

2.5. The Gross Nameplate Rating for the inverter of the Storage Generating Facility is: _____ kW (if applicable)

The Gross Nameplate Rating for Non-Export AC/DC Converter is: _____ kW (if applicable)

.

2.6. The Net Nameplate Rating of the Generating Facility is _____ kW.
(must be 500 kW or less) (not required for Non-Export AC/DC Converters)

2.7. The expected annual energy production of the Generating Facility or Non-Export AC/DC Converter is _____ kWh.

2.8. The Generating Facility's or Non-Export AC/DC Converter expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

3.1. This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

Appendix A-	Description of Generating Facility and Single-Line Diagram (Supplied by Producer).
Appendix B-	Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
Appendix C -	(Intentionally Left Blank)
Appendix D-	Operating Requirements for Energy Storage Device(s).

3.2. When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21, Section C.

4. TERM AND TERMINATION

4.1. This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility or Non-Export AC/DC Converter is interconnected to PG&E's Distribution System is closed or terminated.

(c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

4.2. Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility or Non-Export AC/DC Converter 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 or AC/DC Converter 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 or Non-Export AC/DC Converter's expected date of Initial Operation; or,

(d) Producer abandons the Generating Facility or Non-Export AC/DC Converter. PG&E shall deem the Generating Facility or Non-Export AC/DC Converter to be abandoned if PG&E determines, in its sole opinion, the Generating Facility or Non-Export AC/DC Converter 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 or Non-Export AC/DC Converter affirming Producer's intent and ability to continue to operate the Generating Facility or Non-Export AC/DC Converter.

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 OR Non-Export AC/DC CONVERTER, OPERATION AND CERTIFICATION REQUIREMENTS

5.1. The electric power produced by Producer's Generating Facility or Non-Export AC/DC Converter 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 Non-Export AC/DC Converter (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 or AC/DC Converter through Producer's circuits). Producer shall attempt in good faith to regulate the electric power output of Producer's Generating Facility or AC/DC Converter so as to prevent the flow of electric energy from the Generating Facility or Non-Export AC/DC Converter to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive,

purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility or AC/DC Converter.

5.2. Given that the Producer's Generating Facility or Non-Export AC/DC Converter includes energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix D of this Agreement.

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 or Non-Export AC/DC Converter.

6.2. Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.

6.3. If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

7. 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 or Non-Export AC/DC Converter 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 or Non-Export AC/DC Converter 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 or Non-Export AC/DC Converter 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 or AC/DC Converter is ten (10) kW or less and Producer's Generating Facility or Non-Export AC/DC Converter 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 or Non-Export AC/DC Converter is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.

8.4. Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

8.5. Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

8.6. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:

(a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.

(b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.

8.7. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance, if any, shall be made available to PG&E upon request.

9. NOTICES

9.1. Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: [Contact information to be supplied]

If to Producer: [Contact information to be supplied]

9.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.

9.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

10.1. PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or Non-Export AC/DC Converter 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 request6ed from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

13.1. This Agreement shall be interpreted, governed, and construed under the laws of the State

of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

13.2. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

13.3. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

13.4. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

13.5. In accordance with PG&E Advice Letter 4941-E-A, the provisions provided for in Rule 21 Section N and covered under this interconnection agreement are being implemented under a pilot approach with a July 1, 2017 through June 30, 2018 reporting period. As such, the provisions may be continued, modified and/or withdrawn as determined by the Commission.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

BY:

	PACIFIC GAS AND ELECTRIC COMPANY
(Producer's Company Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Producer)

APPENDIX B
RULES “2” AND “21”
(and any other Tariffs pertinent to the situation)
(Provided by PG&E)

(Note: PG&E’s tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.)

APPENDIX C

(Intentionally Left Blank)

APPENDIX D

(If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- ❑ Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
- ❑ Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand. 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.*

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)

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):

❑ Residential
❑ Commercial
❑ Industrial
❑ Non-Profit
❑ Educational
❑ Military
❑ Other Government

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) _____

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 _____

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

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

Pacific Gas and Electric Company

❑ **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):

	Primary	Secondary
❑ A-1 – Small General Service	❑	❑
❑ A-6 – Small General Time-of-Use Service	❑	❑
❑ A-10 – Medium General Demand-Metered Service	❑	❑
❑ A-10 – Medium General Time-of-Use Service	❑	❑
❑ B-1 – Small General Service	❑	❑
❑ B-6 – Small General Time-of-Use Service	❑	❑
❑ B-10 – Medium General Time -of-Use Service	❑	❑
❑ Other (_____)	❑	❑

Agricultural Power Service Rate: (Select one rate and rate option):

	A	B	C	D	E	F
❑ AG-1	❑	❑				
❑ AG-R[F] – Split-Week Time-of-Use	❑	❑		❑	❑	
❑ AG-V[F] – Short-Peak Time-of-Use	❑	❑		❑	❑	
❑ AG-4 – Time-of-Use	❑	❑	❑	❑	❑	❑
❑ AG-5 – Time of Use	❑	❑	❑	❑	❑	❑
❑ Other (_____)	❑	❑	❑	❑	❑	❑

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.

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

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[1] no later than March 31, 2018, or
(d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer replacing an "existing inverter" certifies it is being replaced with either:

(i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
(ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

[1]A complete application consists all of the following without deficiencies:
1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.

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], 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)

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):

❑ 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 _____

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

AGREEMENT AND CUSTOMER AUTHORIZATION
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C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer's behalf):

Company Name	Contact Person
Contact Phone Number	Email

❑ **By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit 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)*

*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.

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,

[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.

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.

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.

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 application[1] no later than March 31, 2018, or

(d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. 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.

[1]A complete application consists all of the following without deficiencies:
1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.

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. 79-1194 Sheet 1
Local Agency And District Customers On-Bill Financing Loan Agreement

Please Refer to Attached
Sample Form

(Continued)

LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned Local Agency or District customer ("**Customer**") has contracted for the provision of energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas & Electric Company (**"PG&E"**) shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("**Contractor**"), to provide the Work as described in the Application.

2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "**Adjustment**"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.

3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the Local Agency or District cited here with financing. The Customer has independently hired contractors ("Local Agency or District Contractors") to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the Local Agency or District Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to Local Agency or District Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the Local Agency or District Contractors against PG&E.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.

5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.

7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.

8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:

    a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.

    b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.

    c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.

    d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.

    e. Further payment details are set forth below.

9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.

10. The Loan Balance shall not bear interest.

11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the Customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action**.

14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. LOCAL AGENCY OR DISTRICT REQUIREMENT

    a. All Payment Obligations Subject to Appropriation

    The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electricity use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislative body belonging to the Local Agency or District cited in this loan agreement.

    b. No Lien or Encumbrance; Subordination:

    (1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

    (2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the Local Agency or District cited here or any other issuer of bonds on behalf of the Local Agency or District concerning the Related Facilities entered into in the past, the present or the future (the "Senior Security Documents"); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

16. Loan Particulars

This table is to be completed by PG&E

LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

Total Cost	Incentive	Customer Contribution (if applicable)	Loan Balance [1]	Monthly Payment	Term [2] (months)	Number of Payments
$	$	$	$	$		

Check Made Payable to Contractor□ or Customer □ *[customer to select payment method. Note that only one check can be issued]*

[1] The Loan Balance shall not exceed two-hundred fifty thousand dollars ($250,000) except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars ($250,000) but shall not exceed four million dollars ($4,000,000).

[2] The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

17. 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.

CUSTOMER DETAILS	**CONTRACTOR DETAILS**
Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
PG&E Account # / Service Agreement #	
Account Name, Customer	Name, Contractor
Service Address, Customer	Address, Contractor
Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
Signature of Authorized Representative of Customer	
Date	

ACCEPTED: Pacific Gas & Electric Company

PG&E On-Bill Financing Program Manager	Date

Address:
PG&E Integrated Processing Center
P.O. Box 7265
San Francisco, CA 94120-7265

Electric Sample Form No. 79-1195 Sheet 1

Eligible Low Income Development Virtual Net Energy Metering (NEMVMASH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less

Please Refer to Attached Sample Form

(Continued)

ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEMVMASH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

This *Eligible Low Income Development Virtual Net Energy Metering (NEMVMASH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less*, (Agreement) is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate solar electric generation for the Customer-Generator or designated agent of the Customer-Generator sized no larger than for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEMVMASH) but with a maximum total size of no larger than one MW or 1,000 kW (Renewable Electric Generation Facility) that is located at a Single Delivery Point[1] with other individually metered PG&E Benefitting Accounts the will be allocated the benefits of the Renewable Electric Generation Facility as described in NEMV, that meets all the applicability requirements in Schedule NEMV, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System

The purpose of this Agreement is to allow the Customer-Generator to interconnect solar electric generation with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEMVMASH. Customer-Generator has elected to interconnect and operate its solar electric Generation in parallel with PG&E's Electric System, to offset part or all of the Eligible Low Income Development's own electrical requirements at the affiliated service points. Customer-Generator shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

[1] Customer-owned line extensions that deliver power to other meters on the same property are not considered separate SDPs.

2.5 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

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 NEMV, NEM2V, NEMVMASH or NEM2VMSH Storage (if applicable)

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEMVMASH, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 17 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.

(c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

4.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

(c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,

(d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 5.

4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY REQUIREMENTS

5.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.

5.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.

5.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of:
(1) a completed *Rule 21 Generator Interconnection Application* (Form 79-1174-02), including all supporting documents and payments as described in the Application;
(2) a signed and completed *Eligible Low Income Development Virtual Net Energy Metering (NEMVMASH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less* (Form 79-1195); and
(3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility.
Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

5.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEMVMASH, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.

5.5 Customer-Generator certifies as a part of this interconnection request for NEMVMASH that

(i) a warranty of at least 10 years has been provided on all equipment and on its installation, or

(ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

5.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

5.7 For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer Generator inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at http://www.gosolarcalifornia.org/equipment/inverters.php.)

Verification of inverter model's compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,

(c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application[2] 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
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.

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.

6. INTERCONNECTION FACILITIES

6.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.

6.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.

6.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in Section 5 and provide the following for insurance policies in place.

To the extent that Customer-Generator has currently in force property insurance and commercial general liability or personal liability insurance, Customer-Generator agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Customer-Generator meets the requirements of this section, Customer-Generator shall not be required to purchase any additional liability insurance.

❑ I have insurance. I hereby certify that there is presently insurance coverage in the amount of

$_____ for the Schedule NEMVMASH Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

❑ I do not have insurance. I hereby certify that there is presently $0 (zero) dollars of insurance for the Schedule NEMVMASH Generating Facility location.

9. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

9.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 9.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

10. NOTICES

10.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E:

Pacific Gas and Electric Company
Attention: Electric Generation Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: _____

Address: _____

City: _____

Phone: ( ) _____

FAX: ( ) _____

10.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 10.1.

10.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

11. REVIEW OF RECORDS AND DATA

11.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

11.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

12. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

13. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

14.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

14.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

15. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

16. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

17. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

	PACIFIC GAS AND ELECTRIC COMPANY
(Customer Generator's Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

APPENDIX A
DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)

APPENDIX B (If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527) (Formed between the Parties)

APPENDIX C (If Applicable)
NEMV, NEM2V, NEMVMASH or NEM2VMSH Storage

Applicants adding storage pursuant to Schedules NEMV, NEM2V, NEMVMASH, or NEM2VMSH under the Special Condition for storage must include proper documentation per PG&E's Distribution Interconnection Handbook (DIH).

Electric Sample Form No. 79-1196 Sheet 1

Virtual Net Energy Metering (NEMV) Interconnection Agreement
for Solar (PV) or Wind Generation Totaling 1 MW or Less

Please Refer to Attached
Sample Form

(Continued)

VIRTUAL NET ENERGY METERING (NEMV) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

This *Virtual Net Energy Metering (NEMV) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less*, (Agreement) is entered into by and between _____ _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a multi-tenant or multi-meter Eligible NEMV installation on a single Premises, as defined in Electric Rule 1 for the Customer-Generator or designated agent of the Customer-Generator who interconnects a single solar photovoltaic and/or wind generating facility (Renewable Electric Generation Facility) sized no larger than 1 MW for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEMV) of the past year that is on a single Premises, as defined in Electric Rule 1 [1] with other individually metered PG&E Benefitting Accounts that will be allocated the benefits of the Renewable Electric Generation Facility as described in NEMV, that meets all the applicability requirements in Schedule NEMV, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Electric System.

The purpose of this Agreement is to allow the Customer-Generator to interconnect the Renewable Electric Generation Facility with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEMV. Customer-Generator has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Electric System, primarily to offset part or all of the NEMV Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service. Customer-Generator shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Generating Facility's expected date of Initial Operation is _____

The expected date of Initial Operation shall be within two years of the date of this Agreement.

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.

[1] From Electric Rule2, a PREMISES is defined as all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served.

Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).

Appendix B A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work (62-4527*), if applicable (Formed by the Parties).

Appendix C Customer-Generator Affidavit Warranting That NEMV Arrangement Is Sized to Load.

Appendix D NEMV Storage (if applicable) - Applicants adding storage pursuant to Schedules NEMV, NEM2V, NEMVMASH, and NEM2VMSH under the Special Condition for storage must include proper documentation per PG&E's Distribution Interconnection Handbook (DIH).

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEMV, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 17 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.

(c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

4.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

(c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,

(d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 5.

4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY REQUIREMENTS

5.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.

5.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.

5.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of:
(1) a completed *Rule 21 Generator Interconnection Application* (Form 79-1174-02), including all supporting documents and payments as described in the Application;
(2) a signed and completed *Virtual Net Energy Metering (NEMV) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less* (Form 79-1196); and
(3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility.
Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

5.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEMV, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.

5.5 Customer-Generator certifies as a part of this interconnection request for NEMV that

(i) a warranty of at least 10 years has been provided on all equipment and on its installation, or

(ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

5.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

5.7 For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings <u>and default settings</u>, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at http://www.gosolarcalifornia.org/equipment/inverters.php.)

Verification of inverter model's compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,

(c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application[2] 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.

6. INTERCONNECTION FACILITIES

6.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.

6.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.

6.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design,

[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.

installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in Section 5 and provide the following for insurance policies in place.

To the extent that Customer-Generator has currently in force property insurance and commercial general liability or personal liability insurance, Customer-Generator agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Customer-Generator meets the requirements of this section, Customer-Generator shall not be required to purchase any additional liability insurance.

❑ I have insurance. I hereby certify that there is presently insurance coverage in the amount of $_____ for the Schedule NEMV Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

❑ I do not have insurance. I hereby certify that there is presently $0 (zero) dollars of insurance for the Schedule NEMV Generating Facility location.

9. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

9.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 9.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

10. NOTICES

10.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E:

Pacific Gas and Electric Company
Attention: Electric Generation Interconnection - Contract Management

245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX: (_____) _____

10.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 10.1.

10.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

11. REVIEW OF RECORDS AND DATA

11.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

11.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

12. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

13. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

14.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

14.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

15. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

16. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

17. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

	PACIFIC GAS AND ELECTRIC COMPANY
(Customer Generator's Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)

APPENDIX B (If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of Special Facilities (Forms 79- 255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527) (Formed between the Parties)

APPENDIX C

CUSTOMER-GENERATOR AFFIDAVIT WARRANTING THAT NEMV ARRANGEMENT IS SIZED TO LOAD

In accordance with Schedule NEMV, I, Customer-Generator warrant that:

1) the Generator Account associated with this NEMV agreement is sized to offset no more than part or all of the annual usage (kWh) requirements of all the Benefitting Accounts included in this NEMV Arrangement, and

2) the Eligible Allocation Percentage established for each Benefitting Account is sized to offset no more than part or all or the annual usage (kWh) requirement for that specific Benefitting Account.

Service Address of Generator: _____

_____

_____	_____
Customer Generator's Name	*Signature*
_____	_____
Date	*Type/Print Name*
	_____
	Title

APPENDIX D (If Applicable)
NEMV Storage

Applicants adding storage pursuant to Schedules NEMV, NEM2V, NEMVMASH, or NEM2VMSH under the Special Condition for storage must include proper documentation per PG&E's Distribution Interconnection Handbook (DIH).

Electric Sample Form No. 79-1197 Sheet 1

Local Government Renewable Energy Self-Generation
Bill Credit Transfer (RES-BCT) Re-Allocation Request

Please Refer to Attached (N)
Sample Form (N)

(Continued)

LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) RE-ALLOCATION REQUEST

This LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) REALLOCATION REQUEST allows for a Local Government to request changes to their existing RES-BCT Arrangement in accordance with Rate Schedule RES-BCT. Account reallocation may not occur more frequently than once per year and upon providing PG&E with a minimum of 60 days' notice. Once complete, please submit this form to the Local Government's assigned PG&E Customer Care Representative.

Complete the information below:

Date	
Local Government Name	
Contact Name	
Contact Title	
Contact Phone	
Contact Email	
Address	
City, State, Zip Code	

#	**Account Type** ***(Required)***			**Account Address** ***(Required)***	**PG&E Service Agreement Number** ***(Required)***	**Otherwise Applicable Rate Schedule** ***(Required)***	**Bill Credit Allocation Percentage** (to the nearest whole percentage) ***(Required)***
	Generator Account	Benefiting Account	Designated Account Check *only one* account Must not be a generator account				
1	❑	❑	❑				
2	❑	❑	❑				
3	❑	❑	❑				
4	❑	❑	❑				

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

5	❑	❑	❑				
6	❑	❑	❑				
7	❑	❑	❑				
8	❑	❑	❑				
9	❑	❑	❑				
10	❑	❑	❑				
11	❑	❑	❑				
12	❑	❑	❑				
13	❑	❑	❑				
14	❑	❑	❑				
15	❑	❑	❑				

Note 1) There must be no more than 50 Benefiting Accounts in an Arrangement.

Note 2) For each row:

- **Account Type** - check the one box corresponding to the type of account (that is, Generating or Benefiting Account). There must be at least one Generating Account and one Benefiting Account listed. Every row (account) should have one and only one of these 2 boxes checked. *(Required).* A Rule 21 Application and Interconnection Agreement as described in Section A of the RES-BCT Application will need to be submitted for the Generating Facility at each Generating Account listed below. In the "Designated Account…" column, designate the ONE account to which PG&E should apply any remaining true-up credit as described in the RES-BCT Special Condition 2(h). It may not be the generator account.
- **Account Address -** Provide an address, including unit number, for all Accounts. *(Required)*
- **PG&E Service Agreement Number -** Enter the PG&E Service Agreement number for all accounts. *(Required)*
- **Otherwise Applicable Rate Schedule** – Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for all accounts. All account must take service on a time-of-use rate schedule. *(Required)*
- **Bill Credit Allocation Percentage –** For each Generating and Benefiting Account listed, enter the Bill Credit Allocation Percentage to the nearest whole percentage. The total of all Bill Credit Allocation Percentages must equal 100%.

If any additional Bill Credit pursuant to RES-BCT Special Condition 2 (c),(d) and (g) remains, PG&E will review the true up bills for the Generating Account and Benefiting Accounts to determine if any charges for the generation component of the energy charge remain to be credited. If yes, PG&E will apply the remaining Bill Credit to the Designated Account. Local Governments are encouraged to not allocate more Bill Credit to an account than will be used annually.

Electric Sample Form No. 79-1198-02 Sheet 1
Interconnection Agreement for Net Energy Metering (NEM2) and
Renewable Electrical Generating Facility Sized Greater than 1,000 kW

Please Refer to Attached
Sample Form

(Continued)

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).

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

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 application[2] no later than March 31, 2018, or

[2] A complete application consists all of the following without deficiencies:
1. A completed Interconnection Application including all supporting documents and required

(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)

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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.

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,

(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.

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

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

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

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

not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

17. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

	PACIFIC GAS AND ELECTRIC COMPANY
(Customer Generator's Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

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.

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.

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. .

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.

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.

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.

ATTACHMENT C

Expected Date of Initial Operation

Expected Date of Initial Operation: _____

For the Interconnection Customer _____ Date _____

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).

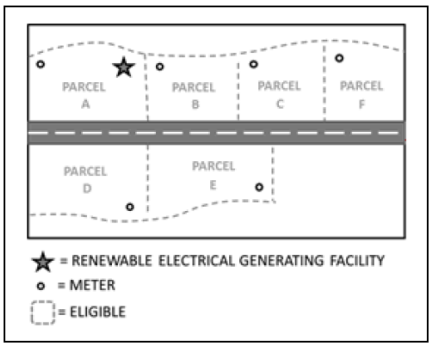
ATTACHMENT E

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
2. Each of the aggregated account meters associated with this NEM2 generator account are located either:
   a. on the property where the renewable electrical generation facility is located, or
   b. are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.

   For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)



3. PG&E reserves the right to request a parcel map to confirm the property meets the requirements of item 2 above; and
4. Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Attachment and Declaration form; and
5. Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name	*Signature*
Date	*Type/Print Name*
	Title

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: NEM2:	_____kW _____kW	Digester gas	NEM1: NEM2:	_____kW _____kW
Solar thermal	NEM1: NEM2:	_____kW _____kW	Municipal solid waste	NEM1: NEM2:	_____kW _____kW
Photovoltaic	NEM1: NEM2:	_____kW _____kW	Landfill gas	NEM1: NEM2:	_____kW _____kW
Wind	NEM1: NEM2:	_____kW _____kW	Ocean wave	NEM1: NEM2:	_____kW _____kW
Geothermal	NEM1: NEM2:	_____kW _____kW	Ocean thermal	NEM1: NEM2:	_____kW _____kW
Fuel cell	NEM1: NEM2:	_____kW _____kW	Tidal current	NEM1: NEM2:	_____kW _____kW
Small hydroelectric generation	NEM1: NEM2:	_____kW _____kW	Storage/Batteries (NEM eligible only) _____amp hours _____ inverter kW	NEM1: NEM2:	_____kW _____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: NEM2:	_____kW _____kW	Digester gas	NEM1: NEM2:	_____kW _____kW
Solar thermal	NEM1: NEM2:	_____kW _____kW	Municipal solid waste	NEM1: NEM2:	_____kW _____kW
Photovoltaic	NEM1: NEM2:	_____kW _____kW	Landfill gas	NEM1: NEM2:	_____kW _____kW
Wind	NEM1: NEM2:	_____kW _____kW	Ocean wave	NEM1: NEM2:	_____kW _____kW
Geothermal	NEM1: NEM2:	_____kW _____kW	Ocean thermal	NEM1: NEM2:	_____kW _____kW
Fuel cell	NEM1: NEM2:	_____kW _____kW	Tidal current	NEM1: NEM2:	_____kW _____kW
Small hydroelectric generation	NEM1: NEM2:	_____kW _____kW	Storage/Batteries (NEM eligible only) _____amp hours _____ inverter kW	NEM1: NEM2:	_____kW _____kW

1.3.2. Non-Eligible Generator(s): _____kW

1.3.3. Total Net Nameplate Rating of the Generating Facility: _____ 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: NEM2:	_____kW _____kW	Digester gas	NEM1: NEM2:	_____kW _____kW
Solar thermal	NEM1: NEM2:	_____kW _____kW	Municipal solid waste	NEM1: NEM2:	_____kW _____kW
Photovoltaic	NEM1: NEM2:	_____kW _____kW	Landfill gas	NEM1: NEM2:	_____kW _____kW
Wind	NEM1: NEM2:	_____kW _____kW	Ocean wave	NEM1: NEM2:	_____kW _____kW
Geothermal	NEM1: NEM2:	_____kW _____kW	Ocean thermal	NEM1: NEM2:	_____kW _____kW
Fuel cell	NEM1: NEM2:	_____kW _____kW	Tidal current	NEM1: NEM2:	_____kW _____kW
Small hydroelectric generation	NEM1: NEM2:	_____kW _____kW	Storage/Batteries (NEM eligible only) _____amp hours _____ inverter kW	NEM1: NEM2:	_____kW _____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

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.

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.

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:

☐ biomass	☐ geothermal	☐ municipal solid waste
☐ solar thermal	☐ fuel cell	☐ landfill gas
☐ small hydroelectric generation	☐ ocean wave	☐ digester gas
☐ ocean thermal	☐ tidal current	☐ Storage/Batteries _____amp hours _____inverter kWh

NEM2 Customer-Generator (Customer) declares that:

(1) It meets the requirements to be an "Eligible Customer-Generator" and 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

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):

☐ If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.

☐ If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electrical Generation Facility:

☐ Eligible Customer-Generator warrants that the Renewable Electrical Generation Facility is powered solely with renewable fuel.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its reasonable discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence, that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 20 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements – PG&E will provide a minimum of 10 business days notice to the Eligible Customer-Generator should PG&E decide an inspection is required. If PG&E determines in its reasonable judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer–Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM2 Net Energy Metering Service for Eligible Customer-Generators.

Any amounts to be paid or refunded by Eligible Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Customer-Generator's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

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.

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 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 No. 79-1199 Sheet 1
Agreement and Customer Authorization
Non-Export Standalone Energy Storage of 30 Kilowatts or Less

Please Refer to Attached (N)
Sample Form (N)

(Continued)

AGREEMENT AND CUSTOMER AUTHORIZATION
Non-Export Stand-Alone Energy Storage of 30 Kilowatts or Less

1. SCOPE AND PURPOSE

The purpose of this *Non-Export Stand-Alone Energy Storage of 30 Kilowatts or Less Agreement* (Agreement) is to allow the Customer identified below to interconnect and operate a Non-Export Energy Storage Generating Facility (Generating Facility) in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System. Customer has elected to interconnect and operate its Generating Facility to serve the electrical loads connected to the electric service agreement ID identified below. 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).

2. CUSTOMER AND GENERATING FACILITY

a. 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'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 Customer as Appendix A).

b. Generating Facility identification number: _____ (Assigned by PG&E).

c. Customer's electric service agreement ID number: _____ (Assigned by PG&E).

d. Customer 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: _____

e. The Gross Nameplate Rating of the inverter connected to the Generating Facility is: _____ kW.

f. The Net Nameplate Rating of the Generating Facility is _____ kW.

g. The expected annual energy production of the Generating Facility is _____ kWh.

3. DOCUMENTS INCLUDED; DEFINED TERMS

a. 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 Customer).

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 - Operating Requirements for Energy Storage Device(s).

b. 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. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

a. The electric power produced by Customer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Customer's Generating Facility. Customer shall attempt in good faith to regulate the electric power output of Customer's Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Customer's Generating Facility.

b. Distribution Provider may provide requirements that must be met by the Customer 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 C of this Agreement.

5. AUTHORIZED CONTACT INFORMATION

This section is 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.**

6. 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.

7. 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.

8. SAFE OPERATION OF 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. STALE AGREEMENT

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 interconnect their energy storage Generating Facility.

15. SMART INVERTERS

15.1 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 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 inverter model's 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.

AGREEMENT AND CUSTOMER AUTHORIZATION
Non-Export Stand-Alone Energy Storage of 30 Kilowatts or Less

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THIS ENTIRE DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY.

THIS FORM MUST BE SIGNED BY AN EXISTING PG&E CUSTOMER.

Under Pacific Gas and Electric Company's (PG&E's) privacy policies, which can be found at [www.pge.com/about/company/privacy/customer], PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

1) **The information provided in this Agreement is true and correct.**

2) **By completing the fields and checking the box in Section 4, 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 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 Rule 21 requirements.

APPENDIX A

DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM

(Provided by Customer)

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 Customer of Rules "2" and "21.")

APPENDIX C (If Applicable)

RULE 21 "SPECIAL FACILITIES" AGREEMENT
(Formed between the Parties)

APPENDIX D

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- ❑ Customer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
- ❑ Customer'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 Customer'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, Customer 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. Customer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Customer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Customer 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. Customer 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. 79-1200
Rule 21 Generator Interconnection
Agreement for Exporting Generating Facilities

Please Refer to Attached
Sample Form

(Continued)

RULE 21

GENERATOR INTERCONNECTION AGREEMENT

FOR

EXPORTING GENERATING FACILITIES

BETWEEN

PACIFIC GAS AND ELECTRIC COMPANY

AND

[CUSTOMER NAME]

FOR PROJECT:

[Project Name]

[City, State Zip]

[PG&E Log I.D]

[Queue# XXXX-RD]

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

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Attachment 6 – Distribution Provider's Description of its Upgrades and Cost Responsibility

This Interconnection Agreement ("Agreement" or "GIA") is made and entered into this _____ day of _____, 20__, by _____ ("Distribution Provider"), and _____ ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Distribution Provider Information

[Contact information to be supplied]

Interconnection Customer Information

[Contact information to be supplied]

Interconnection Customer Application No: _____

WHEREAS, Interconnection Customer proposes to interconnect to the Distribution System;

WHEREAS, the basis for the Parties entering into this Agreement is that Interconnection Customer is a Qualifying Facility ("QF") and will sell all of its exports to the grid to the Distribution Provider under a power purchase agreement ("PPA") entered into pursuant to the Public Utility Regulatory Policies Act of 1978 ("PURPA"); or

WHEREAS, the basis for the Parties entering into this Agreement is:

_____

(Insert Description or N/A)

THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1. Applicability

This Agreement shall be used for an interconnection governed by the Distribution Provider's California Public Utilities Commission-("CPUC") approved Electric Rule 21 ("Rule 21") of a Generating Facility that sells all of its exports to the grid to the Distribution Provider. This Agreement is not applicable to NEM Producers, Non-Export Producers and non-compensated exporting Producers.

1.2. Purpose

This Agreement incorporates in its entirety the Distribution Provider's California Public Utilities Commission ("CPUC") approved Electric Rule 21 ("Rule 21"), subject to any modifications the CPUC may direct in the exercise of its jurisdiction. This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, the Distribution Provider's Distribution System. In the event of inconsistency between this Agreement and the terms of Rule 21, the provisions of the latter shall control.

1.3. No Agreement to Purchase of Deliver Power

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity.

1.4. Limitations

Nothing in this Agreement is intended to affect any other agreement between the Distribution Provider and the Interconnection Customer.

1.5. Responsibilities of the Parties

1.5.1. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2. The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3. The Distribution Provider shall construct, operate, and maintain its Distribution System, Transmission System, Interconnection Facilities, Distribution Upgrades and Network Upgrades in accordance with this Agreement, and with Good Utility Practice.

1.5.4. The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Distribution Provider and any Affected Systems. The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

1.5.5. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Distribution Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Distribution Provider's Transmission System, Distribution System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.5.6. The Distribution Provider shall coordinate with Affected Systems to support the interconnection.

1.5.7. The Interconnection Customer shall maintain QF status during the term of this Agreement.

1.6. Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable balancing authority area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in Rule 21 or by the applicable system operator(s) for the Distribution Provider's Distribution System and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7. Metering

The Interconnection Customer shall be responsible for the Distribution Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements. Nothing in this provision replaces or alters the metering requirements in the Interconnection Customer's PPA.

1.8. Reactive Power

1.8.1. The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and the Generating Facility shall be capable of operating within a power factor range of 0.9 leading to 0.9 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider's Distribution System.

1.9. Capitalized Terms

Capitalized Terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

1.10. Smart Inverters

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 Interconnection Customer's inverter. Interconnection Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Interconnection Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Interconnection Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Smart inverter models and firmware versions that comply with Rule 21 Section Hh can be found at http://www.gosolarcalifornia.org/equipment/inverters.php.)

Verification of compliance with such requirements shall be provided by the Interconnection Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that meets one or more of the following conditions:

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Interconnection Customer has submitted the interconnection application prior to September 9, 2017,

(c) the Interconnection Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application[1] no later than March 31, 2018, or

(d) the Interconnection Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Interconnection Customer replacing an "existing inverter" certifies it is being replaced with either:

(i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or

(ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1. Equipment Testing and Inspection

2.1.1. Pursuant to Rule 21, the Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to

[1] A complete application consists all of the following without deficiencies:
1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Interconnection Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.

interconnection. The Interconnection Customer shall notify the Distribution Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Distribution Provider may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Distribution Provider a written test report when such testing and inspection is completed.

2.1.2. The Distribution Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Distribution Provider of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2. Authorization Required Prior to Parallel Operation

2.2.1. The Distribution Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Distribution Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Distribution Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2. The Interconnection Customer shall not operate its Generating Facility in parallel with the Distribution Provider's Distribution System without prior written authorization of the Distribution Provider. The Distribution Provider will provide such authorization once the Distribution Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3. Right of Access

2.3.1. Upon reasonable notice, the Distribution Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first operates in parallel to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three (3) Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Distribution Provider at least five (5) Business Days prior to conducting any on-site verification testing of the Generating Facility.

2.3.2. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Distribution Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3. Costs associated with this Article are subject to the relevant provisions of Rule 21.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1. Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2. Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of _____ years from the Effective Date or such other longer period as the Parties may agree and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3. Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1. 1The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider twenty (20) Business Days written notice.

3.3.2. Either Party may terminate this Agreement after Default pursuant to article 7.6.

3.3.3. In addition, if the basis for Rule 21 applicability for this interconnection is based on the Interconnection Customer maintaining QF status and selling all its exports to the grid to Distribution Provider under a PURPA PPA, then this provision applies and Distribution Provider may terminate this Agreement if Interconnection Customer fails to maintain its QF status for the term of this Agreement or upon termination of Interconnection Customer's PURPA PPA.

3.3.3.1. If Section 3.3.3 applies, Interconnection Customer is responsible for maintaining QF status and must notify Distribution Provider sixty (60) Calendar Days in advance of Interconnection Customer failing to maintain its QF status, selling to a third-party, or termination of its PURPA PPA. If Interconnection Customer fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the California Independent System Operator Corporation ("CAISO"), including penalties and charges incurred by the Distribution Provider, as a result of this failure to notify the Distribution Provider.

3.3.3.2. If Interconnection Customer is no longer eligible for a Rule 21 interconnection, then Distribution Provider may terminate this Agreement.

3.3.4. Upon termination of this Agreement, the Generating Facility will be disconnected from the Distribution Provider's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.

3.3.5. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.6. The provisions of this article shall survive termination or expiration of this Agreement.

3.3.7. If the Generating Facility no longer falls within the scope and description provided in Section 1.1 of this Agreement, this Agreement is terminated.

3.4. Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1. Emergency Conditions

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the Distribution Provider's Interconnection Facilities or any Affected Systems(s); or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Distribution Provider may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Distribution Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the Distribution Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Distribution Provider's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2. Routine Maintenance, Construction, and Repair

The Distribution Provider may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Distribution Provider's Distribution System when necessary for routine maintenance, construction, and repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Distribution Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3. Forced Outages

During any forced outage, the Distribution Provider may suspend interconnection service to effect immediate repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Distribution Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4. Adverse Operating Effects

The Distribution Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Distribution Provider's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Distribution Provider may disconnect the Generating Facility. The Distribution Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5. Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Distribution Provider before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Distribution System and/or the Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Distribution Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.4.6. Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Distribution Provider's Distribution System and/or Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1. Interconnection Facilities

4.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such

facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

4.1.2. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.

4.2. Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1. Applicability

No portion of this Article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2. Network Upgrades

The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 5.2.1 directs otherwise.

5.2.1. Repayment of Amounts Advanced for Network Upgrades

To the extent that the CAISO Tariff, currently Section 12.3.2 of Appendix Y, provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of

transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

5.2.1.1. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 5.2.1, the Interconnection Customer, the Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

5.2.1.2. If the Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 5.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

5.3. [Intentionally Omitted]

5.4. Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1. Billing and Payment Procedures and Final Accounting

6.1.1. The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs, including any applicable taxes, of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2. Within twelve months of completing the construction and installation of the Distribution Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Distribution Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Distribution Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Distribution Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Distribution Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Distribution Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2. Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably

withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3. Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Distribution Provider's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Distribution Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Distribution Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Distribution Provider's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Distribution Provider under this Agreement during its term. In addition:

6.3.1. The guarantee must be made by an entity that meets the creditworthiness requirements of the Distribution Provider and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

6.3.2. The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Distribution Provider and must specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Uncontrollable Force, Consequential Damages, and Default

7.1. Assignment

This Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice and opportunity to object by the other Party; provided that:

7.1.1. Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Distribution Provider of any such assignment;

7.1.2. The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Distribution Provider of any such assignment.

7.1.3. Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2. Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3. Indemnity

7.3.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3. If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4. If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified

person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

7.4. Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5. Uncontrollable Force

7.5.1. As used in this article, an Uncontrollable Force Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force Event does not include an act of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force."

7.5.2. If an Uncontrollable Force Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Uncontrollable Force Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Uncontrollable Force Event. The notification must specify in reasonable detail the circumstances of the Uncontrollable Force Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Uncontrollable Force Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the

Uncontrollable Force Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6. Default

7.6.1. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2. If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

8.1. General Liability and Additional Insurance

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in California. Certification that such insurance is in effect shall be provided upon request of the Distribution Provider, except that the Interconnection Customer shall show proof of insurance to the Distribution Provider no later than ten (10) Business Days prior to the anticipated Parallel Operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2. Maintenance of Insurance

The Distribution Provider agrees to maintain general liability insurance or self-insurance consistent with the Distribution Provider's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Distribution Provider's liabilities undertaken pursuant to this Agreement.

8.3. Notification

The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

9.1. Definition of Confidential Information

The confidentiality provisions applicable to this Agreement are set forth in Section D.7, Confidentiality of Rule 21 and in the following provisions included in this Article.

9.1.1. Release of Confidential Information

Neither Party shall release or disclose Confidential Information to any other person, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Article and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article.

9.1.2. Rights

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

9.1.3. No Warranties

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

9.1.4. Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination; however, in no case shall a Party use less than reasonable care in protecting Confidential Information. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

9.1.5. Order of Disclosure

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

9.1.6. Remedies

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party,

however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article.

Article 10. Disputes

10.1. Dispute Resolution

Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

Article 11. Taxes

11.1. Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

11.2. Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax-exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations,

or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4. Waiver

12.4.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5. Entire Agreement

This Agreement, including all Attachments, and any incorporated tariffs or Rules, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

12.7. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8. Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be

deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9. Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12. CPUC Modification

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

12.13. Review of Records and Data

12.13.1. The Distribution Provider shall have the right to review and obtain copies of Interconnection Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnection Customer's Generating Facility or its interconnection with Distribution Provider's Distribution System.

12.13.2. The Interconnection Customer authorizes the Distribution Provider to release to the California Energy Commission ("CEC"), the CAISO, and/or the CPUC information regarding the Generating Facility, including the Interconnection Customer's name and location, and the size, location and operational characteristics of the Generating Facility, as requested from time to time pursuant to the CEC's, CAISO's, or CPUC's rules and regulations.

Article 13. Notices

13.1. General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national currier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:
[Contact information to be supplied]

If to the Distribution Provider:
[Contact information to be supplied]

13.2. Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer:
[Contact information to be supplied]

Distribution Provider
[Contact information to be supplied]

13.3. Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:
[Contact information to be supplied]

If to the Distribution Provider:
[Contact information to be supplied]

13.4. Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:
[Contact information to be supplied]

Distribution Provider's Operating Representative:
[Contact information to be supplied]

13.5. Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

(Interconnection Customer Name)	*(Distribution Provider Name)*
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

Glossary of Terms

Affected System - An electric system other than the Distribution Provider's Distribution System that may be affected by the proposed interconnection, including but not limited to the Transmission System.

Applicable Laws and Regulations - All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day - Monday through Friday, excluding Federal and State Holidays.

Contact Information – Contact information will include the name of business, contact name, business address including city, state and zip, phone number, e-mail address, and any other pertinent information that may be required to communicate with the Parties.

Default - The failure of a breaching Party to cure its breach under the Agreement.

Distribution Owner - The entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Agreement to the extent necessary.

Distribution Provider - The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity and provides distribution service to the Interconnection Customer. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

Distribution System - Those non-CAISO transmission and distribution facilities, owned, controlled and operated by the Distribution Provider that are used to provide distribution service, which facilities and equipment are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades - The additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility. Distribution Upgrades do not include Interconnection Facilities.

Generating Facility -The Interconnection Customer's device for the production or storage of electricity identified in Attachment 2 of the Agreement but shall not include the Interconnection Customer's Interconnection Facilities.

Good Utility Practice - Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a

reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority - Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Distribution Provider, or any Affiliate thereof.

Interconnection Customer - Any entity, including the Distribution Provider, Distribution Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Distribution Provider's Distribution System. The definition of “Interconnection Customer” in this Agreement is intended to be identical to and used interchangeably with the definition of “Producer” in Rule 21.

Interconnection Facilities - The Distribution Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Handbook - A handbook, developed by the Distribution Provider and posted on the Distribution Provider’s website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Provider’s Interconnection Handbook, the terms in this Agreement shall govern.

Network Upgrades - Additions, modifications, and upgrades to the Distribution Provider's Transmission System required at or beyond the point at which the Distribution System connects to the Distribution Provider’s Transmission System to accommodate the interconnection of the Generating Facility to the Distribution Provider’s Distribution System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements - Any operating and technical requirements that may be applicable due to Regional Transmission Organization, the CAISO, balancing authority area, or the Distribution Provider's requirements, including those set forth in the Agreement.

Party or Parties - The Distribution Provider, Distribution Owner, Interconnection Customer, Producer or any combination of the above.

Point of Interconnection - The point where the Interconnection Facilities connect with the Distribution Provider's Distribution System.

Reasonable Efforts - With respect to an action required to be attempted or taken by a Party under the Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Transmission System - Those facilities owned by the Distribution Provider that have been placed under the CAISO's operational control and are part of the CAISO Grid.

Upgrades - The required additions and modifications to the Distribution Provider's Distribution System and Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Description and Costs of the Generating Facility, Interconnection Facilities and Metering Equipment

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

One-line Diagram Depicting the Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES — ATTACHMENT D —

Attachment D

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

	Milestones	Date	Responsible Party
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

Agreed to by:

For the Distribution Provider_____ Date_____

For the Distribution Owner (If Applicable)_____ Date_____

For the Interconnection Customer_____ Date_____

Additional Operating Requirements for the Distribution Provider's Distribution System and Affected Systems Needed to Support the Interconnection Customer's Needs

The Distribution Provider shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Distribution Provider's Distribution System.

Distribution Provider's Description of its Upgrades and Cost Responsibility

The Distribution Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.

Electric Sample Form No. 79-1204
Pilot Pedestal Program Application

Sheet 1

Please Refer to Attached
Sample Form

(Continued)

PILOT PEDESTAL PROGRAM APPLICATION FORM 79-1204

_____ (Customer Name), AN INDIVIDUAL (Applicant) has requested **PACIFIC GAS AND ELECTRIC COMPANY (PG&E),** a California corporation to perform the tariff schedule related work as located and described in paragraph 11 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials, and related facilities required therefore, subject to the following conditions:

1. Participation in the PG&E pilot pedestal program is limited to the following residential customers:

    a. Property owner is requesting temporary service for a property that was impacted by the Camp Fire and is located in a residential area where PG&E plans to underground services.

    b. Service can be fulfilled with a 125 amp service pedestal.

    c. Temporary service is requested before PG&E completes planned undergrounding of distribution assets in the area where the property is located.

2. Whenever part or all the requested work is to be furnished or performed upon property other than that specified in the Application, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to PG&E.

3. Applicant shall be responsible to pay all taxes applicable to receiving the asset and service provided through this contract.

4. Property owner must file an application for temporary service with PG&E that qualifies for a fee waiver due to a disaster under PG&E's Electric Rule 13. In order to properly track this request, the property owner cannot receive this free asset and service if they have another party (i.e. contractor) apply for service on their behalf.

5. PG&E shall not incur any expenses associated with the removal or retirement of the assets provided in this contract after installation is complete. Exceptions are when the customer changes to permanent service. At the time permanent service is installed PG&E will disconnect the service pedestal on behalf of the customer and leave the service pedestal on the property. Customer retains ownership of the pedestal and any connections made to the pedestal. If the customer does not switch to permanent service, PG&E is not responsible for removal of the service pedestal.

---

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

6. Applicant will own, operate, and maintain all assets provided in this contract at the location where PG&E terminates the cable at the meter pedestal termination facilities. Ownership transfers to the applicant at the time the electric meter is first energized. The applicant shall pay the costs of the repair or replacement of any part of the work which develops defects after the manufacturer's warranty period.

7. When customer is ready for permanent service, the customer must file an application for permanent service with PG&E. When the PG&E crews arrive to install the permanent service, PG&E will disconnect the temporary service pedestal from service. The customer will remain the owner of the pedestal and be responsible for disposing of it.

8. The location and requested work are described as follows: PG&E and licensed contractors retained by PG&E will install a temporary electric service pedestal at the location on the property where the existing gas stub (for properties that previously were served with gas) entered the property. Pedestals will be set a minimum of 10' into property and maximum footage of 20' unless PG&E agrees otherwise in writing at PG&E's sole discretion. Pedestals are supplied by PG&E and will be installed to manufacturer's specifications with no external connections. Several plugs are available, any additional circuits required must be installed by the Applicant's electrician.

9. The Pilot Pedestal Program will come to an end once the planned underground construction is complete in all residential neighborhoods impacted by the Camp Fire neighborhoods. PG&E may also suspend or terminate the pilot program at any time to evaluate the pilot program. Once the pilot program is suspended or terminated, current rules governing temporary service under Rule 13 would apply.

10. This Agreement has been submitted to the California Public Utilities Commission (CPUC) for review and is pending CPUC approval. If the CPUC approves this Agreement without change, this executed Agreement will continue to be in effect according to the terms outlined in this Agreement. If the CPUC does modify this Agreement, the applicant and PG&E agree that those changes will be automatically incorporated herein and applicant agrees to sign the new CPUC approved Agreement if requested by PG&E. If the request is made and the applicant does not comply expeditiously, the pedestal application may be paused by PG&E.

11. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, contractors against all loss, damage, expense and liability resulting from injury to death of any person, including but not limited to, employees of PG&E, property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers,

agents, and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

12. This agreement shall at all times be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

13. **LOCATION**: (Customer address)_____

_____

_____

14. **DESCRIPTION OF WORK:** Installation of Temporary Facilities, in Accordance to PG&E's Electric Rule 13

_____

15. **SIGNATURES**

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

_____
Name of Customer

_____
Name of Owner/Property Operator/Owner's Agent

_____
Signature

_____
Print Name

_____
Title

_____
Date

Electric Sample Form No. 79-1205 Sheet 1
Gift Payment Form

Please Refer to Attached
Sample Form

(Continued)

Give the gift of energy

Help pay someone's bill

The process is simple

To get started please decide on the specific amount you'd like to pay. Complete this form, print it out and include it with your check or money order made payable to PG&E. Please note that for security reasons, we cannot share specific account information such as amount past due, or status of an account.

Items in **BOLD** are required

Purchaser Information

Your first and last name

Your phone number

Your street address

Apartment #

City

State

Zip code

Your email address

Gift Payment Recipient Information (list all known information)

Street address for payment

Apartment #

City

State

Zip code

First and last name on account

$

Amount of payment

Alternative name

Phone number on account

If you provide an email address below, we will send your recipient an email notice instead of a letter regarding this gift.

Recipient email address

Submit your order

By mail

Please make **checks payable to PG&E** and indicate **"Energy Giving Payment"** in the memo line. **Do not mail cash.**

Mail your check, along with the completed form to:

PG&E, ATTN: Energy Giving Payment
P.O. Box 997300
Sacramento, CA 95899-7300

In-person

Visit one of our local **Customer Service Offices**. To find a local office visit **pge.com/mypaycenter**.

Fill out a completed form and include your form of payment (cash, checks, money orders, traveler's checks and cashier's checks). There is no payment service charge. Please note valid identification may be required.

Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at **pge.com/privacy**.

*Gift payments are not tax deductible or anonymous. Your name will appear on the on the notice to the gift payment recipient, as written in the Purchaser Information section of this form.

Payments made by cash or cash equivalents are subject to Internal Revenue Service reporting requirements (IRS Code 6050I) and payors may need to complete IRS form 8300.

"PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. ©2021 Pacific Gas and Electric Company. All rights reserved.
These offerings are funded by California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission.

Advice 4350-G/6050-E
79–1205 Feb 2021

Electric Sample Form No. 79-1206-02 Sheet 1

Eligible Low-Income Development Virtual Net Energy Metering (NEM2VSOM) Interconnection Agreement For The Solar On Multifamily Affordable Housing (SOMAH) Program With Solar Generation Totaling 1 Mw Or Less

Please Refer to Attached Sample Form

(Continued)

ELIGIBLE LOW-INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VSOM) INTERCONNECTION AGREEMENT FOR THE SOLAR ON MULTIFAMILY AFFORDABLE HOUSING (SOMAH) PROGRAM WITH SOLAR GENERATION TOTALING 1 MW OR LESS

Pacific Gas and Electric Company®

This *Eligible Low-Income Development Virtual Net Energy Metering (NEM2VSOM) Interconnection Agreement for Solar on Multifamily Affordable Housing (SOMAH) Program with Solar Generation Totaling 1 MW or Less*, (Agreement) is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate solar electric generation for the Customer-Generator or designated agent of the Customer-Generator sized no larger than for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEM2VSOM).

The purpose of this Agreement is to allow the Customer-Generator to interconnect solar electric generation with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEM2VSOM. Customer-Generator has elected to interconnect and operate its solar electric Generation in parallel with PG&E's Electric System, to offset part or all of the Eligible Low-Income Development's own electrical requirements at the affiliated service points. Customer-Generator shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Generating Facility's expected date of Initial Operation is _____.

The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

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 NEMV, NEM2V, NEMVMASH, NEM2VMSH or NEM2VSOM Storage (if applicable)

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2VSOM, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 17 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.

(c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

4.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

(c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,

(d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 5.

4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY REQUIREMENTS

5.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.

5.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.

5.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Rule 21 Generator Interconnection Application* (Form 79-1174-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Eligible Low Income Development Virtual Net Energy Metering (NEM2VSOM) Interconnection Agreement for Solar on Multifamily Affordable Housing (SOMAH) Program with Solar Generation Totaling 1 MW or Less* (Form 79-1206-02); 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.

5.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2VSOM, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.

5.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that

(i) a warranty of at least 10 years has been provided on all equipment and on its installation, or

(ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

5.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

5.7 For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer Generator inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at to https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists.)

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 application[1] no later than March 31, 2018, or
(d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an "existing inverter" certifies it is being replaced with either:

(i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
(ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

[1]A complete application consists all of the following without deficiencies:
1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

6. INTERCONNECTION FACILITIES

6.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.

6.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.

6.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in Section 5 and provide the following for insurance policies in place.

To the extent that Customer-Generator has currently in force property insurance and commercial general liability or personal liability insurance, Customer-Generator agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Customer-Generator meets the requirements of this section, Customer-Generator shall not be required to purchase any additional liability insurance.

❑ I have insurance. I hereby certify that there is presently insurance coverage in the amount of $_____ for the Schedule NEM2VSOM Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

❑ I do not have insurance. I hereby certify that there is presently $0 (zero) dollars of insurance for the Schedule NEM2VSOM Generating Facility location.

9. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

9.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 9.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

10. NOTICES

10.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E:

Pacific Gas and Electric Company
Attention: Electric Generation Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: _____

Address: _____

City: _____

Phone: ( ) _____

FAX: ( ) _____

10.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 10.1.

10.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

11. REVIEW OF RECORDS AND DATA

11.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

11.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

12. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

13. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

14.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

14.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

15. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

16. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

17. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

_____	**PACIFIC GAS AND ELECTRIC COMPANY**
(Customer Generator's Name)	
_____	_____
(Signature)	*(Signature)*
_____	_____
(Print Name)	*(Print Name)*
_____	_____
(Title)	*(Title)*
_____	_____
(Date)	*(Date)*

APPENDIX A
DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)

APPENDIX B (If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527) (Formed between the Parties)

APPENDIX C (If Applicable)
NEMV, NEM2V, NEMVMASH, NEM2VMSH or NEM2VSOM Storage

Applicants adding storage pursuant to Schedules NEMV, NEM2V, NEMVMASH, NEM2VMSH or NEM2VSOM under the Special Condition for storage must include proper documentation per PG&E's Distribution Interconnection Handbook (DIH).

Electric Sample Form No. 79-255 Sheet 1
Agreement for Installation or Allocation of Special Facilities

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION
- ☐ Applicant
- ☐ Division
- ☐ Customer Operations
- ☐ Plant Accounting
- ☐ Customer Billing

REFERENCE
_____
_____
_____
_____

AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES

At the request of _____ (Applicant), PACIFIC GAS AND ELECTRIC COMPANY (PG&E) hereby agrees, as an accommodation, to install at the Applicant's expense within a reasonable time, or allocate for Applicant's use at

_____

_____

State of California, certain facilities consisting of _____(Special Facilities), at an estimated total additional installed cost of $ _____ over and above the cost of standard facilities which PG&E would normally provide or allocate for regular service in accordance with its tariffs on file with and authorized by the California Public Utilities Commission (Commission), subject to the following terms and conditions:

1. Applicant shall pay to PG&E, on demand and in advance of construction by PG&E, the initial sum of:

   (a) $ _____ (Advance) which consists of a credit of $ _____ for that portion of the facilities provided by and conveyed to PG&E by the Applicant, and Applicant's payment of $ _____ representing PG&E's additional costs for Special Facilities; plus,

   (b) $ _____ (Rearrangement) a non-refundable amount representing PG&E's cost of rearranging existing facilities to accommodate the installation of the Special Facilities.

2. Applicant shall also pay to PG&E, in addition to the monthly rates and charges for service, at the option of PG&E, either:

   (a) A monthly charge for the Special Facilities of $ _____ (Cost of Ownership Charge) representing the continuing ownership costs of the Special Facilities (_____% per month) as determined in accordance with the applicable percentage rate established in the Special Facilities section of PG&E's applicable Gas or Electric Rule No. 2, copy attached; or,

   (b) $ _____ (Equivalent One-Time Payment) which is the present worth of the monthly ownership costs (%) for the Special Facilities in perpetuity. Refunds and adjustments, if any, of the Advance and Equivalent One-Time Payment will be made in accordance with paragraph 13. Interest at the rate of _____% annually will be added to the unamortized balance of the Equivalent One-Time Payment on each anniversary of the date the Special Facilities are first made available, as such date is established in PG&E's records, before the current year's Cost of Ownership Charges are deducted.

   The monthly Cost of Ownership Charge shall commence on the date the Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date.

3. The annual ownership cost used to determine the Equivalent One-Time Payment or used to determine the monthly charges in paragraph 2 above shall automatically increase or decrease without formal amendment to this agreement if the Commission should subsequently authorize a higher or lower percentage rate for monthly costs of ownership for Special Facilities as stated in Rule No. 2, effective with the date of such authorization. Thereafter, such revised annual ownership cost shall also be used to determine the unamortized balance of the Equivalent One-Time Payment, as provided in paragraph 13.(a).

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The Privacy Policy is available at pge.com/privacy.

Pacific Gas and Electric Company®

AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES

4. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
   (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and,
   (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.
5. Where formal rights of way or easements are required on and over Applicant's property or the property of others for the installation of the Special Facilities, Applicant understands and agrees that PG&E shall not be obligated to install the Special Facilities unless and until any necessary permanent rights of way or easements, satisfactory to PG&E, are granted without cost to PG&E.
6. PG&E shall not be responsible for any delay in completion of the installation of the Special Facilities resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or Commission, delay in obtaining necessary rights of way and easements, act of God, or any other cause or condition beyond the control of PG&E. PG&E shall have the right, in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control.
7. In the event that PG&E is prevented from completing the installation of the Special Facilities for reasons beyond its control within twelve (12) months following the date of this Agreement, PG&E shall have the right to terminate this Agreement upon thirty (30) days' written notice to Applicant.
8. If this Agreement is terminated as set forth in paragraph 7, the provisions of paragraph 13 shall be applicable, based on that portion of the Special Facilities then completed, if any, including charges for any expense incurred by PG&E for any engineering, surveying, right of way acquisition expenses and other associated expenses incurred by PG&E for that portion of the Special Facilities not installed or, in PG&E's sole judgment, not useful in supplying permanent service to PG&E's other customers.
9. Special Facilities provided by PG&E hereunder shall at all times be and remain the property of PG&E.
10. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, copies attached, Applicant understands that PG&E does not gurantee electric or gas service to be free from outages, interruptions or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.
11. If it becomes necessary for PG&E to alter or rearrange the Special Facilities, including, but not limited to the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate this Agreement in accordance with paragraphs 12 and 13, or to pay PG&E additional Special Facilities consisting of:
    (a) A facility termination charge for that portion of the Special Facilities which is being removed because of alteration or rearrangement. Such charge to be determined in the same manner as described in paragraph 13; plus,
    (b) An additional Advance and/or rearrangement costs, if any, for any new Special Facilities requested which shall be determined in the same manner as described in paragraph 1; plus,
    (c) A revised Equivalent One-Time Payment or monthly charge based on the total net estimated additional installed costs of all new and remaining Special Facilities. Such revised Equivalent One-Time Payment or monthly charge shall be determined in the same manner as described in paragraphs 2 and 3.

12. This Agreement shall be effective when executed by the parties hereto and shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice.
13. Upon discontinuance of the use of any Special Facilities due to termination of service, termination of this Agreement, or otherwise:
    (a) Applicant shall pay to PG&E on demand (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a facility termination charge defined as the estimated installed cost, plus the estimated removal cost, less the estimated salvage value for the Special Facilities to be removed, as determined by PG&E in accordance with its standard accounting practices. PG&E shall deduct from the facility termination charge the Advance plus the unamortized balance of the Equivalent One-Time Payment previously paid, if any. If the Advance paid plus the unamortized balance of the Equivalent One-Time Payment is greater than the facility termination charge, PG&E shall refund the difference, without interest, to the Applicant;
    (b) PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Special Facilities located on the Applicant's premises;
    (c) PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Special Facilities located on other property off Applicant's premises. Where all or any portion of the Special Facilities located off Applicant's premises are retained in place and used by PG&E to provide permanent service to other customers, an equitable adjustment will be made in the facility termination charge.
14. Applicant may, with PG&E's written consent, assign this Agreement if the assignee thereof will agree in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Special Facilities.
15. This agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Dated this _____ day of _____, 20____.

This agreement is effective when accepted and executed by PG&E.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Customer/Company	
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

MAILING ADDRESS:

_____
_____
_____

Attachments: Rules 2 and 14(Electric), or Rules 2, 14 and 21 (Gas)

Electric Sample Form No. 79-280 Sheet 1

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or
Electrical Standby Service (Electric Rules 2 and 21)

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

- ☐ Applicant
- ☐ Division,
- ☐ Const. Accounting
- ☐ Accounting Ops
- ☐ Tariff Interpretation

REFERENCES

QF Log #:_____

GM/WO #:_____

Premises #:_____

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of NonUtility-Owned Generation and/or Electrical Standby Service[1] (Electric Rules 2 and 21)

At the request of _____, (Applicant), **PACIFIC GAS AND ELECTRIC COMPANY (PG&E)** hereby agrees to furnish at Applicant's expense within a reasonable time certain facilities consisting of _____ (Special Facilities). Such Special Facilities are expected to be necessary on or about _____ for the interconnection of Applicant's electric generating plant with PG&E's system and/or PG&E's delivery of electrical standby service to Applicant's premises at _____, County of _____, State of California.

1. This Agreement includes Appendix A, Detail of Special Facilities Charges, which is attached and incorporated herein by reference. Appendix A may be revised or superseded by mutual written agreement and without formal amendment of the remainder of this agreement.

2. Applicant shall pay PG&E, on demand prior to commencement of any work by PG&E, an initial charge equal to the sum of the amounts which are specified in Appendix A.

3. Applicant also shall pay PG&E any applicable monthly rates and charges for service under PG&E's tariff schedules plus an ownership charge, either (a) or (b) below as specified in Appendix A, namely:

   (a) COST-OF-OWNERSHIP CHARGE representing PG&E's continuing monthly cost of financing (if applicable), owning and maintaining Special Facilities; or

   (b) An EQUIVALENT ONE-TIME CHARGE which is equal to the present worth of the monthly COST-OF-OWNERSHIP CHARGE in perpetuity. The COST-OF-OWNERSHIP CHARGE shall commence on the date Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date. The EQUIVALENT ONE-TIME CHARGE (if applicable) shall be payable by Applicant to PG&E on demand.

4. The ownership charge set forth in paragraphs 3(a) or 3(b) herein is determined in accordance with the applicable percentage rates established in the Special Facilities section of PG&E's electric Rule 2, copy attached. Should the California Public Utilities Commission (Commission) subsequently authorize higher or lower percentage rates, the monthly COST-OF-OWNERSHIP CHARGE shall automatically increase or decrease without formal amendment to Appendix A as of the effective date of the Commission's authorization.

5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:

   (a) the right to make such installation on Applicant's premises along the shortest practical route thereon with sufficient legal clearance from all structures now or hereafter erected on Applicant's premises; and

   (b) the right of ingress and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of Special Facilities.

6. Where formal rights of way or easements are required on or over property of Applicant or the property of others for the installation of Special Facilities, Applicant agrees that PG&E shall obtain them at Applicant's expense, or if Applicant and PG&E agree otherwise, Applicant shall obtain any necessary permanent rights of way or easements, satisfactory to and without cost to PG&E.

7. PG&E shall not be responsible for any delay in completion of the installation of Special Facilities resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or regulatory agency, delay in obtaining necessary rights of way and easements, acts of God, or any other cause or condition beyond the control of PG&E, nor shall PG&E be liable for incidental, indirect, special, punitive, or consequential damages for any such delay. PG&E shall have the right, if for one of the above reasons it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction, hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control. In any event, PG&E's total liability for any delay in the completion of the installation of Special Facilities shall not exceed the amount of Special Facilities Charges paid by Applicant.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

8. In the event that PG&E is prevented from completing the installation of Special Facilities for reasons beyond its control after twelve (12) months following the date of this Agreement, PG&E shall have the right to supersede this Agreement subject to Applicant's election as provided below upon at least thirty (30) days' written notice to Applicant and adjust any amounts paid or required to be paid by Applicant hereunder that may be due based on that portion of the Special Facilities then completed, if any, utilizing the estimated costs developed by PG&E for this Agreement. Such a superseding agreement, if any, shall be in substantially the same form as this agreement, be executed by both parties hereto, and shall provide that costs be allocated to the portion of the Special Facilities then completed, if any, consistent with those costs estimated by PG&E for this agreement. If Applicant elects not to execute a superseding agreement, this agreement shall be terminated and the provisions of paragraph 11 herein shall be applied to that portion of Special Facilities then completed, if any. Applicant also shall reimburse PG&E for any expenses it may have incurred for engineering, surveying, right of way acquisition and other work associated with that portion of Special Facilities not installed

9. If it becomes necessary for PG&E to alter rearrange or make addition to Special Facilities in order to maintain parallel operation of Applicant's generation or electrical standby service to Applicant's premises, Applicant shall be notified, in writing, of such necessity and shall be given the option to either terminate this Agreement upon thirty (30) days' written notice to PG&E, or to pay to PG&E additional Special Facilities charges consisting of:

   (a) a facility termination charge for that portion of Special Facilities which is being removed because of alteration, rearrangement or addition to Special Facilities. Such charge to be determined in the same manner as described in paragraph 11 herein; plus,

   (b) an additional ADVANCE and/or REARRANGEMENT CHARGE, if any for any new Special Facilities which shall be applied in the same manner as prescribed in paragraph 2 herein; plus,

   (c) a revised monthly COST-OF-OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE based on the estimated installed costs of all new and remaining Special Facilities. Such revised monthly COST-OF-OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE shall be applies in the same manner as prescribed in paragraph 3 herein.

10. This Agreement shall become effective when executed by the parties hereto and, except as provided for in paragraphs 8 and 9 herein, shall remain in force until one of the following events occurs:

    (a) a power purchase, parallel operation, electrical standby service or other form of agreement no longer exists between Applicant and PG&E which would occasion the need for Special Facilities; or

    (b) the ownership of Special Facilities or any portion thereof is deeded to a public authority; or

    (c) Applicant fails to pay the monthly COST-OF-OWNERSHIP CHARGE prescribed in the Agreement, if applicable.

    Either party shall provide the other at least thirty (30) days' written notice of termination pursuant to this paragraph.

11. Upon termination of the Agreement for any reason:

    (a) Applicant shall pay to PG&E on written demand (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a facility termination charge defined as the estimated installed cost, plus the estimated removal cost less the estimated salvage value for any Special Facilities which can be removed, all as determined by PG&E in accordance with its standard accounting practices. PG&E shall deduct from the facility termination charge the ADVANCE plus the unamortized balance of the EQUIVALENT ONE-TIME CHARGE previously paid, if any. If the ADVANCE paid plus the unamortized balance of the EQUIVALENT ONE-TIME CHARGE, if any, is greater than the facility termination charge, PG&E shall refund the difference, without interest to Applicant; and

    (b) PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Special Facilities located on the Applicant's premises; and

    (c) PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Special Facilities located on other property off Applicant's premises. Where all or any portion of the Special Facilities located off Applicant's premises are retained in place in anticipation of providing permanent service to customers of PG&E, an equitable adjustment shall be made in the facility termination charge.

12. In the event any of the Special Facilities are used during the term of this Agreement to provide permanent service to customers of PG&E, an adjustment shall be made in accordance with PG&E's electric Rule 21, copy attached.

13. Special Facilities shall at all times be the property of PG&E.

14. As provided in PG&E's electric Rule 14, copy attached, PG&E does not guarantee electrical standby service to be free from outages, interruptions or curtailments and the charges for Special Facilities represent PG&E's cost associated with providing Special Facilities rather than for a guaranteed level of service or reliability.

15. Applicant may, with PG&E's written consent, assign this Agreement if the assignee thereof will agree in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Special Facilities.

16. This Agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission, and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Dated this _____ day of _____, 20_____.

This agreement is effective when accepted and executed by PG&E.

	PACIFIC GAS AND ELECTRIC COMPANY
_____	_____
Customer/Company	
_____	_____
Authorized by (Print)	Authorized by (Print)
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

Mailing Address:

_____

_____

_____

_____

Attachments:

Electric Rule 2
Electric Rule 14
Electric Rule 21
Appendix A

Electric Sample Form No. 79-285 Sheet 1
Special Agreement for Electrical Standby Service

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

DISTRIBUTION
- ☐ Customer
- ☐ Division
- ☐ Tariff Interpretation
- ☐ Customer Relations
- ☐ Electric Billing Solutions

REFERENCES

QF Log #:_____

Premises #:_____

CDx/Acct#:_____

_____

This is an agreement between Pacific Gas and Electric Company (PG&E), a California corporation, and _____ (Customer), a(n) _____. This agreement will be herein referred to as "Agreement".

Customer has requested PG&E to provide standby service at Customer's premises at _____, County of_____ California, under one of the standby options designated below:

[ ] **Option 1 – PG&E Standby Through Non-PG&E Supply Facilities –** Standby service for customers whose supply requirements would otherwise be delivered through PG&E owned facilities (including Independent System Operator controlled transmission facilities), are regularly and completely supplied through facilities not owned by PG&E.

The non-utility owned generating facilities have a total rated capacity of approximately _____kVA.

All PG&E power deliveries will be made under Schedule S or Schedule SB -- *Standby Service*.

[ ] **Option 2 – PG&E Standby When Service is from Another Utility –** Standby service for customers who regularly take electric service from another public utility but desire PG&E to reserve its generation, transmission or distribution capacity for their use:

Customer currently is supplied regular electric service from another utility's generation, transmission, or distribution system; Customer may be alternately served by PG&E by means of a double-throw switch. Both PG&E and the other utility have consented to this arrangement. Customer's maximum demand from electric equipment on his premises is _____kW.

All PG&E power deliveries will be made under Schedule S or Schedule SB.

This option is closed to all new customers after January 19, 2001.

[ ] **Option 3 – PG&E Standby for Non-Continuous/Irregular PG&E Supply –** Standby service for customers who require PG&E to reserve transmission or distribution capacity and stand ready at all times to deliver electricity on an irregular or non-continuous basis:

Customer has a) a premise which is normally, in part but not in whole, served by non-utility owned generation facilities with a total rated capacity of less than 50 percent of Customer's maximum demand for that premise, or b) a premise which qualifies for back-up service under the provisions of Special Condition 7 of Schedule S or Schedule SB (See Option 4) but chooses not to elect Option 4 or currently lacks the necessary on-site metering to bill Option 4 properly, or c) electrical equipment

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which is used on an irregular or non-continuous basis. The total rated capacity of Customer's generation facilities or irregularly utilized equipment is _____ kVA.

Customer will be billed for all PG&E power deliveries on the otherwise applicable rate schedule; however, Special Conditions 1 through 6 and 8, 9, and 10 of Schedule S or Schedule SB will also apply to Customer's service.

[ ] **Option 4 – PG&E Supplemental (Back-up and Maintenance) Standby Service –** Standby service for customers who do not meet the criteria described in Option 1 and 2 above, but elect to receive back-up and maintenance portion of their total standby requirements under the provisions of Special Condition 7 of Schedule S or Schedule SB:

At least 50 percent of Customer's maximum electric demand is served by a non-utility owned generator, and all necessary metering has been installed (by May 1, 1994, or the effective date of the contract) by PG&E to separately measure Customers net on-site generation and on-site load requirements. Customer would otherwise, except for such generation, qualify for service under Schedule E-19 (mandatory), E-20, B-19 or B-20.

Customer will be billed for the back-up and maintenance portion of the premises' total service requirements under the provisions of Special Condition 7 of Schedule S or Schedule SB, and for its ordinary supplemental power requirements (on-site load in excess of the capability of the customer's non-utility owned generation) under the provisions of the otherwise applicable rate schedule. All back-up and maintenance power deliveries by PG&E will be billed in accordance with Schedule S or Schedule SB. The total rated capacity of Customer's generation is kVA.

[ ] **Option 5 – PG&E Standby for Station Load Self-Supply –** Standby service for customers, whose supply requirements would otherwise be delivered through PG&E owned facilities (including Independent System Operator controlled transmission facilities), where the customers' Station Power requirements are regularly supplied through generating units in accord with the customer's CAISO-approved Station Power Portfolio (SPP), as described under the provisions of Special Condition 15 of Schedule S or Schedule SB .

PU Code 353 exemption:

Standby service for customers who qualify for exemption under PU Code 353 and elect to take this exemption.

[ ] *Customers does NOT qualify for PU Code 353 exemption*

[ ] Customers with supplemental power requirements:

*For customers with supplemental power requirements (on-site load in excess of the capability of the customer's non-utility owned generation) under the provisions of the otherwise applicable rate schedule, Special Conditions 1 through 7 of Schedule S or Schedule SB will **not** apply. (Option 3)*

[ ] Customers with excess generation:

For those customers who operate electric generation equipment capable of serving their entire load and elect to take this exemption, Special Condition 1 (reservation capacity) will

***not** apply. All other applicable charges of Schedule S or Schedule SB will apply. (Options 1, 2 and 4)*

Terms and Conditions

1. Customer has requested PG&E to stand ready at all times to deliver or supply and deliver electric energy to Customer's premises on an as-needed basis. Such standby service shall be provided to Customer in accordance with and subject to PG&E's applicable rates and rules as established from time to time by, and on file with, the California Public Utilities Commission (Commission).

2. PG&E shall be granted, without cost to it, all necessary rights-of-way and easements, satisfactory to PG&E, in both location and form of document, to establish such service.

3. All necessary service facilities to accommodate Customer's load shall be furnished by PG&E and Customer as specified in electric line extension and service rules or the otherwise appropriate extension agreements. Any necessary extensions and reinforcements of PG&E's distribution and transmission facilities that are furnished by PG&E at Customer's expense in accordance with either a separate line extension or special facilities agreement, in accordance with the applicable tariffs.

4. All facilities furnished by PG&E to provide electric service at all times shall be and remain the property of PG&E notwithstanding that they may be affixed to Customer's property. PG&E may remove such facilities upon termination of the Agreement.

5. During the term of this Agreement, Customer grants to PG&E the right to operate, maintain, replace, and repair PG&E's facilities on Customer's premises necessary to provide standby service hereunder and all rights necessary for access to and from such facilities at all reasonable times.

6. All standby electric service provided shall be _____ phase, 60 hertz, alternating current at an electromotive force of approximately ___ volts. Allowable variations in this frequency and voltage are specified in PG&E's electric Rule 2. The delivery point for PG&E's standby service shall be considered the point where conductors owned, or under license by Customer, contact PG&E's conductors, or as otherwise designated by applicable rules.

7. The initial reserved capacity for standby service shall be ___kW (Reservation Capacity) and shall be billed monthly at the rate described in the "Rates" section of Schedule S or Schedule SB.

   If the Customer is already receiving standby service from PG&E under a preceding contract, that contracted or reserved capacity, or the amount of capacity to which that contract has been subsequently ratcheted, shall automatically become the Customer's Reservation Capacity, until the ratchet period ends unless the Reservation Capacity has been increased in accordance with the preceding paragraph.

8. Customer elects to receive any backup and maintenance service that is to be billed under the provisions of Schedule S or Schedule SB under the following terms: _____ Firm Service Only.

9. If Customer has a generator and wishes to operate that generator in parallel with PG&E's system, Customer must also execute either a power purchase agreement, or parallel operation agreement, or applicable interconnection agreement with PG&E. Interconnection and operation of all non-utility owned generation paralleling with PG&E's system will be treated in accordance with electric Rule

21. Customers may need to meet those requirements as imposed by other governing entities having jurisdiction including the Independent System Operator and the Western Systems Coordinating Council.

10. Customer shall pay PG&E the monthly charges for the standby service provided hereunder at any established office of PG&E.

11. The initial term of this Agreement shall be for a period of one (1) year from the date the standby service under this Agreement is first made available to Customer as such date is established in PG&E's records and shall continue thereafter from year to year. Customer may terminate this Agreement at the expiration of the initial or any subsequent one-year term, or PG&E may terminate this Agreement in accordance with its tariffs, provided that written notice of such termination is given to the other party at least thirty (30) days prior to such termination date.

12. Customer may, with PG&E's written consent, assign this Agreement to a subsequent owner of the premises if the assignee will, in writing; agree to perform the obligations of the Agreement.

13. 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.

Dated this _____ day of _____, _____.

APPROVED:

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Customer	_____
_____ Authorized Signature	_____ Authorized Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title
_____ Date	_____ Date

Mailing Address: _____
_____
_____

Mailing Address: Pacific Gas and Electric Co
77 Beale St. B8M
San Francisco, CA 94105

Electric Sample Form No. 79-702 Sheet 1

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or
Electrical Standby Service -- APPENDIX A - Detail of Special Facilities Charges

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

- ☐ Division
- ☐ Customer
- ☐ Customer Billing
- ☐ Accounting Ops.
- ☐ Tariff Interpretation

REFERENCES

_____
_____
_____
_____

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service*

APPENDIX – A
Detail of Special Facilities Charges

Dated:_____

I. Applicability

The application of charges specified herein are pursuant to the provisions of this Agreement between_____ _____ (Applicant) and Pacific Gas and Electric Company (PGandE) and shall be a part thereof and in effect until superseded by mutual written agreement.

II. Initial Charge

A.	Net cost of all Special Facilities	$_____
B.	Less the cost of "removable and reusable" Special Facilities which are provided, installed and financed by PGandE pursuant to Rule No. 21	$(_____)[1]
C.	ADVANCE equal to PG&E's estimated installed Cost of Special Facilities which are financed by Applicant, including in lieu of cash payment, a credit for that portion of Special Facilities furnished and deeded to PG&E by Applicant (line A + line B)	$(_____)[1]
D.	Less PG&E's estimate of the cost of Special Facilities provided, installed and deeded to PG&E by Applicant (includes costs of design and administration by PG&E)	$(_____)
E.	Plus the costs of design, administration and inspection by PG&E of Special Facilities provided, installed and deeded to PG&E by Applicant	$_____
F.	Plus REARRANGEMENT CHARGE which is equal to PG&E's estimated cost of rearranging existing facilities to accommodate the installation of Special Facilities	$_____
G.	Plus CIAC Tax if applicable (line C + line E+ line F x Applicable CIAC Tax[2] of (_____%)	$_____
H.	Initial Charge (does not include monthly Cost-of-Ownership Charge--see below	$_____

III. Installed Cost of PGandE's Existing Facilities Allocated to Applicant's Use $_____[1]

---

* 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.

[1] Used in calculation of the monthly COST OF OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE.

[2] See the Income Tax Component of Contribution Provision in the Electric Preliminary Statement for the current applicable CIAC tax rate.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

IV. Monthly COST OF OWNERSHIP CHARGE

Special Facilities Financed By	Application Base	Current Percentage Rate[3]	Monthly Charge
A. Applicant	ADVANCE (II.C above equals 1. plus 2. below)		
	1. Cost of Distribution facilities.....$_____ Less allowance for Existing facilities.....$(_____)[4] ---------- Net amount .....$_____	x _____	= $_____/mo.
	2. Cost of Transmission facilities.....$_____ Less allowance for Existing facilities.....$(_____) [4] ---------- Net amount .....$_____	x _____	= $_____/mo.
B. PG&E	"Removable and Reusable" Special Facilities (II.B above equals 3. plus 4. below)		
	3. Distribution facilities.....$_____	x _____	= $_____/mo.
	4. Transmission facilities.....$_____	x _____	= $_____/mo.
C. PG&E	Existing Facilities Allocated as Special Facilities (III. above equals 5. plus 6. below)		
	5. Distribution facilities.....$_____	x _____	= $_____/mo.
	6. Transmission facilities.....$_____	x _____	= $_____/mo.

D. Monthly COST OF OWNERSHIP CHARGE..... .... $_____/mo.

V. EQUIVALENT ONE-TIME CHARGE (in lieu of monthly COST OF OWNERSHIP CHARGE); check [ ] if applicable
$_____/mo. (line IV.D) x 12 mo. x_____ (present worth factor)..... $_____

Complete the following section only in conjunction with revision of this Appendix.

This Appendix A supersedes Appendix A dated _____, 20____. The changes hereon are hereby agreed to by both parties on this_____day of _____, 20____.

[3]This percentage rate is set forth in PG&E's current electric Rule No. 2 and is subject to change upon authorization by the California Public Utilities Commission.

[4]Where Special Facilities displace PG&E's existing facilities, this allowance assures the exclusion of PG&E's existing ownership costs from Applicant's monthly COST OF OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE.

APPENDIX A –

AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES FOR PARALLEL OPERATION ON NONUTILITY-OWNED GENERATION

This agreement is effective when accepted and executed by PG&E.

	PACIFIC GAS AND ELECTRIC COMPANY
Company	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

Electric Sample Form No. 79-726 Sheet 1
Electric Standby Service Log Sheet Schedule S

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

REFERENCE:
_____
_____
_____
_____

ELECTRIC STANDBY SERVICE
LOG SHEET – SCHEDULE S OR SB

Date:_____

Customer:_____

Account ID:_____

Service Agreement ID:_____

Meter Reading Schedule:_____

Generator Location:_____

Name of person completing this form:_____

Telephone #:_____

Email Address:_____

The **Electric Standby Service Log Sheet**, when completed by the customer, is for PG&E's use in administering the adjustment of monthly maximum demand charges in accordance with the terms and conditions of your otherwise applicable rate schedule. To ensure that qualifying adjustments are applied to the next regular billing of electric service, ***this Electric Standby Service Log Sheet should be submitted no later than one (1) day following PG&E's meter reading date via:***

- ***Email:*** *CBStandbyLog@exchange.pge.com, OR*
- ***Fax:*** *(415) 973-5155, OR*
- ***Mail:*** Pacific Gas and Electric Company
  Attn: CB Standby Support
  P.O. Box 770000, Mail Code B12C
  San Francisco, CA 94177-0001

[To determine the date your meter will be read, find your serial "letter" on the detail pages of your bill and use PG&E's Meter Reading Schedule (https://www.pge.com/en_US/residential/save-energy-money/analyze-your-usage/your-usage/view-and-share-your-data-with-smartmeter/reading-the-smartmeter/meter-reading-schedule.page)].

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Pacific Gas and Electric Company®

REFERENCE:

ELECTRIC STANDBY SERVICE
LOG SHEET – SCHEDULE S OR SB

Log Sheet

Date	Time (Use Military Time)		Standby Demand (KW)	Check One			Comments
	From	To		**Scheduled Maintenance**	**Unscheduled Outage Due to PG&E**	**Unscheduled Outage Other Reasons**	

**Adjustment of Regular Service Maximum Demand charges under the terms and conditions of your otherwise applicable rate schedule is not applicable to the portion of Standby contract capacity which qualifies for the Experimental Allowance for Unconventional Generation under Schedule S or Schedule SB)*

(Attach additional sheets, if necessary. Template for extra sheet is available upon request)

Electric Sample Form No. 79-759 Sheet 1
Supplemental Agreement for As-Available Capacity

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

SUPPLEMENTAL AGREEMENT FOR AS-AVAILABLE CAPACITY

DISTRIBUTION

- ☐ Applicant
- ☐ Division
- ☐ ES&S
- ☐ _____

REFERENCES

_____
_____
_____
_____

This supplemental agreement is made between _____ (Applicant), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and shall be made part of the_____ (Agreement), dated _____ between these two parties.

RECITALS:

Applicant recognizes that PG&E is required by its California Public Utilities Commission (Commission) authorized tariffs to design its gas and electric facilities to provide adequate capacity to meet the maximum demands of Applicant's loads during normal, non-emergency, conditions. It is also understood that to achieve this degree of service reliability at Applicant's business facility, which is located at_____ _____(Site), reinforcement work must be done to PG&E's existing system at a substantial cost to both parties. Therefore, PG&E and Applicant agree as follows:

AGREEMENT:

1. In lieu of reinforcing PG&E's existing system to fully accommodate loads at Site, Applicant agrees to accept a lower level of service reliability than would normally be available if PG&E's design criteria was met. This decreased reliability may manifest itself through the curtailment or interruption of gas or electric supply to the Applicant.

2. PG&E's ability to serve Applicant's load will be determined by Equipment which, at all times, will limit the gas or electric demand supplied to the Site to the capacity immediately available on PG&E's system. Equipment will be installed at Applicant's expense and as a special facility (Form 79-255). PG&E system conditions that will cause the Equipment to operate are set forth as follows:
   _____
   _____
   _____
   _____
   ____ Applicant may be subject to additional curtailments as provided by PG&E's gas and electric Rule 14 and Agreement.

3. Applicant understands that all of the conditions and provisions specified in other agreements with PG&E remain in effect and that interruption or curtailment, due to the presence of the Equipment, does not excuse any of the charges associated with their applicable rate schedules.

4. Applicant agrees that PG&E is not liable for any physical damage or property damage caused by the presence or operation of the Equipment.

5. Termination of either this supplemental agreement or the original Agreement shall constitute the termination of both, with Applicant being subject to any applicable minimum or termination charges as specified in the tariffs or Agreement.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

SUPPLEMENTAL AGREEMENT FOR AS AVAILABLE CAPACITY

6. Applicant may assign this supplemental agreement, only if PG&E consents in writing and the assignee agrees in writing to the conditions herein, and assignment occurs in conjunction with assignment of Agreement.

7. This supplemental agreement shall be subject to all of PG&E's applicable tariff schedules on file and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Executed this _____day of _____, 20___.

BY:	FOR:
_____ (Applicant)	**PACIFIC GAS AND ELECTRIC COMPANY**
_____ (Signature)	_____ (Signature)
_____ (Print or Type Name)	_____ (Print or Type Name)
_____ (Title)	_____ (Title)

Electric Sample Form No. 79-847
Transmission Load Operating Agreement

Please Refer to Attached Sample Form

Pacific Gas and Electric Company

TRANSMISSION LOAD OPERATING AGREEMENT

DISTRIBUTION	REFERENCE
☐ xxxx	_____
☐ xxxx	_____
☐ xxxx	_____
☐ xxxx	_____
☐ _____	

THIS LOAD OPERATING AGREEMENT (the "Agreement") is effective as of the date last executed by the parties hereto by and between PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), a California corporation, and _____ ("Load Entity") a _____. PG&E and the Load Entity are sometimes referred to collectively as the "parties" and individually as the "party."

RECITALS

A. PG&E and the Load Entity have made arrangements under PG&E's tariffs for an interconnection and power deliveries between the PG&E Transmission System and the Load Entity's substation facility, _____, located at _____ (the "Interconnection Facility.")

B. Among other things, this Load Operating Agreement obligates the Load Entity to operate its Substation in a safe and prudent manner.

C. As part of this obligation, it is important that the Load Entity stay in close contact with PG&E system operators.

D. This Agreement sets up operating responsibilities and associated procedures for communications between the Load Entity and PG&E system operators. The Agreement also establishes procedures for safe work on electric systems and routine test procedures.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

AGREEMENT

THEREFORE, in consideration of the rights and responsibilities set forth herein, the parties agree as follows:

1. DEFINITIONS

When underlined, the following terms shall have the following meanings:

"Clearance Point" -- The points that isolate equipment from possible sources of energy.

"Designated PG&E Switching Center" -- The PG&E location identified in Paragraph 9 of this Agreement, with operational jurisdiction over the Load Entity's Substation. The Designated PG&E Switching Center is staffed 24 hours a day.

"Emergency" -- An abnormal condition or situation that adversely affects, or potentially may adversely affect, PG&E's Electric System Integrity.

"Interconnection Facilities" -- All apparatus installed to interconnect and deliver power between the PG&E system and the Load Entity's substation. Interconnection Facilities include, but are not limited to, connection, transformation, switching, metering, and communications equipment, as well as any necessary additions, modifications and reinforcements to the PG&E system necessitated as a result of interconnecting the Load Entity's Facility to the PG&E system. Interconnection Facilities also include control and safety equipment to protect (1) the PG&E system and its customers from faults occurring at the Load Entity's Facility and substation, and (2) the Load Entity's Facility and substation from faults occurring on the PG&E system or on the system of others to which the PG&E system is directly or indirectly connected.

"Non-Test" -- A procedure used in connection with work on a live line or near an energized circuit. In a Non-Test, PG&E will require that the Load Entity contact the Designated PG&E Switching Center before re-energizing a circuit following an automatic trip.

"PG&E Electric System Integrity" -- The state of operation of PG&E's electric system in a manner that is deemed to minimize the risk of injury to persons and/or property and enable PG&E to provide adequate and reliable electric service to its customers.

2. TERM OF AGREEMENT

This Agreement shall be binding upon execution by both parties. It shall terminate thirty days after the date on which the Load Entity's substation facility ceases to be interconnected to the PG&E electric system. This Agreement may also be terminated by mutual written consent of the parties.

3. RESPONSIBILITY AND AUTHORITY

3.1 The Load Entity understands and agrees that it must satisfy the applicable interconnection requirements described in the PG&E Interconnection Handbook (or its successor) before the Load Entity's Substation can operate in parallel with the PG&E system.

3.2 It is the responsibility of the Load Entity to implement the operating guidelines contained in this Agreement. The Load Entity shall ensure that its operating personnel are familiar with the procedures and guidelines in this Agreement.

3.3 The Designated PG&E Switching Center is authorized to disconnect the Load Entity from the PG&E electric system if the Load Entity fails to meet the requirements set forth in this Agreement. Prior to PG&E disconnecting the Load Entity, PG&E shall provide written notice to the Load Entity detailing the Load Entity's failure to adhere to such requirements and provide the Load Entity thirty (30) days to correct such

deficiency. PG&E reserves the right to immediately disconnect the Load Entity should such deficiencies, as determined by PG&E, cause immediate or imminent hazards to the safety of the Public or PG&E's employees.

3.4 The Load Entity understands that the voltage of PG&E's electric transmission system is not regulated and may vary widely. The voltage levels will fluctuate depending on system operation and system conditions. In accordance with the PG&E Interconnection Handbook, the Load Entity shall install and maintain the necessary equipment to maintain proper power factor and voltage at the point of interconnection.

3.5 Power factor correction is the responsibility of the Load Entity. When the Load Entity is receiving power from the PG&E system, metered power factors outside acceptable ranges may result in additional charges, as specified in PG&E's tariffs and operating standards.

3.6 If PG&E provides assistance in the operation or maintenance of the Load Entity's Substation without a written agreement, PG&E assumes no liability for any loss or damage, direct, indirect or consequential, arising from or related to any services PG&E may provide. PG&E reserves the right to charge the Load Entity for all such services.

4. OPERATION OF INTERCONNECTION FACILITIES AND SUBSTATION

4.1 The Load Entity shall maintain operating communications with the Designated PG&E Switching Center. The operating communications shall include, but not be limited to, system paralleling or separation, scheduled and unscheduled shutdowns, and equipment clearances.

4.2 All oral operating communications shall be conducted through the Designated PG&E Switching Center. The Load Entity agrees to maintain direct phone service so that PG&E can give instructions to the Load Entity or its designated operator.

4.3 The Load Entity agrees to notify the Designated PG&E Switching Center of the following:

a. The current names and 24-hour phone numbers of the personnel responsible for operating and maintaining the Load Entity's Substation.

b. Any Emergency situation, or any request that PG&E de-energize a portion of the system under its control.

c. Any changes in the mechanical or electric condition of the Load Entity's Substation that may affect the reliability of the Load Entity's service or the PG&E electric system.

d. Immediately upon discovery, any miss operation or inoperable condition of a PG&E-required interconnection relay, circuit breaker, or other protective device.

e. Immediately upon discovery, any operation of a PG&E-required interconnection relay, circuit breaker, or other protective device. Relay targets that caused the circuit breaker or protective device to operate.

f. Plans to manually parallel or separate from the PG&E system and the times of actual manual parallels and separations. Emergency separations shall be reported as soon as conditions permit.

4.4 Under normal conditions, the Load Entity shall give as much advance notice as possible (a minimum of 168 hours if connected to 230 kV or 120 hours if connected to 115 kV or below is requested) to the Designated PG&E Switching Center when planning to perform work that may affect PG&E's electric system. At a minimum, the notice shall include:

a. Nature of the work to be performed.

b. Date and time work will begin.

c. Date and time work will be completed.

d. Apparatus to be cleared and the Clearance Points required.

e. Name and telephone number of the person in charge of the work.

f. Whether or not protective grounds will be installed.

4.5 If the Load Entity wishes to perform work on its own facilities which would normally be energized by PG&E-controlled source(s) of energy, the Load Entity may request that PG&E open, lock and tag PG&E's associated disconnect device to isolate the Load Entity's facilities from PG&E source(s) of energy. PG&E will also establish the disconnect device(s) as an open Clearance Point(s) and install "Man on Line" tags (see PG&E's General Operating Instructions)

4.6 PG&E assumes no responsibility for equipment energized by the Load Entity's substation or by any other means. The Load Entity agrees that any work it performs is at its own risk. The Load Entity shall take all necessary steps to ensure that work is conducted in compliance with all applicable federal, state and local laws and regulations and in a manner that does not endanger the safety of persons or equipment.

4.7 The Load Entity must open its interconnection disconnect switch if PG&E requests a Clearance Point. A qualified PG&E employee will observe that the switch is open, lock it open with a PG&E lock, and attach a filled-out "Man-on-Line" tag to indicate it is a Clearance Point.

4.8 In an Emergency, the Load Entity agrees to expeditiously open the interconnection disconnect switch upon notification from the PG&E Designated Switching Center.

4.9 Under normal conditions, PG&E will give advance notice of plans to perform work, which will affect the Load Entity's access to the PG&E system. PG&E reserves the right to charge the Load Entity the additional cost for work performed during times other than normal business hours (Non-Holidays, Monday through Friday, 8:00 A.M. to 5:00 P.M.) when the schedule of such work is negotiable, as determined by PG&E. PG&E will provide the Load Entity with an estimate of the additional cost and if the Load Entity still desires the work to be

performed during non-normal business hours and PG&E does perform the work, PG&E shall charge the Load Entity the actual costs of the work, the amount of which shall not exceed the cost estimate.

4.10 Under Emergency conditions, the Designated PG&E Switching Center may without notice and at anytime interrupt service to the Load Entity's Facility if a situation exists which may adversely affect PG&E Electric System Integrity or upon any emergency request that PG&E de-energize a portion of the system under its control.

5. MAINTENANCE OF INTERCONNECTION EQUIPMENT OWNED BY THE LOAD ENTITY

5.1 The Load Entity agrees to maintain all PG&E-required Interconnection Facilities' devices in service, with relay settings as recorded on PG&E's "Relay Test Report". Proposed changes in relay settings must be submitted in writing to PG&E for approval. Any modification of the existing interconnection or protection scheme requires PG&E's prior written approval.

5.2 PG&E required Interconnection Facilities owned by the Load Entity shall be periodically tested and maintained at the manufacturer's accepted specifications, but at least every four years, by qualified personnel. Copies of equipment test reports shall be forwarded to PG&E for review.

6. EQUIPMENT OWNED BY THE LOAD ENTITY FOR RELIABILITY, OPERABILITY OR PARALLEL OPERATION.

This provision applies where the Load Entity is interconnected to the PG&E transmission system.

In the interest of safety, all customers must notify PG&E before operating ANY generation sources capable of parallel operation, or operating equipment that maintains current reliability or operability of PG&E's electrical system, which are interconnected to the Load Entity's

substation, the Load Entity's electrical system, or the PG&E electrical system. The Load Entity agrees to comply with the requirements identified in the PG&E Interconnection Handbook for all such equipment and generation sources capable of parallel operation with PG&E's electrical system.

Standby Generator

Please check the appropriate line:

_____ The Load Entity has installed a standby generator.

_____ The Load Entity does not have and does not plan to install a standby generator.

_____ While the Load Entity does not currently have a standby generator installed, it plans to install a standby generator in the future. The Load Entity will notify the Designated PG&E Switching Center before operating this generator in parallel with the PG&E system.

Line Selector Switches

Unlike the PG&E electric distribution system, the PG&E transmission system does not have multiple feeds. If the line serving the Load Entity's substation is out of service due to line outages or planned maintenance, then service to the Load Entity may also be interrupted. Please refer to Electric Rule 14, Shortage of Supply and Interruption of Delivery. Where PG&E or the Load Entity has installed line selector switches for reliability, maintenance or operability they will be operated in compliance Sections 3 and 4 in this Agreement.

Please check the appropriate line:

_____ PG&E has installed transmission line selector switches.

_____ The Load Entity installed transmission line switches.

_____ The Load Entity has NOT installed transmission line switches, and does not plan on installing line selector switches

Should PG&E, in the future, determine that transmission line selector switches are required, to be installed on the PG&E transmission system to which the tap serving the Load Entity's facility is connected, in order to maintain current reliability or operability of PG&E's transmission system, the material and installation cost of the switches shall be at PG&E's expense.

Should PG&E, in the future, determine that the switches are NOT required, and the Load Entity chooses to request the switches to be installed on PG&E's Transmission System, and that such switches would solely benefit the Load Entity's service reliability, ability to restore service or prevent service interruption to the Load Entity, PG&E will install them as a Special Facility.

7. REFERENCES

The following reference materials are available for use by the Load Entity and its operating personnel. Copies may be requested from the Designated PG&E Switching Center:

7.1 **PG&E Standard Practice No. S1466**-- A booklet listing all the standard operating orders followed by PG&E system operators.

7.2 **PG&E Standard Practice No. S1403** -- A document describing approved PG&E clearance procedures and instructions for obtaining clearances.

7.3 **PG&E Interconnection Handbook**

7.4 **Electric Rules 2, and 14**

8. GENERAL PROVISIONS

8.1 Choice of Laws: This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding any choice of law rules that direct the application of the laws of another jurisdiction.

8.2 Modification: This Agreement may be amended or modified only by a written instrument signed by the authorized representatives of both the parties.

8.3 Captions: Captions are included herein for ease of reference only. The captions are not intended to affect the meaning of the contents or scope of this Agreement.

8.4 Non-waiver: Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter or any other matter.

8.5 Interpretation: This Agreement is not intended to modify any PG&E or ISO tariff or rule filed with the California Public Utilities Commission or Federal Energy Regulatory Commission. In case of conflict between this Agreement and any PG&E or ISO tariff or rule, the tariff or rule shall govern. This agreement represents the entire understanding between the parties hereto relating to the operation of the Load Entity's substation, and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the parties. Where there is conflict or inconsistency with the express terms in this Agreement and any documents referenced by this Agreement excluding the above

referenced PG&E and ISO tariffs, the terms of this Agreement shall supersede such conflicting terms.

8.6 DISPUTE RESOLUTION: IF A DISPUTE ARISES OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, AND IF SAID DISPUTE CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS, THE PARTIES AGREE TO THE FIRST ENDEAVOR IN GOOD FAITH TO SETTLE THE DISPUTE IN AN AMICABLE MANNER WITHIN THIRTY (30) DAYS OF SUBMISSION TO MEDIATION UNDER THE MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION BEFORE SEEKING RECOURSE IN A JUDICIAL FORUM. THE MEDIATION SHALL BE INITIATED BY THE WRITTEN REQUEST OF EITHER PARTY AND SHALL BE COMMENCED WITHIN FIFTEEN (15) DAYS OF RECEIPT OF SUCH NOTICE. THE PARTIES SHALL SHARE EQUALLY IN ANY EXPENSES INCURRED AS A RESULT OF THE MEDIATION.

9. NAME AND ADDRESS OF KEY PERSONNEL:

The Transmission Load Entity: _____
_____
_____

Phone: _____
Fax: _____

Designated PG&E Switching Center: _____Switching Center
(Address)

Phone: _____
Fax: _____

A party may change or supplement the addresses above by written notice to the other party. The Load Entity agrees to keep the Designated PG&E Switching Center informed of any change in its notice address.

10. CPUC AUTHORITY

This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

11. SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, and it is effective as of the last date set forth below.

	PACIFIC GAS AND ELECTRIC COMPANY
Customer/Company	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

Electric Sample Form No. 79-858 Sheet 1
ID Theft Affidavit

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

ID THEFT AFFIDAVIT

Fraudulent Account Statement

This affidavit provided for:
(Name and Mailing Address)

Directions for completing this affidavit:

- Make copies of this completed affidavit and any additional documents for your records prior to sending them to PG&E.
- List only the PG&E account(s) you are disputing. **See the example below.**
- If PG&E or a third party collection agency sent you a statement, letter or notice about the fraudulent account, attach a copy of that document (**NOT the original**).
- **A copy of the report you filed with the police or sheriff's department MUST be returned with this completed affidavit.**

Name		Phone Number	

I declare (check all that apply):

☐ As a result of the event(s) described in the ID Theft Affidavit, the following account(s) was/were opened at your company in my name without my knowledge, permission or authorization using my personal information or identifying documents.

Creditor Name/ Address	Account Number	Address where Utility Service was Provided by PG&E	Date Service Opened and Closed**	Amount of Bill
Pacific Gas and Electric Company P.O. Box 8329 Stockton, CA 95210			Opened date: Closed date:	
			Opened date: Closed date:	

☐ During the time of the accounts described above, I had the following account open with PG&E, which was opened with my authorization:

Billing name _____

Billing address _____

Account number _____

Proof of residency documents must be from two (2) separate sources that cover the entire time period of the disputed charges. See page 6, Category III, for Acceptable Proof of Residency.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Pacific Gas and Electric Company®

ID THEFT AFFIDAVIT

Victim Information

1. My full legal name is:

   _____
   First/Middle/Last (Jr., Sr., III)

2. (**If different from above**) When the events described in this affidavit took place, I was known as:

   _____
   First/Middle/Last (Jr., Sr., III)

3. My date of birth is _____.

4. My social security number is _____.

5. My driver's license or state identification card number is _____. Issuing state_____

6. My current address is_____

   _____
   City/State/Zip Code

7. I have lived at this address since (month/year)_____

8. (**If different from above**) When the events described in this affidavit took place, my address was:

   _____

   _____
   City/State/Zip Code

9. I lived at the address from _____ until _____
   Month/Year Month/Year

10. My daytime telephone number is (_____)_____

    My evening telephone number is (_____)_____

Pacific Gas and Electric Company®

ID THEFT AFFIDAVIT

How the Fraud Occurred

11. ☐ I did not authorize anyone to use my name or personal information to obtain the gas and/or electric service described in this report.

12. ☐ I did not reside at the address where the service was provided.

13. ☐ I did not receive or benefit from the gas and/or electric service described in this report.

14. ☐ My identification documents (for example: credit cards, birth certificate, driver's license, social security card, etc.) were: ☐ **stolen** or ☐ **lost** on or about _____ (month/day/year).

15. ☐ To the best of my knowledge and belief, the following person(s) used my information (name, social security number, etc.) or identification documents to obtain gas and/or electric service without my knowledge or authorization:

Name (if known)	Name (if known)
Address (if known)	Address (if known)
Phone Number(s) (if known)	Phone Number(s) (if known)
Additional Information (if known)	Additional Information (if known)

16. ☐ I do **NOT** know who used my information or identification documents to obtain gas and/or electric service without my knowledge or authorization.

17. ☐ **Additional comments:** For example: descriptions of fraud, which documents or information were used, or how the identity thief gained access to your information. (Attach additional pages as necessary.)

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Victim's Law Enforcement Actions

Check one:

18. ☐ **I am** ☐ **I am not** willing to assist in the prosecution of the person (or persons) who committed this fraud.

19. ☐ **I am** ☐ **I am not** authorizing the release of this information to law enforcement for the purpose of assisting them in the investigation and prosecution of the person(s) who committed this fraud.

20. ☐ **I have** ☐ **I have not** reported the events described in this affidavit to the police or other law enforcement agency. If you checked "**I have**" above (check one): The police ☐ **did** ☐ **did not** write a report.

21. You remain responsible for this/these bill(s) while our investigation is being conducted.

22. You will be notified with our results at the conclusion of our investigation.

Documentation Checklist

Please attach copies (**NOT originals**) of the documents listed below to this affidavit. Please see page 6 for a list of acceptable documentation.

23. ☐ A copy of valid photo identification.
See page 6, Categories I and II, for Acceptable Forms of Identification.
If you are under 16 and don't have a photo-ID, you may submit a copy of your birth certificate or a copy of your official school records showing your enrollment and place of residence.

24. ☐ Proof of residency during the time the disputed charges occurred.
See page 6, Category III, for Acceptable Proof of Residency.

25. ☐ A copy of the report you filed with the police or sheriff's department must be included.

Pacific Gas and Electric Company®

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Victim Signature

I declare under penalty of perjury that the information I have provided in this affidavit is true and correct to the best of my knowledge.

Signature _____ Date Signed _____

Print Name _____

Knowingly submitting false information on this form could subject you to criminal prosecution for perjury.

Witness Signature

Please have one witness (non-relative) sign below that you completed and signed this affidavit.

Witness:

Signature _____ Date Signed _____

Print Name _____

Please complete and return pages 1 through 5 of this form with copies of appropriate documentation to:

Pacific Gas and Electric Company
Fraud Department
P.O. Box 8329
Stockton, CA 95208

Pacific Gas and Electric Company®

ID THEFT AFFIDAVIT

Acceptable Forms of Documentation

In order to resolve your disputed claim, you will need to provide one (1) form of identification from Category I (if US citizen) or Category II (if non US citizen) and two (2) forms of proof of residency from Category III. You may choose from the list of acceptable documentation below:

Category I—Acceptable forms of identification for U.S. Citizen	Category II—Acceptable forms of identification for non U.S. Citizen

• Driver's License
• State ID
• Passport
• Social Security Card
• Military ID
• Military DD214 Form
• Military Selective Service Card
• Birth Certificate (not a hospital record)
• Native American Reservation ID
• ID from place of employment
• Current Student ID
	• Country ID
	• Driver's License
	• Military ID
	• Passport
	• US Immigration and Naturalization Service (INS) department documents:
	  • I-94 (Refugee arrival document) form
	  • I-688B (Employment Authorization Card)
	  • I-766 (employment Authorization approval) document
	  • US Government issued VISA (Document will state that it is a VISA)
	
	Note: Alien Registration Card is not acceptable.

☐ **Two (2) separate sources are required as proof** of residency from **Category III**.
☐ **Proof of residency documents must cover the entire time period of the disputed charges.**
☐ You may choose from the list of acceptable documentation below:

Category III—Proof of Residency	
• Mortgage Statement or Title of Ownership • Official Rental/Lease Agreement* • Electric bill • Gas bill • Cable bill • Water bill	• Local Telephone bill (not a bill from a long distance provider, cellular or paging company) • Home owner's or renter's insurance or monthly statements • Auto insurance or monthly statements • Health insurance or monthly statements (not a medical card) • Life insurance or monthly statements • Prison movement documentation
***We will not accept rental receipts.** The Rental/Lease agreement must be from a management company or owner.	

Please return copies of the following to PG&E Fraud Department:

1. Completed copy of pages 1 through 5 of this form
2. Acceptable documentation
3. The report you filed with the police or sheriff's department

☐ Make sure that your proof of residency covers the entire time period of the disputed charges.
(Service dates located on page 1)

☐ Your affidavit must be signed by a witness that is not a relative, or notarized.

Electric Sample Form No. 79-861 Sheet 1
Electronic Data Interchange (EDI) - Trading Partner Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

DISTRIBUTION:
- ☐ Customer (Original)
- ☐ Division (Original)
- ☐ Customer Billing (Copy)

ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, 20_____ by and between _____ _____, a _____ ("Trade Partner"), and Pacific Gas and Electric Company ("PG&E"), a California Corporation.

RECITALS

Trade Partner and PG&E desire to participate in the electronic transmittal and receipt data in agreed formats in substitution for conventional paper-based documents and to ensure such transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefits of the parties.

NOW THEREFORE, the parties, intending to be legally bound agree as follows:

1. **Section 1 - Prerequisites**

1.1. **Documents Standards:** Each party shall electronically transmit to or receive from the other party each of the transaction sets listed in the Appendix (collectively "Documents"), Documents include billings for utility service and payments which are (1) the electronically transmitted information delivered to Trade Partner from PG&E or to PG&E from Trade Partner, and (2) the non-electronically transmitted utility billings and payments transmitted during testing periods or equipment failures. All Documents shall be transmitted in accordance with the standards set forth in the Appendix.

1.2. **Scope of the Agreement** This Agreement shall govern and apply to all Documents and information related to transactions electronically transmitted from either party to the other.

1.3. **Third-Party Service Providers**

1.3.1. Documents will be transmitted electronically to each party either directly or through any third-party service provider ("Provider") with which either party may contract on its own behalf. Either party may modify its election to use, not use or change its Provider upon thirty (30) days prior written notice.

1.3.2. Each party shall be responsible for the costs and performance of any Provider with which it contracts, unless otherwise set forth in the Appendix.

1.4. **System Operations** Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.

1.5. **Security Procedures** Each party shall properly use those security procedures, including those specified in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.

1.6. **Signatures** Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s), which are affixed to or contained in each Document transmitted by such party (“Signatures"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

† Information collected on this form is used in accordance with PG&E’s Privacy Policy. The Privacy Policy is available at pge.com/privacy.

2. **Section 2 - Transmissions**

2.1. **Proper Receipt** Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party. Notwithstanding anything contained in this Agreement, electronic transfers by Trade Partner of funds denominated in U.S. currency to pay its PG&E billings for utility service will be credited against its utility bills when received by PG&E as provided in the Agreement.

2.2. **Verification** Upon proper receipt of any Document or any information related to the transaction, the receiving party shall properly transmit a functional acknowledgment in return within twenty-four (24) hours of receipt of any Document or any information related to the transaction, unless otherwise specified in the Appendix. A functional acknowledgment shall constitute conclusive evidence a Document has been properly received, A functional acknowledgment is not an acceptance or a status report.

2.3. **Acceptance** If acceptance of a Document is required by the Appendix, any such Document which has been properly received shalt not give rise to any obligation unless and until the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in the Appendix).

2.4. **Garbled Transmissions** If any properly transmitted Document is received in an unintelligible or garbled form the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice, the originating party's records of the contents of such Document shall control, unless the identity of the originating party cannot be determined from the receiving Document.

3. **Section 3 - Transaction Terms**

3.1. **Terms and Conditions** This Agreement is to be considered part of any other written agreement incorporating it or referenced in the Appendix. Any transaction made pursuant to this Agreement and (any related communication) shall also be subject to the terms and conditions included in PG&E's applicable tariffs that may be approved by the CPUC from time to time. The parties acknowledge that the terms and conditions set forth in the tariffs may be inconsistent, or in conflict, but agree that any conflict or dispute that arises between the parties in connection with any such transaction will be resolved as if such transaction had been effected through application of the tariffs.

3.2. **Confidentiality** Documents and other communications related to transactions under the Agreement shall maintain the same confidential or non-confidential status (whichever is applicable) as they would have in the form of paper records.

3.3. **Validity, Enforceability**

3.3.1. This Agreement has been executed by the parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.

3.3.2. The parties agree that correspondence and documents electronically transmitted pursuant to this Agreement shall be construed to be in conformance with all customer billing requirements set forth in PG&E's tariffs as approved by the California Public Utilities Commission (CPUC) for all purposes. Notwithstanding anything contained in Sections 2.1 or 2.3 herein, utility bills are due and payable as soon as PG&E initiates transmission to Trade Partner and will be considered past due If not paid within fifteen (15) days for non-residential accounts and nineteen (19) days for residential accounts after the date PG&E initiates the transmission. The Trade Partner will be governed by the payment requirements specified in PG&E's Gas and Electric Rules 8 and 11 and Gas Rule 23 (where applicable).

3.3.3. Any Document and any information related to the transaction properly transmitted pursuant to this Agreement shall be considered in connection with any transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing" and any such Document when containing, or to which there is affixed, a Signature ("Signed Documents") shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic flies or records established and maintained in the normal course of business.

3.3.4. The conduct of the parties pursuant to this Agreement including the use of Signed Documents properly transmitted pursuant to this Agreement shall, for all legal purposes, evidence a course of performance accepted by the parties in furtherance of this Agreement and any other agreement described in Section 3.1.

3.3.5. The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

4. **Section 4 - Miscellaneous**

4.1. **Headings** Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of this Agreement.

4.2. **Termination** This Agreement shall remain In effect until terminated by either party with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

4.3. **Severability** Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.4. **Entire Agreement** This Agreement and the Appendix constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

4.5. **Assignment** This Agreement or any rights or obligations hereunder, shall not be assigned by either party without the express written approval of the other party. Any assignment made without such consent shall be null and void. Performance of the Trade Partner's obligation under any transaction or billings for utility service may not be assigned by the *Trade* Partner without PG&E's express written approval: provided that such assignment shah not relieve the Trade Partner of any of its obligations under this Agreement. Any assignment which does not comply with the provisions of this section 4.5 shall be null and void.

4.6. **Conflict of Interests/Business Ethics** Trade Partner shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with PG&E's interest. Trade

Partner or its employees shall not offer or cause to be offered gifts, entertainment, payments, loans or other services, benefits or consideration of more than a nominal value to PG&E's employees, their families, vendors, subcontractors or other third parties. Trade Partner shall immediately notify PG&E of any and all violations of this clause upon becoming aware of such violation.

4.7. **Non-Waiver** The waiver by either party of any breach of any term, covenant or condition contained in this Agreement or in a utility service billing, or any default in the payment of any obligation of any utility service billing rendered to the Trade Partner pursuant to this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default in payment constitute a continuing waiver of the same.

4.8. **Governing Law and Tariffs** This agreement shall be governed by and interpreted in accordance with the laws of the State of California and PG&E's tariffs filed with the California Public Utilities Commission (CPUC). This Agreement shall at all times be subject to any changes or modifications by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

4.9. **Force Majeure** No party shall be liable for any failure to perform its obligations in connection with any transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.

4.10. **EXCLUSION OF DAMAGES** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL. INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF ANY DELAY, OMISSION, OR ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF ANY DOCUMENTS PURSUANT TO THIS AGREEMENT. EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.11. **Notices**

4.11.1. Transmittal of Notices of Discontinuance of Service for Nonpayment. If Trade Partner's account becomes past due, notice of discontinuance of service for non-payment shall be given by mailing conventional CPUC-approved paper-based documents to the Trade Partner at the address specified herein via U.S. Mail, First Class, with postage prepaid.

If Trade Partner is an authorized Core Transportation Agent (CTA) providing aggregation service under PG&E's Gas Rule 23, a copy of the notice of discontinuance of service for non-payment sent to Trade Partner will also be given to each customer in the Trade Partner's Core Transportation Group by mailing conventional CPUC-approved paper-based documents via U.S. Mail, First Class, with postage prepaid.

4.11.2. Transmittal of CPUC-Required Notices to Trade Partner. One copy of each notice PG&E is required to provide to the Trade Partner under applicable CPUC tariffs, rules, regulations or decisions, shall be mailed to the Trade Partner at the address specified herein via U.S. Mail, First Class, with postage prepaid.

If Trade Partner is an authorized Core Transportation Agent (CTA) providing aggregation service under PG&E's Gas Rule 23, a copy of each notice PG&E is required to provide to individual customers in the Trade Partner's Core Transportation Group under applicable CPUC tariffs, rules, regulations, or decisions, shall be mailed directly by PG&E to each customer via U.S. Mail, First Class, with postage prepaid.

4.11.3. Transmittal of All Other Notices. All other notices given herein shall be m writing and shall be given by certified, registered or first class mail or special delivery, postage prepaid, to the persons specified below:

PG and E: _____

_____

_____

_____

_____

Trade Partner: _____

_____

_____

_____

_____

5. Execution

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Trade Partner)	_____
_____ (Signature)	_____ (Signature)
_____ (Print Name)	_____ (Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Appendix

ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

APPENDIX

STANDARDS. The Trade Partner and PG&E agree that the American National Standards Institute (ANSI) Business Data interchange Standards (currently ANSI X12) shall be the standards for the exchange of EDI transmissions between the parties.

Non-electronically transmitted documents will be sent by certified, registered or first class mail or special delivery, postage prepaid.

DOCUMENTS. Documents include, but are not limited to, the following transaction(s):

Transaction Set Number	Document Name or Description
	-
	-
	-
	-

GUIDELINES

Maintenance of Document Log. Each of the parties agrees to maintain a complete document log of all communications sent and received to and from the other party without any modification. Documents contained in such document logs shall be retrievable in readable form. Each party shall store said document log for a period of four years and shall make it available to the other party upon request.

THIRD PARTY SERVICE PROVIDERS

Trade Partner:

Name _____ Address _____ Telephone No. _____

Pacific Gas and Electric Company:

Name _____ Address _____ Telephone No. _____

ALLOCATION OF PROVIDER COSTS Each party shall, at its own expense, arrange with a third party "value added network" (VAN) for an electronic mailbox (mailbox) to which documents can be transmitted by the other party. The parties may change their VAN and mailbox upon 30 days prior written notice to the other party. Trade Partner and PG&E agree that each party will pay its respective costs for their mailbox, the services of a VAN and any other fees, charges, or costs relating to each party's respective use of EDI and the transmission of documents to the other party's mailbox. In the event that either party terminates this Agreement or ceases to use EDI, such party shall not become responsible as a result of such termination or otherwise for the other party's expenses relating to the use of EDI.

SECURITY PROCEDURES Each party shall properly use such security procedures, including any specified below and incorporated hereto by this reference, as are reasonably necessary to insure that all transmissions of documents are authorized and to protect business records and data from improper access by third parties

_____

_____

_____

_____

_____

EXISTING AGREEMENTS

_____

_____

_____

_____

_____

TERMS AND CONDITIONS FOR TESTING PERIOD. To facilitate the process of evaluating the feasibility of the EDI service, Trade Partner and PG&E may enter into a test of the EDI service.

By entering into a test, PG&E and Trade Partner agree to the following:

1. Test Period: The test period will be for a period of one hundred eighty (180) days or less and will commence with the date of the initial transmission of documents from PG&E to the Trade Partner's electronic mailbox.
2. Test Accounts: Trade Partner agrees to convert six (6) to twenty (20) of their PG&E customer accounts for the purpose of this test. Trade Partner understands and agrees that this conversion could necessitate the removal of these accounts from other optional billing or payment programs offered by PG&E.
3. Transaction Sets Each party agrees to send and receive test documents using the transaction sets listed in the "Documents" section of this Appendix.
4. Personnel Services PG&E will provide, without charge, a maximum of sixteen (16) hours of assistance to the Trade Partner's designated EDI technical support staff. Upon Trade Partner's request, PG&E is willing to provide additional assistance beyond the initial sixteen (16) hours, at the rate of $_____per hour. Trade Partner will be billed monthly for services rendered hereunder. Each invoice wilt be payable upon receipt.
5. Termination The test may be terminated by either party at any time by giving written notification to the person(s) listed in Section 4.11.3 of this agreement and will be effective upon receipt.

Electric Sample Form No. 79-875 Sheet 1

Application and Agreement for Electric and/or Natural Gas Facilities Where Full Advance Payment Is Required

Rule 13 - Temporary Service

Please Refer to Attached Sample Form

DISTRIBUTION
☐ Customer (Original)
☐ Division
☐ _____
☐ _____

REFERENCE
Premises#:_____
CDx/Acct#:_____
_____
_____
_____

APPLICATION AND AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS FACILITIES WHERE FULL ADVANCE PAYMENT IS REQUIRED
Rule 13 - Temporary Service

To Pacific Gas and Electric Company:

The undersigned Applicant hereby requests you to deliver ❑electric energy and/or ❑ natural gas to and for the equipment hereinafter described, at the location shown on Exhibit A, in accordance with the applicable rates and rules of PG&E.

In consideration of PG&E's acceptance of this application and the installation of facilities to supply temporary electric and/or natural gas service, Applicant hereby agrees to the following:

1. PG&E has made available for inspection its applicable rates and rules. Applicant agrees to comply therewith, and with any changes or modifications thereof which may be authorized from time to time by the Public Utilities Commission of the State of California
2. Applicant's attention has been directed to the rate schedules applicable to the service herein described, and Applicant has elected to take and pay for service under Schedule _____for a maximum period of _____months. As specified in this schedule, Applicant elects the following optional provisions:
3. Applicant agrees to pay, in advance to PG&E, prior to the installation thereof, the estimated cost installed plus the estimated cost of removal, less the estimated salvage of the facilities installed to provide the service herein applied for, which cost is agreed to be the sum of _____Dollars ($_____).
4. The amount of refund upon reclassification of Applicant's facilities from temporary to permanent will be made on the basis of the extension and/or service rule in effect at the time temporary service is reclassified to permanent. No interest shall be paid on any amount advanced.
5. Applicant hereby grants to PG&E a right-of-way for any electric and/or natural gas lines which it may be necessary to build in, on, under or over Applicant's premise for the purpose of making delivery hereunder. Where Applicant requests facilities which are in addition to, or in substitution for, the standard facilities which PG&E normally would install, the extra cost thereof shall be paid by Applicant under the provisions of PG&E's Gas or Electric Rule 2.
6. In the event Applicant, prior to reclassification, materially increases or decreases his electric service and/or natural gas requirements from those installed hereunder and a change is made in PG&E's facilities, settlement shall be made for the installation and removal cost of the facilities removed. A new temporary service agreement shall be entered into providing for the modified service required by Applicant.
7. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

APPLICATION AND AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS FACILITIES WHERE FULL ADVANCE PAYMENT IS REQUIRED
Rule 13 - Temporary Service

ELECTRIC EQUIPMENT TO BE SERVED	PHASE	K.V.A.	K.W.	H.P.
LIGHTING				
POWER				

Electric Service Voltage _____Volts Electric Load_____kW Est. Max.

Demand_____kW

Electric Main Service Rating _____amperes

Natural Gas Load:

Gas Load _____Btu/hr. Gas Delivery Pressure _____psia

Print Customer Name: _____

Title (if applicable): _____

Signature::_____Date: _____

Electric Sample Form No. 79-936
Deed of Conveyance

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DEED OF CONVEYANCE

DISTRIBUTION

- ☐ Grantor
- ☐ PG&E Land
- ☐ PG&E Division
- ☐ _____

REFERENCES

PM#:_____

BD#:_____

SA#:_____

_____ (Grantor or Grantors), does hereby grant, bargain, sell and convey to **PACIFIC GAS AND ELECTRIC COMPANY** (PG&E), a California Corporation, Its successors and assigns, free and clear of all liens and encumbrances, those certain _____facilities

(Gas/Electric, O.H./U.G. Transmission/Distribution/Communication)

now installed on or adjacent to Grantor's premises located at _____ _____, County of _____, State of California, together with all necessary rlghts-of-way and easements therefor, in the locations shown and delineated upon the sketch attached hereto and made a part hereof and particularly described thereon.

Grantor(s) agrees to execute such other documents as PG&E may require to enable it to record the rights-of-way and easements above granted.

This Deed of Conveyance shall be governed by and construed In accordance with the laws of the State of California. This form 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.

IN WITNESS WHEREOF, Grantor(s) have executed this Deed of Conveyance this _____ day of _____, 20____.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Grantor	_____
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-937
Assignment Agreement

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

ASSIGNMENT AGREEMENT*

DISTRIBUTION

- ☐ Assignor)
- ☐ Assignee
- ☐ Division
- ☐ Accounting
- ☐ _____

REFERENCES

MLX#: _____

_____

_____

_____

_____ (Assignor),

the _____ referred to in that certain agreement(s) dated
(*Applicant, customer, subdivider, etc.*)
_____ with **PACIFIC GAS AND ELECTRIC COMPANY** (PG&E), a copy of which

is attached hereto, relating to the _____

_____
(*Describe work or service performed*)
at or near _____, County of _____, California,
and _____ (Assignee), agree as follows:

Check and complete one of the following applicable conditions:

☐ Assignor assigns to Assignee effective _____, all of Assignor's rights in and under said agreement and delegates to Assignee all of Assignor's duties and obligations of the agreement. Assignee hereby accepts this assignment and agrees to assume all of Assignor's duties and obligations in and under said agreement. This assignment includes, but is not limited to, all of Assignor's rights to any applicable refunds of the Advanced specified in the agreement, less any charges which are due or may become due under the terms of the agreement.

☐ Assignor hereby assigns effective _____to Assignee all of Assignor's rights to any refunds of the advance specified in Section _____ of such agreement less any cost-of-ownership charges which are due or may become due under the terms of the agreement. The current unrefunded balance is $_____, which may become payable under such agreement. The payment of any such adjusted refunds by PG&E shall be made to Assignee. All other provisions of such agreement shall remain in full force and effect between Assignor and PG&E.

Executed on: _____, 20 ___

at _____

_____
Assignor

By:_____
Its:

Executed on: _____,20 ___

at _____

_____
Assignee

By_____
Its:

Pacific Gas and Electric Company hereby consents to the foregoing assignment.

Dated _____, 20____

PACIFIC GAS AND ELECTRIC COMPANY

BY:_____
Its:

* 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-938 Sheet 1
Customer-Owned Streetlights PG&E Pole Contact Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

- ☐ Applicant
- ☐ PG&E Division
- ☐ Tariffs Interpretations
- ☐ _____

REFERENCES

JOB #:_____

_____

_____

_____

CUSTOMER-OWNED STREETLIGHTS PG&E POLE CONTACT AGREEMENT

_____(Applicant) has elected to enter into this Agreement with PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E).

PG&E owns, operates and maintains overhead electric distribution facilities located in geographic areas within the political jurisdiction of Applicant.

Applicant desires to enter into an agreement with PG&E that will (a) allow having that portion of the Applicant's existing streetlights to contact PG&E's distribution poles, and (b) specify conditions for future installation, operation, maintenance, use or removal of Applicant's streetlights. PG&E is willing to permit Applicant to have such pole contacts under the following terms and conditions:

1. **POLE CONTACT PERMISSION**.

   a. **Existing Streetlights** PG&E hereby gives Applicant general permission under the terms and conditions herein stated to contact, replace, operate, maintain, and use existing luminaires, lamps, photocells, support arms and service wiring facilities (hereinafter Equipment) installed on poles owned by PG&E or jointly owned by PG&E and others. Such permission covers all existing lights owned by the Applicant that are mounted on PG&E-owned poles, based on the most current billing records as of the date of this Agreement. However, specific permission for such streetlights must be in the form of pole Contact Permits for specific locations.

   b. **New Streetlights**. Applicant or Its contractor shall not install any new or additional equipment on PG&E's poles without first securing PG&E's written approval in the form of a Contact Permit for specific locations. Within thirty (30) days of receipts of the application, PG&E will either grant the permit or deny the permit and specify why the action cannot be taken. Upon the receipt of each such approved Contact Permit, Applicant shall have the right to install, operate, maintain and use the additional equipment on the poles specified in such permit and under the terms and conditions specified in this Agreement, (thereafter included as Equipment), which shall be considered a part of each such permit without regard to whether this Agreement Is referred to in each Contact Permit.

2. **POLE CONTACT PERMITS**. PG&E will provide Contact Permits in the form attached and marked Exhibit A to Applicant for the specific locations involved, and shall charge no pole contact fee for each electric distribution pole covered under this contact Agreement unless such a fee Is permitted in the future under authorization by the California Public Utilities Commission (Commission).

3. **PRIOR POLE CONTACT AGREEMENT**. This Agreement shall supersede any previous pole contact agreement between PG&E and the Applicant insofar as it may pertain to street lighting.

4. **PG&E REQUIREMENTS**. Facilities installed under this Agreement shall be subject to all of the provisions of the General Orders of the Commission, and PG&E's applicable tariff schedules on file with and authorized by the Commission and further shall at all times be subject to such changes or modifications as the Commission may, from time to time, direct in the exercise of Its jurisdiction.

5. **SERVICE DELIVERY**. PG&E will supply electrical energy and service to streetlight equipment owned by Applicant in accordance with the provisions of rate Schedule LS-2 for customer-owned street and highway lighting.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

6. **WORK ON POLES**. Any person working on applicant-owned Equipment mounted on PG&E owned poles must be qualified to work on such Equipment in the vicinity of PG&E's energized conductors (i.e., Qualified Electrical Worker or performing work under the supervision of a Qualified Electrical Worker. See Title 8, Electrical Safety Orders, Section 2949). Any contractor used by Applicant to perform work on the Equipment contacting PG&E's distribution facilities shall be one previously approved by PG&E as qualified to perform such work, and shall meet the insurance requirements outlined in this Agreement. Upon request, PG&E will supply a list of approved contractors to Applicant.

   All work on Applicant's Equipment installed on PG&E's poles shall be performed by Applicant's personnel or contractor operating from either a ladder or bucket truck. Direct climbing of PG&E-owned poles by Applicant's personnel or contractor is prohibited, unless access requires pole climbing by Applicant's authorized personnel qualified to climb.

7. **SAFETY PRECAUTIONS**. Applicant and PG&E shall perform all work in compliance with applicable federal, state and local laws, rules and regulations. Applicant shall inform all persons doing work on PG&E's facilities and insure that all work of non-PG&E employees is planned and conducted in a manner to safeguard persons and property from injury. Work performed in areas adjacent to PG&E's energized electric facilities also shall be performed in accordance with PG&E's established safety rules and practices, as shown on PG&E's Engineering Standard identified as Exhibit B attached, or as directed by PG&E. In no case shall Applicant have work performed above the height of the 120/240 volt secondary conductors on PG&E's facilities.

8. **INSURANCE REQUIREMENTS**. Applicant shall provide evidence to PG&E of insurance or self-insurance to secure the payment of Worker's Compensation in compliance with the Labor Code of California and, where applicable, shall secure payment of liability under any other similar applicable law. Upon request. Applicant shall provide PG&E evidence of insurance or self-insurance and shall cause any contractor performing work under this Agreement to procure end maintain in effect during the term of his work bodily injury liability insurance with limits of not less than $2,000,000 combined single limit (including automobile) for bodily injury and property damage as a result of any one occurrence. Such contractor's insurance must be satisfactory to PG&E and shall guarantee Applicant's performance of the above indemnity obligation and shall also be endorsed to (a) include PG&E as an additional named insured insofar as this Agreement is concerned, (b) contain a cross-liability clause, and (c) provide that written notice shall be given to PG&E at least thirty (30) days prior to cancellation or material change in the form of such policies or endorsements. Upon request, Applicant will furnish PG&E with original copies of the policies and endorsements, PG&E shall have the right to inspect the original policies of such insurance.

9. **REARRANGEMENT FOR INSTALLATION**. If any rearrangement of or addition to PG&E's existing electric distribution facilities is required to permit Applicant to install Equipment on PG&E's poles, PG&E shall notify Applicant of the nature and PG&Es estimated cost of such work. If Applicant finds such cost acceptable, it shall notify PG&E by letter, including a purchase order number or equivalent authorization to reimburse PG&E for the cost of such work. PG&E shall, thereafter, complete the work within a reasonable time and bill Applicant.

10. **OTHER REARRANGEMENTS**. Should PG&E find it necessary to perform any work (removal, replacement or relocation) on its distribution poles on which Applicant maintains its Equipment, and such work is (a) requested by local governmental agencies, (b) requested by the State of California Department of Transportation (CalTrans), (c) needed to replace deteriorated poles, (d) caused by an emergency (storm damage, accidents, etc.), or (e) caused by the actions of a third party or parties outside of PG&E's control, Applicant shall, at its own expense, rearrange its Equipment as necessary, or remove, relocate, replace, or transfer its Equipment to substitute poles, if available, as designated by PG&E. PG&E will give Applicant thirty (30) days written notice for such necessary work, except in the case of an emergency, said notice may be delayed but for not more than (10) days after commencement of the emergency work. In the event that Applicant does not perform its work prior to

PG&E's scheduled work, or in cases of emergency, PG&E may at the expense of Applicant perform such work or other associated work in connection with the Equipment that may be required for the operating needs of PG&E.

11. **SERVICE CONNECTION/DISCONNECTION**. Connection or disconnection of Applicant's service wires to PG&E's secondary conductors will be performed only by PG&E. This work shall be performed at Applicant's expense based on the flat cost table attached as Exhibit C. This table is subject to change and use by PG&E annually under this agreement, without formal amendment to this Agreement.

12. **EQUIPMENT REMOVAL** Applicant or its contractor may remove its Equipment from any poles hereunder upon giving ten (10) days advance written notice to PG&E; provided, however, in case of an emergency, said notice may be delayed but for not more than (10) days after commencement of the emergency work. Such notice shall be given by executing a Notice of Contract Removal in the form attached hereto as Exhibit D.

13. **EQUIPMENT ABANDONMENT**. Abandonment of any Equipment under this Agreement, at a location by Applicant shall terminate all of its rights and privileges at that location. Abandonment shall be presumed if any Equipment is not used for a three (3) month period, unless Applicant notifies PG&E in writing of a specific temporary period of disuse of its Equipment. In such instances, the Equipment will not be considered abandoned until three (3) months after the temporary disuse period has lapsed. After the expiration of such period, PG&E shall have the right to remove and retain possession of the Equipment, provided that at least thirty (30) days prior to such removal or possession, PG&E has mailed to Applicant written notice of its intention, and Applicant has neither responded nor commenced using the Equipment. PG&E has the right to collect from Applicant all expenses incurred for removal of such Equipment. Equipment shall not be considered in disuse for any period in which it is inoperable due to failure of electrical service to it, or failure of any component requiring repair or replacement until a reasonable opportunity has been given to Applicant to effect the repair or replacement. Nor shall Equipment be considered disused if It becomes inoperable and this condition is not made known to the Applicant in a timely manner.

14. **INDEMNIFICATION**. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of parson, including but not limited to employees of PG&E, Applicant, or any third party, or any damage to property, including but not limited to, property of PG&E, Applicant, or any third party, arising out of or in any way connected with the performance of this Agreement and any and all construction activities however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will pay any cost that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

15. **GENERAL WAIVER**. Should either party fail to enforce any specific provision of this Agreement, it shall not be deemed a general waiver or relinquishment by that party of any provision in this agreement-

16. **PAYMENT FOR WORK.** Any amount due from Applicant to PG&E for work performed under the provisions of this Agreement are payable in advance of PG&E commencing work, however, where prohibited by law, Applicant may pay the amount within a period of (30) days after the work Is completed.

17. **TERM OF AGREEMENT**. Notwithstanding any other provisions hereof, this Agreement shall be and remain in effect for an initial period of ten (10) years from the date of this Agreement, and shall extend thereafter for successive terms of one (1) year each, unless otherwise terminated by either party on not less than twelve (12) months advance written notice to the other party at the expiration of the initial or any subsequent term.

18. **OBLIGATION AFTER TERMINATION**. Any termination of Applicant's rights end privileges under this Agreement shall not relieve Applicant of any obligations, whether of indemnity or otherwise, which has accrued prior to such termination or completion of removal of Applicant's equipment, whichever Is later, or which arises out of an occurrence happening prior thereto.

19. **ASSIGNMENT**. Applicant may assign this Agreement, in whole or part, only if PG&E consents in writing and the party to whom the Agreement Is assigned (Assignee) agrees in writing to perform the obligations of Applicant hereunder and to be bound by this Agreement in all respects. Assignment of this Agreement shall not release Applicant from any of the obligations under this Agreement unless such a release is specifically agreed to in writing this Agreement unless such a release is specifically agreed to in writing by PG&E and the Assignee. Such assignment, unless otherwise, provided therein, shall be deemed to include Applicant's right to any refunds then unpaid or which may thereafter become payable.

20. **COMMISSION JURISDICTION**. This Agreement shall be subject to all of PG&E's tariff schedules on file with and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction. These may include, but are not limited to changes or modifications to monthly cost of ownership charges (higher or lower percentage rates), extension rules, and rate schedules.

Execution Date: _____, 20__

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Applicant)	
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Applicant's Mailing Address

_____
_____
_____
_____

Attachments
- Exhibits A – Contact Permit Form
- Exhibits B – Engineering Standards
- Exhibits C – Flat Cost Table
- Exhibits D – Notice of Contract Removal

CUSTOMER-OWNED STREETLIGHTS
PG&E POLE CONTACT AGREEMENT

Exhibit A – Contact Permit

To: _____ Number: _____

_____ Division: _____

Date: _____

Permission is requested to place attachments on the poles designated below in accordance with the terms and conditions of the agreement between _____ and Pacific Gas and Electric Company dated _____

Date Checked: _____ _____

By:_____ By: _____

THE ABOVE PERMISSION IS HEREBY GRANTED

Date Checked: _____ Date: _____

By: _____ _____

By: _____

Number of poles contacted under this Permit _____ Annual Rental $ _____

each or $ _____

261610

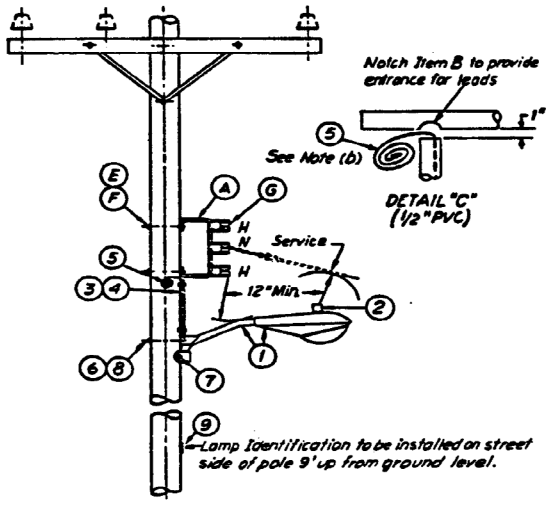

FIG. 4
Installation with Extended Rock Construction with Service Drop Present

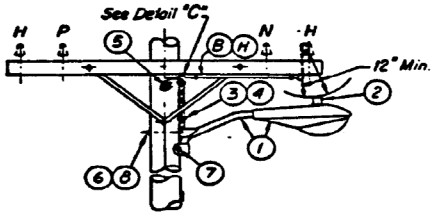

FIG. 5
Installation with No Service Drops Present (See Note (a))

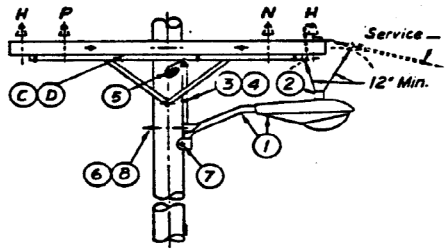

FIG. 6
Installation with Service Drops Present

MATERIAL: FURNISHED AND INSTALLED BY THE CUSTOMER

ITEM	DESCRIPTION
1	Luminaire and mounting bracket
2	Photoelectric Relay, Twist Lock Type
3	Conduit, 1/2", PVC, Schedule 80
4	Staple, Galvanized 2 1/4" x 25/32" x 3/16"
5	Wire, #10, Solid Copper, PVC, 600 V.
6	Bolt, Mach. 5/8" x 10" Length
7	Lag Screw, 1/2" x 4" Length
8	Washer, 2 1/4" Sq., 5/8" Bolt Size
9	Identification

MATERIAL: FURNISHED AND INSTALLED BY P. G. & E.

ITEM	DESCRIPTION	DRAWING Number	DRAWING Part	CODE
A	Rock, Extended, Secondary, 3-Spool	015187	1	31-6054
B	Conduit, 1/2", PVC, Schedule 40	021924		36-0368
C	Conduit 2", PVC, .100" Wall Thickness			36-0234
D	Plumbers Tape, Galvanized			17-6024
E	Bolt, Mach. 5/8" x Length as req'd.	058778		
F	Washer, 2 1/4" Sq., 5/8" Bolt Size			19-5286
G	Connector, Alum., H-Type Compression ●	041010		30-5842
	Connector, Alum., H-Type Compression ▲			30-5843
	Connector, Cu, Split Bolt (For Cu Secondary to #10 Cu.)	015020		
H	Staple, Galvanized	021924		19-7156

● For 1/0 Aluminum or ACSR Secondary to #10 Cu.
▲ For Aluminum Secondary Larger than 4/0 to #10 Cu. Make up tail of #10 Cu. to 1/0 Aluminum with a Code 30-5842 connector and insert end of 1/0 Aluminum in appropriate PG Clamp taken from Dwg. 028852.

NOTES:
(a) Construction shown in Fig. 5 is applicable when no end-of-arm service takeoffs are present or contemplated.

(b) Customer will leave sufficient conductor at this point to reach secondary conductors. P.G. & E. will install it in underarm bus and make secondary connection.

(c) All construction must comply to G.O. 95 (Rules For Overhead Line Construction) of the State of California Public Utilities Commission.

AUTHORIZED MUNICIPALLY OWNED INSTALLATIONS (120 VOLT OPERATION)

APPROVED BY		REV.	DATE	DESCRIPTION	SUPV.	DWN.	CHKD.	APVD.
	PKK.	10	4-24-87	Revised Items 4, C, D and H		K.G.		
	JLB	9	11-23-82	Chgd Dwg No. Items E and F. Rev Fig 5 & 6 min clearance.		K.L.	D.L.H.	
	WBS	8	12-9-77	New Sheet. Former Sh. 4 made Sh. 5.		K.L.	D.L.H.	
	HJS							

DM
SUPV. F.F.Y.
DSGN.
DWN. K.L.
CHKD.
G.K.
DATE 1-20-47
SCALE —

ENGINEERING STANDARD

STREET LIGHT INSTALLATIONS ON WOOD POLES

DEPARTMENT OF ENGINEERING
PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA

SUPERSEDES
SUPERSEDED BY
SHEET NO. 3 OF SHEETS
DRAWING NUMBER 015132
REV. 10
MICROFILM

CUSTOMER-OWNED STREETLIGHTS
PG&E POLE CONTACT AGREEMENT

Exhibit C – Flat Cost Table

CUSTOMER OWNED STREET LIGHTS ON PG&E-OWNED POLES
RATE SCHEDULE LS-2

Description	Charges
1. New Service Connection (single trip) - Load Less Than 2000 Watts	
2. Temporary Disconnect and Reconnect Service Wires (double trip)	
a. First light located within a single city or lighting district	
b. Each additional light located within a single city or lighting district worked at the same	
3. Relocation (remove and reinstall street light fixture, support arm, wiring, etc.) on wood pole (single trip)	
a. First light located within a single city or lighting district	
b. Each additional light located within a single city or lighting district worked at the same	
4. Permanent Disconnection: (single trip)	
a. Light installed 5 years or more	N/C
b. Light installed less than 5 years	
1) First light located within a single city or lighting district	
2) Each additional light located within a single city or lighting district worked at the same	

Note:

1. All charges shown above are subject to change annually by PG&E.
2. For connection and other charges for customer-owned streetlights NOT on PG&E-owned poles, refer to the special conditions of Schedule LS-2.

CUSTOMER-OWNED STREETLIGHTS
PG&E POLE CONTACT AGREEMENT

Exhibit D – Notice of Contact Removal

To: _____ Number: _____

_____ Division: _____

Date: _____

The attachment on the poles designated below, as covered by Contact Permit No. _____ issued in accordance with the terms and conditions of the agreement between _____ _____ and Pacific Gas and Electric Company dated _____, have been removed.

Date Checked: _____ _____

By:_____ By: _____

(Title)

CONTACT REMOVAL ACKNOWLEDGED

Date Checked: _____ Date: _____

By: _____ _____

By: _____

Number of poles vacated under this removal notice _____ Pay Free

Exchange Area _____

Electric Sample Form No. 79-948 Sheet 1
Electric Service Provider (ESP) Service Agreement

Please Refer to Attached
Sample Form

ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT

This Electric Service Provider (ESP) Service Agreement (this "Agreement") is made and entered into as of this ____ day of _____, _____, by and between "_____ _____" ("ESP"), a _____ _____ organized and existing under the laws of the state of _____, and "Pacific Gas and Electric Company" ("PG&E"), a corporation organized and existing under the laws of the state of California. From time to time, ESP and PG&E shall be individually referred to herein as a "Party" and collectively as the "Parties."

Section 1: General Description of Agreement

1.1 This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which ESP shall offer electrical energy services, including, but not limited to, account maintenance and billing services, electrical meter installation, meter reading services and/or any other services that may be approved by the California Public Utilities Commission ("CPUC") in Direct Access transactions with customers in PG&E's service territory ("Direct Access Services"). Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers. Except where explicitly defined herein (including Attachment A hereto) the definitions controlling this Agreement are contained in PG&E's applicable rules or in the relevant direct access tariff.

1.2 The form of this Agreement has been developed as part of the CPUC regulatory process, was intended to conform to CPUC directions, was filed and approved by the CPUC for use between PG&E and ESPs and may not be waived, altered, amended or modified, except as provided herein or in the relevant direct access tariff, or as may otherwise be authorized by the CPUC.

Section 2: Representations

2.1 Each Party represents that it is and shall remain in compliance with all applicable laws and tariffs, including applicable CPUC requirements.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

2.2 Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she has authority to bind the entity on whose behalf this Agreement is executed.

2.3 Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

2.4 Each Party shall (a) exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

Section 3: Term of Service

The term of this Agreement shall commence on the date of execution by both Parties hereto (the "Effective Date") and shall terminate on the earlier of (a) the date ESP informs PG&E that it is no longer operating as an ESP in PG&E's service territory; (b) the earlier termination pursuant to Section 4 hereof; or (c) the effective date of a new ESP Service Agreement between the Parties hereto. Notwithstanding the Effective Date of this Agreement, the ESP acknowledges that it may only offer Direct Access Services to customers effective January 1, 1998, or such other date as may be directed by the CPUC for commencement of such services by ESPs, and only after it has complied with all provisions of this Agreement and PG&E's applicable tariffs.

Section 4: Events of Default and Remedy for Default

4.1 An Event of Default under this Agreement shall include either Party's material breach of any provision of this Agreement, including those incorporated by reference herein, and failure to cure such breach within thirty (30) calendar days of receipt of written notice thereof from the non-defaulting Party; or such other period as may be provided by this Agreement or PG&E's direct access tariff.

4.2 In the event of such an Event of Default, the non-defaulting Party shall be entitled (a) to exercise any and all remedies available under PG&E's direct access tariff; (b) to the extent not inconsistent with PG&E's direct access tariff, to exercise any and all remedies provided for by law or in equity; and (c) in the event of a material Event of Default, to terminate this Agreement upon written notice to the other Party, which shall be effective upon the receipt thereof.

4.3 Breach by any Party hereto of any provision of PG&E's direct access tariff shall be governed by applicable provisions contained therein and each Party will retain all rights granted thereunder.

Section 5: Billing, Metering and Payment

5.1 Billing options and metering services which are available to ESP shall be as described in PG&E's direct access tariff, as stated in PG&E's Electric Rule 22. Billing and metering options applicable to a particular customer shall be designated in the Direct Access Service Request submitted by the ESP for such customer.

5.2 PG&E will bill and the ESP agrees to pay PG&E for all services and products provided by PG&E in accordance with the terms and conditions set forth in PG&E's direct access tariff, as stated in PG&E's Electric Rule 22 and PG&E's rate schedules. Any services provided by the ESP to PG&E shall be by separate agreement between the Parties and are not a subject of this Agreement.

Section 6: Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' 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, except as provided for in this Section. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability, except in the event of an action covered by the Indemnification provisions of Section 7 of this Agreement, in which event this Section 6 shall not be applicable.

Section 7: Indemnification

7.1 To the fullest extent permitted by law, and subject to the limitations set forth in Section 6 of this Agreement, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party, and its current and future direct and indirect parent companies, affiliates and their shareholders, officers, directors, employees, agents, servants and assigns (collectively, the "Indemnified Party") and at the Indemnified Party's option, the Indemnifying Party shall defend the Indemnified Party from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including, but not limited to, the Indemnified Party's employees and its affiliates' employees, subcontractors and subcontractors' employees, or any other liability incurred by the Indemnified Party, including reasonable expenses, legal and otherwise, which shall include reasonable attorneys' fees, caused wholly or in part by any negligent, grossly negligent or willful act or omission by the Indemnifying Party, its officers, directors, employees, agents or assigns arising out of this Agreement, except to the extent
caused wholly or in part by any negligent, grossly negligent or willful act or omission of the Indemnified Party.

7.2 If any claim covered by Section 7.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in, and unless in the opinion of counsel for the Indemnified Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

7.3 The Indemnifying Party's obligation to indemnify under this Section 7 shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

Section 8: Assignment and Delegation

8.1 Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 8 shall be void.

8.2 Notwithstanding the provisions of this Section 8, either Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Party, and shall provide the other Party with thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Party shall reasonably require, and provided further that each Party may subcontract its obligation to provide Metering or Meter Reading Services under this Agreement only to subcontractors who have complied with all certification or registration requirements described in applicable law, CPUC rules and PG&E's direct access tariff . If either Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

Section 9: Independent Contractors

Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 8 of this Agreement) as an independent contractor.

Section 10: Entire Agreement

This Agreement consists of, in its entirety, this Electric Service Provider Service Agreement and all attachments hereto, all Direct Access Service Requests submitted pursuant to this Agreement and PG&E's direct access tariff. This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties.

Section 11: Nondisclosure

11.1 Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving Party shall, upon termination of this Agreement or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.

11.2 Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

Section 12: Enforceability

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

Section 13: Notices

13.1 Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) U.S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt to the Parties as follows:

If the notice is to ESP:

Contact Name: _____

Business Address: _____

_____

_____

Facsimile: _____

If the notice is to PG&E:

Contact Name: _____

Business Address: _____

_____

_____

_____

13.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

13.3 Each Party shall designate on Attachment A the person(s) to be contacted with respect to specific operational matters relating to Direct Access service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

Section 14: Time of Essence

The Parties expressly agree that time is of the essence for all portions of this Agreement.

Section 15: Dispute Resolution

15.1 The form of this Agreement has been filed with and approved by the CPUC as part of PG&E's applicable tariffs. Except as provided in Section 15.2 and 15.3, any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of PG&E's obligations hereunder (including the performance of Billing Services, Metering Services and MDMA Services by PG&E) shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution. Should such a dispute arise, the parties shall be required to meet and confer in an effort to resolve their dispute. Pending resolution, the Parties shall proceed diligently with the performance of their respective obligations under this Agreement, except if this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within a reasonable period of time, the matter shall, upon demand of either Party, be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes.

15.2 Any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of the ESP's obligations hereunder (including the performance of Billing Services, Metering Services and MDMA Services by the ESP) shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution. Should such a dispute arise, the parties shall be required to meet and confer in an effort to resolve their dispute. Pending resolution,

the Parties shall proceed diligently with the performance of their respective obligations under this Agreement, except if this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within a reasonable period of time, the parties may mutually agree to pursue mediation or arbitration to resolve such issues.

15.3 Notwithstanding the provisions of Paragraph 15.1 and 15.2 above: (a) all disputes between the Parties relating to the payment by the ESP of any PG&E fees or charges shall be subject to the provisions of PG&E's applicable tariffs governing disputes over customer bills; (b) all disputes between the Parties regarding Competition Transition Charges payable by direct access customers or the ESP on behalf of such customers shall be subject to the provisions of PG&E's applicable tariffs; and (c) PG&E may pursue available remedies for unauthorized electrical use by the ESP in a court of competent jurisdiction.

15.4 If the dispute involves a request for damages, parties are notified that the Commission has no authority to award damages. To resolve such issues, the parties may mutually agree to pursue mediation or arbitration to resolve such issues, or if no agreement is reached, to pursue other legal remedies that are available to the parties.

Section 16: Applicable Law and Venue

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the CPUC is the initial proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

Section 17: Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon the Party so affected giving written notice and reasonably full particulars of such force majeure to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as

they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. In the event of force majeure, as described herein, both Parties shall take all reasonable steps to comply with this Agreement and PG&E's applicable tariffs despite occurrence of a force majeure event.

Section 18: Unauthorized Use of Energy (Energy Theft)

18.1 The ESP represents and warrants that for each of its Customers, and at all times during which it provides Direct Access services as an Electric Service Provider, the ESP shall completely, accurately, and in a timely manner account for each of its Customer's loads with a duly authorized Scheduling Coordinator. Load data not accounted for in this manner may provide grounds for termination of this Agreement. For verification purposes only, PG&E shall have complete access to the identity of the Scheduling Coordinator and the load data provided to it by the ESP. Such information is to remain confidential, and shall not be disclosed to any unauthorized person.

18.2 PG&E shall notify the ESP immediately and the ESP shall notify PG&E immediately of any suspected unauthorized energy use. The Parties agree to preserve any evidence of unauthorized energy use. Once unauthorized energy use is suspected, PG&E, in its sole discretion, may take any or all of the actions permitted under PG&E's applicable tariffs.

Section 19: Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

Section 20: Conflicts Between this Agreement and PG&E's Direct Access Tariff

Should a conflict exist or develop between the provisions of this Agreement and PG&E's direct access tariff, as approved by the CPUC, the provisions of PG&E's direct access tariff shall prevail.

Section 21: Amendments or Modifications

21.1 Except as provided in Section 21.2, no amendment or modification shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade.

21.2 This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction, and the Parties may amend the Agreement to conform to changes directed or necessitated by the CPUC. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, ESP may elect to terminate this Agreement upon written notice to PG&E, which shall be effective upon the receipt thereof. PG&E retains the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in PG&E's rates, charges, classification, service or rules, or any agreement relating thereto.

Section 22: Billing Options Offered to End-Use Customers by ESP

Check which billing options (as described in PG&E's direct access tariff) ESP intends to provide its Customers under this Agreement.

_____ **Consolidated Billing by PG&E.**

_____ **Consolidated Billing by the ESP.**

If ESP is selecting this billing option, (a) ESP must submit a credit application on the form supplied by PG&E; and (b) the only method for notifying ESP of PG&E charges will be electronic.

_____ **Separate PG&E and ESP Bills.**

ESP may change these elections from time to time in compliance with the relevant direct access tariff upon prior written notice to PG&E. The Direct Access Service Request (DASR) for each Direct Access customer will specify which billing option will apply to that customer. If ESP specifies in any DASR any billing option that has not been checked above, the DASR will be rejected.

Section 23: Meter Options Offered to End-Use Customers by ESP

Check which meter options (as described in PG&E's direct access tariff) ESP will offer for some or all of its Customers served under this Agreement.

_____ ESP will provide Hourly Meters.

_____ ESP will offer Hourly Meter Installation Services.

_____ ESP will offer Hourly Meter Reading Services.

ESP may change these elections from time to time in compliance with PG&E's direct access tariff upon prior written notice to PG&E. The Direct Access Service Request (DASR) for each Direct Access customer will specify which metering option will apply to that Customer. If ESP specifies in any Direct Access Service Request any metering option that has not been checked above, the DASR will be rejected.

Section 24: Audits

24.1 PG&E and the ESP shall each retain such specific records as may be required to support the accuracy of meter data provided in their respective consolidated billings. When either Party reasonably believes that errors related to metering or billing activity may have occurred, a Party may request the production of such documents as may be required to verify the accuracy of such metering and consolidated billing. Such documents shall be provided within ten (10) business days of such request. In the event the requesting Party, upon review of such documents, continues to believe that the other Party's duty to accurately meter and provide consolidated billing for usage has been breached, the requesting Party may direct that an audit be conducted. PG&E and the ESP shall designate their own employee representative or their contracted representative to audit the other party's records.

24.2 Any such audit shall be undertaken by PG&E, the ESP, or their contracted representative at reasonable times without interference with the audited Party's business operations, and in compliance with the audited Party's security procedures. PG&E and the ESP agree to cooperate fully with any such audit.

24.3 Specific records to support the accuracy of meter data provided in the consolidated billings may require examination of billing and metering support documentation maintained by subcontractors. PG&E and the ESP shall include a similar clause in their agreements with their subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records related to consolidated billing to Direct Access Customers.

24.4 The auditing Party will notify the audited Party in writing of any exception taken as

a result of an audit. The audited Party shall refund the amount of any undisputed exception to the auditing Party within ten (10) days. If the audited Party fails to make such payment, the audited Party agrees to pay interest, accruing monthly, at a rate equal to the prime rate plus two percent (2%) of Bank of America NT&SA, San Francisco, or any successor institution, in effect from time to time, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of California. Interest will be computed from the date of written notification of exceptions to the date the audited Party reimburses the auditing Party for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then the audited Party shall reimburse the auditing Party for the cost of the audit.

24.5 This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

Section 25: Miscellaneous

25.1 Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and all its subsections; and (c) the words “include,” “includes,” and “including” when used in this Agreement shall be deemed in each case to be followed by the words “without limitation.” The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement

25.2 The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm or organization other than a Party or a successor or assignee of a Party to this Agreement.

25.3 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.

25.4 Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.

25.5 Each Party shall be responsible for paying its own attorneys' fees and other costs associated with this Agreement, except as provided in Sections 6 and 7 hereof. If a dispute exists hereunder, the prevailing Party, as determined by the CPUC, or as may otherwise be determined by the dispute resolution procedure contained in Section 15 hereof, if used, or by a court of law, shall be entitled to reasonable attorneys' fees and costs.

25.6 To the extent that the CPUC has a right under then-current law to audit either Party's compliance with this Agreement or other legal or regulatory requirements pertaining to Direct Access transactions that Party shall cooperate with such audits. Nothing in this Section shall be construed as an admission by either Party with respect to the right of the CPUC to conduct such audits or the scope thereof.

25.7 Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

On Behalf of ESP	**On Behalf of PG&E**
	PACIFIC GAS AND ELECTRIC COMPANY
Company	
Signature	Signature
Type or Print Name	Type or Print Name
Title	Title
Date	Date

ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT

ATTACHMENT A

A. Definitions:

Billing Services - The consolidated billing services described in PG&E's direct access tariff which are provided by PG&E and/or ESP.

Consolidated ESP Bill - The consolidated bill prepared and presented by ESP to an end-use customer which includes the customer's ESP Charges and PG&E Charges.

Consolidated PG&E Bill - The consolidated bill prepared and presented by PG&E to an end-use customer which includes the Customer's ESP Charges and PG&E Charges.

Direct Access Customer - An end-use customer located within PG&E's service territory who purchases Direct Access Services through the ESP.

ESP Charges - Charges for Direct Access Services provided by the ESP.

Metering Services - The meter installation, maintenance and related services described in PG&E's direct access tariff which are provided by PG&E and/or ESP.

Meter Reading Services - The meter reading and related services described in PG&E's direct access tariff which are provided by PG&E and/or ESP.

PG&E Charges - Charges (a) for services provided by PG&E; or (b) which are energy-related and which are approved by the CPUC or the Federal Energy Regulatory Commission (including any Competition Transition Charges or Fixed Transition Amount Charges owing to PG&E or its affiliates, as those terms are defined under the California Public Utilities Code). Fixed Transition Amount Charges are also referred to as Trust Transfer Amount (TTA) Charges.

B. Contact Persons (Section 13.3):

1. **Billing Services**

PG&E Contact: _____

ESP Contact: _____

2. **Metering and Meter Reading Services**

PG&E Contact: _____

ESP Contact: _____

C. Parties' Representatives (Section 15.1):

PG&E Representative: _____

Contact Name: _____

Business Address: _____

_____

_____

_____

ESP Representative: _____

Contact Name: _____

Business Address: _____

_____

_____

Electric Sample Form No. 79-954 Sheet 1
Departing Load Competition Transition Charge Agreement

Please Refer to Attached
Sample Form

DEPARTING LOAD COMPETITION TRANSITION CHARGE AGREEMENT

This is an agreement, between _____, (Customer), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), hereinafter referred to individually as (Party) and collectively as (Parties). This agreement will be herein referred to as "Agreement".

RECITALS

A. On December 20, 1995, the California Public Utilities Commission ("CPUC"), issued D. 95-12-063 (as modified by D. 96-01-009) which, among other things, authorized PG&E to collect retail transition costs associated with electric restructuring. In its order, the Commission ruled that the Competition Transition Charge ("CTC") will be nonbypassable and will apply to retail customers of record on or after December 20, 1995.

B. On September 23, 1996, Governor Wilson signed into law Assembly Bill (AB) 1890 (Statutes 1996, Ch. 854, codified primarily in various sections of the Public Utilities Code), which also affected the restructuring of the electric industry in California, including the collection of retail transition costs and other nonbypassable charges. Among other things, AB 1890 establishes:

(i) a nonbypassable CTC (Public Utilities Code Sections 367-368, 375-376);

(ii) certain exemptions to the CTC (Sections 372, 374);

(iii) nonbypassable charges for nuclear decommissioning (Section 379), recovery of Rate Reduction Bond principal, interest, and ongoing costs (Section 840(d)), and public purpose program costs (Sections 381-383) (hereinafter referred to as "other nonbypassable charges"); and

(iv) CTC responsibility for existing retail customers and for new electric consumers or loads located in PG&E's service territory as it existed on December 20, 1995, except for those new or incremental loads that might be met through a direct transaction and the transaction does not require the use of transmission or distribution facilities owned by PG&E (Section 369).

C. On June 11, 1997, the CPUC issued D. 97-06-060 adopting a CTC Procedure for Departing Loads (hereinafter referred to as the "Departing Load CTC") and accepting the Departing Load CTC as an amendment to PG&E's Electric Tariff Preliminary Statement.

D. Under the Departing Load CTC, customers that meet the requirements of Departing Load, as that term is defined in the Departing Load CTC Procedure, are required to make payments according to a Departing Load CTC Statement (which includes payments for CTC and other applicable nonbypassable charges) and to execute a Departing Load CTC agreement five days before such Customer discontinues or reduces purchases of electricity from PG&E and has its load or the reduced portion of its load met by an alternate supplier of electricity.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

E. Customer's premises and its current electrical load requirements are located at _____, County of _____, California. Customer's PG&E account number (if applicable) is _____.

AGREEMENT

In consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. Customer agrees that it is responsible for payment of its share of CTC and other nonbypassable charges as determined by the CPUC pursuant to Decision 97-06-060 and related orders in the Restructuring Proceeding.

2. Customer agrees to make ongoing monthly payments based on the Reference Period Load Profile described in customer's Departing Load CTC Statement (which includes payments for CTC and/or other applicable nonbypassable charges), a copy of which is attached hereto as Exhibit A, and assessed at the same rates of payment for CTC and/or other nonbypassable charges as are applicable each month under the electric rate schedule specified in that Departing Load CTC Statement, unless customer elects to supply reliable current metering information pursuant to the provisions in Section 5E of the Amended Preliminary Statement, and so indicates this election by initialing here:

   [ ] Customer elects to make CTC and/or other nonbypassable charge payments based on current metering information

   Customer shall pay to PG&E the monthly charge within 20 days of receipt of invoice.

3. Customer further agrees to make post-2001 CTC and/or other nonbypassable charge payments on either a final lump sum basis to become due and payable on or before April 1, 2002, or according to such other post-2001 periodic payments arrangements as are determined by a future CPUC proceeding addressing post-2001 CTC and other nonbypassable charge responsibility. Customer shall continue to pay all invoices to PG&E within 20 days of receipt of invoice.

4. The Agreement shall be effective as of the date that it is fully executed by Customer and PG&E, and will remain in effect until such time that Customer has paid to PG&E its full share of CTC and other nonbypassable charges as established by the CPUC.

5. 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 that exercise of its jurisdiction.

6. Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising under this Agreement, shall not be deemed a waiver with respect to any subsequent default or matter arising in connection therewith. Any delay in asserting any right shall not be deemed a waiver of such right.

7. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking herein.

8. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and unappealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion.

9. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

10. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be construed in a manner that most accurately reflects the rulings and policy objectives of the CPUC in its orders establishing the CTC.

11. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement.

	PACIFIC GAS AND ELECTRIC COMPANY
(Customer)	
(Signature)	(Signature)
(Type/Print Name)	(Type/Print Name)
(Title)	(Title)
(Date)	(Date)

Electric Sample Form No. 79-955 Sheet 1

Amendment to PG&E's Departing Load Competition Transition Charge Agreement for Subsequently Obtained CTC Exemption

Please Refer to Attached Sample Form

AMENDMENT TO PG&E'S DEPARTING LOAD COMPETITION TRANSITION CHARGE AGREEMENT FOR SUBSEQUENTLY OBTAINED CTC EXEMPTION

This Amendment to Pacific Gas and Electric Company's Departing Load Competition Transition Charge Agreement (the Agreement) between Pacific Gas and Electric Company (PG&E) and _____ (Customer) amends the Pacific Gas and Electric Company's Departing Load Competition Transition Charge Agreement entered into on or about _____ between Customer and PG&E.

RECITALS

A. Customer and PG&E have previously entered into a Departing Load Competition Transition Charge Agreement, approved by the California Public Utilities Commission (the Commission), pursuant to the CTC procedure for departing loads approved by the Commission as amendments to PG&E's electric tariff preliminary statement.

B. Subsequent to executing the Departing Load Competition Transition Charge Agreement, Customer obtained an exemption from the Competition Transition Charge.

C. On _____, PG&E received a Notice of Assertion of CTC Exemption from Customer.

AGREEMENT

In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. The Effective Date of the CTC Exemption is _____.

2. After the Effective Date of the CTC Exemption, Customer shall not be responsible for, and PG&E shall not bill Customer for, monthly payments of Customer's share of CTC.

3. Nothing in this Amendment relieves Customer of its obligation to pay CTC obligations incurred by Customer and billed by PG&E prior to the Effective Date of the CTC Exemption.

4. Nothing in this Amendment affects Customer's obligation to pay other nonbypassable charges under the Agreement or to make post-2001 CTC and/or other nonbypassable charge payments as provided in paragraph 3 of the Agreement.

5. This Amendment 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

6. Any waiver at any time by either Party of its rights with respect to a default under this Amendment, or with respect to any other matter arising under this Amendment, shall not be deemed a waiver with respect to any subsequent default or matter arising in connection therewith. Any delay in asserting any right shall not be deemed a waiver of such right.

7. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Amendment or of any duty, covenant, obligation or undertaking herein.

8. Should any provision of this Amendment for any reason be declared invalid or unenforceable by final and unappealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Amendment had been executed without the invalid portion.

9. This Amendment shall be interpreted, governed by, and construed under the laws of the State of California.

10. Ambiguities or uncertainties in the wording of this Amendment shall not be construed for or against either Party, but shall be construed in a manner that most accurately reflects the rulings and policy objectives of the CPUC in its orders establishing the CTC.

11. The signatories hereto represent that they have been appropriately authorized to enter into this Amendment.

	PACIFIC GAS AND ELECTRIC COMPANY
(Customer)	
(Signature)	(Signature)
(Type/Print Name)	(Type/Print Name)
(Title)	(Title)
(Mailing Address)	(Mailing Address)

Electric Sample Form No. 79-957 Sheet 1
Electric Distribution Service Line Lease Agreement

Please Refer to Attached
Sample Form

ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

BETWEEN

PACIFIC GAS AND ELECTRIC COMPANY[1] ("Landlord")

and

_____IRRIGATION DISTRICT ("Tenant")

_____, 20__

Landlord's Initials

_____

Tenant's Initials

_____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

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Landlord's Initials

Tenant's Initials

THIS SERVICE LINE LEASE ("**Lease**") is made and entered into as of _____, 20__, by and between Pacific Gas and Electric Company ("**PG&E**" or "**Landlord**"), and _____Irrigation District, a "Section 374 Irrigation District" as that term is defined in PG&E Rate Schedule E-EXEMPT, ("_____**ID**" or "**Tenant**"). This Lease form has been pre-approved by the California Public Utilities Commission ("**CPUC**")**.**

RECITALS

A. On September 17, 1998, the CPUC issued Resolution E-3531 approving, with modifications, PG&E's request in Advice Letter 1738-E to add a special condition to PG&E Schedule E-Exempt for electric customers which select certain irrigation districts as their energy service provider (ESP) and which take direct access service from PG&E.

B. Among other things, Resolution E-3531 directed PG&E to file a standard lease of service drop facilities to be used by the Section 374 irrigation districts whose customers take service under PG&E Schedule E-Exempt, which standard lease was to be pre-approved by the CPUC after it has been reviewed by the Energy Division.

C. This Lease form has been reviewed by the Energy Division and pre-approved by the CPUC, and no further regulatory approvals are required, under California Public Utilities Code Section 851 or under any other statute or CPUC decision, for PG&E to lease Electric Service Lines as defined below to Tenant under the terms of this Lease.

D. This Lease constitutes an agreement for maintaining and repairing Electric Service Lines as required by Special Condition 2(i) of PG&E Schedule E-Exempt.

E. The provision of distribution service by PG&E and the sale of electricity by Tenant to Customer as defined below are retail transactions, subject to the CPUC's jurisdiction.

NOW, THEREFORE, LANDLORD AND TENANT AGREE AS FOLLOWS:

1. PURPOSE OF AGREEMENT

This Lease is intended for use by Irrigation Districts which (a) agree to act as ESPs under the direct access program established by the CPUC, (b) have executed the Energy Service Provider (ESP) Service Agreement (ESP

Landlord's Initials

Tenant's Initials

_____ _____

Service Agreement) approved by the CPUC as PG&E Form No. 79-948, and (c) will be serving PG&E's direct access electric customers under Special Condition 2 of PG&E's Rate Schedule E-EXEMPT.

2. TARIFFS GOVERN

2.1. Unless otherwise indicated below, PG&E's electric rules and tariffs, including Electric Rule 22 and the ESP Service Agreement, apply. Should a conflict develop between this Lease and Special Condition 2 of PG&E's Rate Schedule E-EXEMPT, Special Condition 2 of Rate Schedule E-EXEMPT shall govern. Should a conflict develop between this Lease and PG&E's Electric Rule 22 or the ESP Service Agreement [Form No. 79-948], the terms and conditions of this Lease shall govern.

2.2. Tenant is not required to comply with PG&E's Electric Rule 22(D)(2).

3. DEFINITIONS

- **"Customer"** is defined as a PG&E direct access customer taking service under Special Condition 2 of Schedule E-EXEMPT.
- **"FERC"** is defined as the Federal Energy Regulatory Commission, or any successor thereto.
- **"Service Line(s)"** are defined as those certain electric conductors or cables which extend between points of interconnection at PG&E's electric facilities and a termination point at or in the customer-owned underground service termination enclosure or at the customer-owned overhead termination point, and any agreed upon appurtenant materials.
- **"Legal Requirements"** shall mean all existing and future laws, ordinances, codes, rules, regulations, directives or requirements of any governmental authority not under the control of Tenant or of any fire insurance underwriter or rating bureau, whether or not foreseeable, including but not limited to the Americans with Disabilities Act of 1990 ("ADA"), Title 24, and all building code, energy conservation, public utility, electricity, environmental, seismic, handicap, fire, health and safety laws and regulations.
- **"Work"** shall mean all operation, construction, maintenance, additions, removals, rearrangements, relocations, repairs, improvements or replacements to Service Lines (including, but not limited to, replacement of materials at the end of their useful lives.)

Landlord's Initials

Tenant's Initials

4. LEASE OF SERVICE LINES

4.1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Service Lines described with particularity in an executed Electric Service Lines Lease Appendix, in substantially the form of Exhibit A hereto ("Lease Appendix"), each of which incorporates the terms of this Lease within it by reference, and any number of which may be separately executed between Landlord and Tenant during the term of this Lease, and all of which taken together with the body of this Lease shall constitute the Lease.

4.2. Landlord shall deliver possession of the Service Lines to Tenant in a condition consistent with the CPUC's General Order 95 for overhead Service Lines and General Order 128 for underground Service Lines. For each separate Lease Appendix, the Service Line(s) shall be delivered on the later of the date set forth in the Lease Appendix for delivery or the direct access switch date for the applicable customer account, determined in accordance with PG&E's Electric Rule 22.

5. TERM; TERMINATION

5.1. Subject to the provisions of this Section 5, the term of this Lease shall commence upon execution by both parties hereto. The term for the lease of a particular Service Line shall commence upon execution of the Lease Appendix for the applicable Service Line.

5.2. This Lease (including all Lease Appendices) shall terminate upon the earlier of:

a. March 31, 2002.

b. Termination of Tenant's ESP Service Agreement with PG&E, unless Tenant's ESP Service Agreement is simultaneously replaced with a new ESP Service Agreement.

c. Twelve months after the earlier of (1) the execution of an interconnection agreement between Tenant and Landlord or (2) issuance of a final order by FERC ordering Landlord to enter into an interconnection agreement with Tenant; provided that this Lease shall not terminate based on this subsection if (1) Tenant is actively engaged in the process of constructing or purchasing distribution facilities that will be used to serve customers eligible for CTC exemptions and (2) Tenant provides a signed affidavit attesting to this fact to Landlord, with a copy to the Director of the Energy Division of the CPUC. The twelve months after execution

of an interconnection agreement or after issuance of a final FERC order as used in this subsection refers to an interconnection agreement or FERC order pertaining to the distribution facilities which are the subject of the interconnection agreement or FERC order.

d. Issuance of a final order by FERC denying Tenant's application for an order for an interconnection agreement.

e. Termination of this Lease pursuant to Section 16 below.

f. Thirty days after Landlord receives written notice of termination from Tenant.

5.3. An individual Lease Appendix shall terminate upon the earlier of:

a. Tenant ceasing to be the ESP for the Customer served by the Service Line covered by that Lease Appendix.

b. The Customer ceasing to be a "Direct Access customer" of PG&E as that phrase is used in PG&E's Electric Rule 22.A.3.

c. Termination of this Lease pursuant to either Section 5.2 or Section 16.

d. Thirty days after Landlord receives written notice of termination from Tenant.

e. Twelve months after the earlier of (1) the execution of an interconnection agreement between Tenant and Landlord pertaining to the distribution facilities which are the subject of the Lease Appendix or (2) issuance of a final order by FERC ordering Landlord to enter into an interconnection agreement with Tenant pertaining to the distribution facilities which are the subject of the Lease Appendix; provided that the Lease Appendix shall not terminate based on this subsection if (1) Tenant is actively engaged in the process of constructing or purchasing distribution facilities that will be used to serve customers eligible for CTC exemptions and (2) Tenant provides a signed affidavit attesting to this fact to Landlord, with a copy to the Director of the Energy Division of the CPUC.

5.4. At any time following the execution of this Lease, it shall terminate automatically upon any written direction or order to that effect by the CPUC, the FERC, or any other governmental or regulatory body (other than Tenant itself) having jurisdiction over Landlord, Tenant, the

Service Lines, or this Lease. Upon such termination, possession of the Service Lines shall immediately revert to PG&E. PG&E is not obligated to provide notice to Tenant or Customer of termination under this section, but shall make its best efforts to do so in writing, pursuant to the terms of Section 20 herein, within ten (10) business days of the date of termination under this section.

5.5. Following termination of this Lease, or of any Lease Appendix under this lease, electric distribution service to the Customer(s) shall be provided as directed by the Customer(s). If no direction is provided by the Customer(s), such service shall be provided by PG&E according to the terms and conditions of its tariffs and rules as of such date.

6. USE

6.1. The Service Lines shall be used by Tenant solely to deliver electric energy as an ESP to a Customer under Schedule E-EXEMPT.

6.2. Tenant's use of the Service Lines shall not ripen into any title, or right in or to the Service Lines beyond those expressly granted by this Lease, and as to those only for the Term hereof, and Tenant shall not make any claim of right or title, nor resist nor assail Landlord's title to the Service Lines based on this Lease or Tenant's use hereunder.

7. RENT

As consideration for this Lease of the Service Lines, Tenant shall pay to Landlord the sum of the rents set forth in each applicable Lease Appendix ("**Rent**"). Such Rent is due and payable monthly on or before ***[date]*** in the form of ***[form]*** and shall be delivered by ***[mail/courier/wire transfer/etc]*** to ***[name, address at PG&E].*** Lack of an invoice shall not excuse payment of Rent. Failure to timely make any payment under this section shall be considered breach of a material term of this Lease.

8. OPERATION AND MAINTENANCE

Landlord shall be solely responsible for operation of the Service Lines and for performance of maintenance upon the Service Lines. Operation of and maintenance upon the Service Lines shall be performed in accordance with Landlord's tariffs and rules, all Legal Requirements (as defined in Section 3) and with the standards set forth in CPUC General Orders 95, 128 and 165. Landlord shall be responsible for operation in violation of this section to any governmental or regulatory body with jurisdiction over such matters, and shall indemnify and hold Tenant harmless for same, as set forth in the terms of Section 15 herein.

9. INSURANCE

9.1. Tenant shall at all times during the Term maintain the following insurance coverage. Tenant is also responsible for its contractors maintaining sufficient limits of the same coverage.

a. Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where work is performed.

b. Employers' Liability insurance in an amount not less than $1,000,000 for injury or death each accident.

c. Commercial general liability coverage which shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form , with no coverage deletions, and including fire legal liability. The limit shall not be less than $5,000,000 each occurrence for bodily injury, property damage and personal injury. Coverage shall: (a) by "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed for Tenant by any party other than Landlord, and (b) be endorsed to specify that Tenant's insurance is primary and that any insurance or self-insurance maintained by Landlord shall not contribute with it.

d. Before the delivery of any Service Lines under this Lease, Tenant shall furnish Landlord with certificates of insurance and endorsements of all required insurance. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to Landlord. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to:

Pacific Gas and Electric Company
Insurance Department – B24H
P.O. Box 770000
San Francisco, CA 94177

A copy of all such insurance documents shall be sent to Landlord pursuant to Section 20 herein. Landlord may inspect the original policies or require complete certified copies at any

time. Upon request, Tenant shall furnish Landlord the same evidence of insurance for its contractors.

9.2. All policies of insurance to be carried by either party hereunder shall be issued by an insurer licensed to do business in the State of California with a rating of at lease A- (VIII) in Best's Insurance Reports, or equivalent; provided that so long as the Landlord hereunder is PG&E or a Permitted Transferee, and so long as the Tenant hereunder is _____, PG&E, its Permitted Transferee or Tenant shall be entitled to self-insure for the insurance coverage required to be carried by such party herein.

9.3. Tenant shall use its best efforts to cause each insurance policy referenced in section 9.1 and obtained by it, (i) to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any injury or damage covered by such policy, and (ii) to include: (1) a waiver of the insurer's right of subrogation against Landlord and (2) an express agreement that such policy shall not be invalidated if the insured waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty. Each such policy, if any, shall name Landlord as a named additional insured. Landlord shall promptly endorse to the order of Tenant, without recourse, any instrument for the payment of money under or with respect to the policy of which Tenant is the owner or original or primary insured, and shall have no right in or to such payment.

10. TAXES

Landlord shall pay all taxes, assessments (general or special), fees, impositions, franchises, surcharges, and charges levied upon the Service Lines or the land in or on which the Service Lines are situated, upon any work required to access the Service Lines (including without limitation cutting into streets), and upon any personal property of Landlord, including without limitation all street, sidewalk, sewer, drainage or lighting improvement assessments, and all transit, housing, police, fire or other governmental service charges, fees, or assessments ("**Taxes**"). Tenant shall not take any action to create or assess any Taxes payable by Landlord on or after the execution date of this Lease.

11. COMPLIANCE WITH LEGAL REQUIREMENTS

11.1. Except for Tenant's obligations under section 11.2 below, Landlord shall, at its expense, promptly comply with all legal requirements affecting the Service Lines. Tenant shall not take any action to create or amend any legal requirements affecting the Service Lines or Landlord's obligations with respect to the Service Lines on or after the execution date of this Lease.

11.2. Tenant shall, at its expense, acquire and maintain any and all applicable licenses, permissions and certifications necessary for Tenant to use the Service Lines during the Term of this Lease.

12. WORK ON SERVICE LINES

12.1. Tenant may not make improvements or alterations to the Service Lines without the prior written approval of Landlord.

12.2. Landlord shall be solely responsible for all necessary or desirable Work. Such Work shall be the sole property of Landlord, and shall, at the time it is completed, become part of the Service Lines for purposes of this Lease. Landlord may comply with this section by undertaking such Work personally or through a contractor.

13. MECHANICS' LIENS

Neither Landlord or Tenant will permit any mechanics', materialmen's or other similar lien to be filed or claimed against the Service Lines or Landlord's or Tenant's interest therein by reason of any work, labor, material, services or supplies furnished or purportedly furnished to or for the Service Lines. If any such mechanics' or materialmen's lien should be filed or claimed against the Service Lines, then the party through whom such lien was filed or claimed shall fully discharge and release the same from the Service Lines by posting bond or otherwise; provided, however that either party may contest any such lien so long as the enforcement thereof is stayed.

14. COOPERATION WITH REGULATORY OR GOVERNMENTAL REQUEST

Tenant shall provide Landlord, within ten (10) calendar days of Landlord's transmittal of written request pursuant to Section 20 herein, with any information concerning the Service Lines which information is requested of Landlord by a governmental or regulatory body with jurisdiction over Landlord, Tenant, the Service Lines, or this Lease. Tenant's failure to perform under this section shall be deemed a material default of this Lease.

Landlord's Initials

_____

Tenant's Initials

_____

15. INDEMNITIES AND LIMITATIONS OF LIABILITY

The provisions of Section 6 (Limitation of Liability) and Section 7 (Indemnity) of the ESP Service Agreement shall apply to matters within the scope of this Lease, and said provisions are incorporated herein by reference.

16. DEFAULT

16.1. An Event of Default by Tenant under the ESP Service Agreement [Form No. 79-948] shall also be an Event of Default by Tenant under this Lease.

16.2. Failure of Tenant to pay Rent shall be considered a material breach of this Lease.

16.3. An Event of Default under this Lease shall mean either Party's material breach of any provision of this Lease, including those incorporated by reference herein, and failure to cure such breach within thirty (30) calendar days of receipt of written notice thereof from the non-defaulting Party.

16.4. In the event of such an Event of Default, the non-defaulting Party shall be entitled (a) to terminate this Lease upon written notice to the other Party, which shall be effective upon the receipt thereof, or (b) to exercise any and all remedies provided in law or in equity.

16.5. Acts performed or attempted by PG&E in a reasonable effort to comply with orders, regulations, rules or other directives of the CPUC, the FERC, or any other governmental or regulatory body having jurisdiction over Landlord, Tenant, the Service Lines, or this Lease shall explicitly not be deemed an Event of Default by PG&E under this Lease.

17. RIGHT OF ACCESS

PG&E, its employees, agents and invitees shall have access to the Service Lines, and any surrounding areas above, below, or around the Service Lines, to which access is necessary to perform PG&E's obligations under this Lease or under other Legal Requirements, twenty four (24) hours per day, seven (7) days per week, throughout the Term of this Lease and as long thereafter as Tenant has possession of the Service Lines under any theory of law or equity. Nothing in this Section 17 shall be construed as creating or continuing any duty of PG&E, or any right of Tenant.

Landlord's Initials

Tenant's Initials

18. REPRESENTATIONS AND WARRANTIES

18.1. Landlord represents and warrants to Tenant that:

a. Landlord possesses good and marketable title to the Service Lines;

b. Landlord has full right and lawful authority to execute this Lease upon the terms and conditions contained herein;

c. The provisions of this Lease do not or will not conflict with or violate the provisions of any existing or future agreements between Landlord and third parties;

d. There are no pending or, to the best of its knowledge, threatened claims or losses against the Service Lines or Landlord which would adversely affect Landlord's ability to perform its obligations under this Lease or Tenant's use of the Service Lines; and

e. On the Delivery Date the Service Lines will comply with all applicable Legal Requirements.

18.2. Tenant represents and warrants that it

a. Is a duly-formed Irrigation District authorized under the California Water Code to sell electricity to retail customers. This Lease applies to Tenant's activities only to the extent that such activities are permitted by the California Water Code and by the California Government Code.

b. Has the authority pursuant to Public Utilities Code section 374(a) to provide customers of PG&E exemptions from having to pay CTCs, up to the level established by Public Utilities Code section 374(a)(2) or by the California Energy Commission, as applicable.

c. Has obtained all necessary rights-of-way from all governmental granting authorities and private landowners as required for Tenant to lease the Service Lines.

d. Is authorized to lease Service Lines along or across the public roads, highways and waterways within its service territory or within the area in which it is leasing Service Lines.

e. Will maintain its status as an ESP during the term of this Lease, consistent with CPUC Resolution E-3531.

Landlord's Initials

Tenant's Initials

f. Has provided written certification to PG&E that Tenant meets the requirements of Public Utilities Code sections 394(a) and 366.5(a) and (b), without actually registering at the CPUC.

18.3. The parties' remedies for any false or inaccurate representations and warranties pursuant to this Section 18 shall survive the expiration or earlier termination of this Lease.

19. EMERGENCY

In the event of any casualty , emergency or other condition affecting the conduct of business relating to the Service Lines, Landlord and Tenant mutually agree to cooperate to restore such conduct as quickly as possible, including, without limitation, the filing of any necessary documents with governmental authorities, except that PG&E shall not, and shall not be required to, give any preference to restoring or maintaining service to the Service Lines over its obligations to other customers or with regard to other Service Lines.

20. NOTICES

Any notice to be given in connection with this Lease shall be in writing and may be served by personal delivery or be sent by certified mail, or by reputable courier service which provides written evidence of delivery, addressed as specified herein or to such other address as requested by either party in the manner specified herein. Facsimile numbers are given for convenience only; delivery by facsimile shall not be considered sufficient notice under this Lease. Notice shall be effective upon actual receipt or upon refusal to accept delivery.

<u>Landlord's agent and address:</u>

Area Manager, _____ Division
Pacific Gas and Electric Company
_____
_____
Telephone: / -
Facsimile: / -

<u>Tenant's agent and address:</u>

Landlord's Initials

_____

Tenant's Initials

_____

21. END OF TERM

At the expiration or termination of this Lease Tenant shall surrender the Service Lines, subject to normal wear and tear and damage by the elements. Tenant shall, within thirty days after the expiration or earlier termination of this Lease, remove from the Service Lines any material or equipment installed by Tenant, provided that Tenant shall repair any damage caused by such removal. Such removal and repair shall be at Tenant's sole expense. Notwithstanding the above, Tenant shall not be required to remove any material or equipment installed by Tenant if Landlord and Tenant have entered into an interconnection agreement pursuant to which Tenant would be entitled to have such material or equipment attached to the Service Lines.

22. MISCELLANEOUS

22.1. Dispute Resolution.

a. Any dispute arising between the parties relating to the interpretation of the provisions of this Lease or to the performance of their obligations hereunder shall be reduced to writing and referred to the parties' representatives identified on Exhibit B for resolution. Should such a dispute arise, the parties shall be required to meet and confer in an effort to resolve their dispute. Pending resolution, the parties shall proceed diligently with the performance of their respective obligations under this agreement, except if this agreement has been terminated under Sections 5 or 16. If the parties failed to reach an agreement within 10 business days from the date the dispute is reduced to writing, or within such other time upon which the parties mutually agree, then the parties may mutually agree to pursue mediation or to arbitrate their dispute in accordance with Section 22.1.b below.

b. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other rules as the parties may mutually agree upon, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction. Review of the arbitration decision, if any, shall be in accordance with California Code of Civil Procedure

Landlord's Initials

Tenant's Initials

Sections 1285-1287.6, or any successor provisions. All arbitration proceedings shall be conducted in San Francisco, California. Each Party in any proceeding shall bear its own costs and attorney's fees.

c. Notwithstanding Section 22.1(a) and (b) above, if PG&E and Tenant have a dispute over the availability, applicability or amount of CTC exemptions generally, or if PG&E and Tenant disagree about whether a specific customer account would be exempt, either PG&E, Tenant or the customer may seek assistance in reaching informal dispute resolution from the Commission's Energy Division, or may seek mediation of any such dispute from the Commission's Administrative Law Judge Division. If the dispute is not resolved within 60 days of the request to pursue informal dispute resolution, PG&E, Tenant or the customer may file a Complaint at the Commission within the next 30 days (the parties may agree to extend this 30 day period, in order to allow for further negotiations or other resolution techniques). The Complaint shall state the facts supporting the claimed CTC exemption. While the complaint is pending, the customer shall continue to be responsible for making the monthly CTC and other nonbypassable charge payments on a timely basis, with such payments subject to future refund or other adjustment as appropriate if the Commission determines the exemption to apply.

22.2. Third Party Beneficiaries. The Customer is not, and no other person is, a third party beneficiary of or under this Lease.

22.3. Remedies Cumulative. The rights, elections and remedies of Landlord and Tenant contained in this Lease shall be cumulative, and no one of them shall be construed as exclusive of any of the others or of any right or remedy allowed at law or equity.

22.4. Waiver of Defaults. The waiver by either party of any default in the performance, or failure to insist on strict performance, by the other of any covenant contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

22.5. Severability. Each provision of this Lease shall be considered separate and severable from every other provision of this Lease. If any provision of this Lease shall be held to be invalid by a court or

regulatory or administrative body having jurisdiction, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, the remaining provisions shall remain in effect and shall in no way be impaired thereby.

22.6. Governing Law; CPUC Jurisdiction. This Lease shall be governed by the laws of the State of California. This Lease shall at all times be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction.

22.7. Interpretation and Definitions. The language of this Lease shall be construed as a whole according to its fair meaning and not strictly for or against either party. The captions and headings by which the paragraphs of this Lease are identified are for convenience only and shall have no effect upon the interpretation of the Lease. Wherever the context so requires, the singular number shall include the plural, the plural shall refer to the singular, the neuter gender shall include the masculine and feminine genders, and the words “Customer,” and “person” shall include corporations, partnerships, associations and individuals. The word “party” means either Landlord or Tenant, and the word “parties” means both Landlord and Tenant. The words “include,” “includes,” and “including” are not used in any limiting sense, but rather by way of example or illustration.

22.8. No Assignment. Tenant shall not assign this Lease, or sublet the Service Lines, or any portion thereof.

22.9. Subordination. Tenant shall, upon Landlord’s request, in the future subordinate this Lease to any lien placed by Landlord upon the Service Lines from an institutional lender, or as required by the CPUC, the FERC, or any other governmental or regulatory body (other than Tenant) having jurisdiction over Landlord, Tenant, the Service Lines, or this Lease.

22.10. Force Majeure. Except for Tenant’s obligations to make payments hereunder, neither Party shall be liable for any failure to perform the terms of this Lease when such failure is due to "force majeure." The term "force majeure" shall mean acts of God, strikes, lockouts or industrial disputes or disturbances, civil disturbances, arrests and restraint from rules or people, interruptions by government or court orders, present and future valid orders of any regulatory body having proper jurisdiction, acts of the public enemy, wars, riots, blockades,

insurrections, inability to secure or delay in securing labor or materials (including delay in securing or inability to secure materials by reason of allocations promulgated by authorized governmental agencies), epidemics, landslides, lightning, earthquakes, fire, storm, floods, washouts, explosions, or any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the Party claiming "force majeure." The "force majeure" shall, so far as possible, be remedied with all reasonable dispatch. Notwithstanding the above requirement that any “force majeure” shall be remedied with all reasonable dispatch, the settlement of strikes or lockouts or industrial disputes or disturbances shall be entirely within the discretion of the Party having the difficulty. The Party claiming any failure to perform due to "force majeure" shall provide verbal notification thereof to the other Party as soon as practical after the occurrence of the "force majeure" event.

22.11. Exhibits. Exhibit A, the Electric Service Lines Lease Appendix, is attached hereto and incorporated by reference into this Lease.

22.12. Interest on Past Due Obligations. If any monetary payment under this Lease is not received by Landlord or Tenant when due, and interest is not otherwise provided or excluded under tariff, rule, regulation or other agreement between the parties, such payment shall bear interest from the due date until received by the appropriate party, at the lesser of (a) the rate set forth in PG&E’s Electric Rule 7 section (C), or (b) the maximum rate permitted by law. Any change in said interest rate shall become effective on the same date on which a change in PG&E’s Electric Rule 7 section (C) becomes effective, and PG&E shall not be required to give notice under this Lease of such change.

22.13. Further Assurances. Each party agrees to execute and deliver to the other party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the parties as contained in this Lease.

22.14. Right To Request Changes. Nothing in this Lease shall in any way be deemed to limit or restrict PG&E’s or Tenant’s right to file with the CPUC, the FERC or any other regulatory agency for any changes in any applicable rate schedules, tariffs, or rules, or to seek any relief whatsoever from said regulatory agencies, including the right to request the CPUC to approve changes to this Lease.

Landlord’s Initials

Tenant’s Initials

22.15. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22.16. Entire Agreement; Amendment. This Lease, together with PG&E's tariffs and rules relevant to this Lease, including Schedule E-EXEMPT, Electric Rule 22, Schedule DA and the ESP Service Agreement, constitute the entire agreement of the parties regarding the Service Lines. This Lease cannot be modified or amended in any respect except by a writing executed by Landlord and Tenant.

Landlord and Tenant have executed this Lease as of the day first written above.

LANDLORD	**TENANT**
PACIFIC GAS AND ELECTRIC COMPANY	
	Company
Signature	Signature
Type or Print Name	Type or Print Name
Title	Title

Landlord's Initials

Tenant's Initials

ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

Exhibit A
Electric Service Lines Lease Appendix

Lease Appendix No. _____ID -- #

This Electric Service Lines Lease Appendix ("Lease Appendix") is an exhibit to and part of the Service Lines Lease between Pacific Gas and Electric Company ("Landlord" or "PG&E") and _____Irrigation District ("Tenant" or "____ID") dated _____ ("Lease"). The terms of the Lease are incorporated herein by this reference as if set forth in full at this point.

The Customer served by both PG&E and ___ ID, and whom the Service Lines serve is _____. The Customer's PG&E account number(s) is _____.

SERVICE LINES include _____***[fill in technical description of service drop materials and connections].***

RENT for these Service Lines is the sum of $ _____ per month.

A copy of this Lease Appendix shall be delivered to Landlord by Tenant in accordance with the provisions of the Lease at:

[insert address]

This Lease Appendix is executed this ____ day of _____, 20_, at _____, California, and is effective on ____[date]_____.

Landlord:	Tenant:
Pacific Gas and Electric Company	_____Irrigation District
By: _____	By: _____
[name]	[name]
[title]	[title]

Landlord's Initials

_____

Tenant's Initials

_____

PARTIES' DESIGNATED REPRESENTATIVES FOR DISPUTE RESOLUTION PROCESS

PG&E: _____
_____
_____
(415) 973-____

Tenant: _____
_____
_____
_____

Landlord's Initials

_____

Tenant's Initials

_____

Electric Sample Form No. 79-961
Dual Socket Metering Agreement

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DUAL SOCKET METERING AGREEMENT

DISTRIBUTION

- ☐ Customer
- ☐ Division ES&S
- ☐ Customer Billing
- ☐ Capital Accounting
- ☐ CRT Metering
- ☐ _____

REFERENCES

SA#_____

_____

_____

_____

_____

THIS DUAL SOCKET METERING AGREEMENT is made by **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, (PG&E) and _____ _____ (Customer) (individually "Party" and jointly "the Parties").

The installation by PG&E of dual socket metering under this Agreement is pursuant to PG&E's electric tariff rules and rate schedules, of which this Agreement is a part. Customer agrees to abide by the requirements of PG&E's rules and rate schedules including the following terms and conditions:

1. Under this Agreement, PG&E shall perform all work necessary for installation at Customer's site(s) two meter sockets such that the PG&E meter can be installed and operated for purposes of Customer's bundled service and a second customer supplied meter (non-PG&E meter) can be installed in parallel with the PG&E meter to allow Customer access to its usage data (hereinafter "dual socket metering") The dual socket metering installed under this Agreement is located at various northern California locations and listed on Appendix A: "List of Customer Sites" which shall be updated from time-to-time by PG&E as sites are added or removed. Such updates shall not be considered an amendment to this Agreement and will not require the signature of either Party.

2. This Agreement shall be effective on _____, and shall continue from month to month unless terminated pursuant to the Parties' rights under this Agreement provided that, each party agrees to use reasonable efforts to give the non-terminating party at least 30 days' prior notice of any such termination.

    a. If Customer elects Direct Access at any time during the term of this Agreement for any of the sites listed in Appendix A hereto, the Agreement will terminate for those sites effective on the date the customer's service converts to Direct Access. Use of Customer's dual socket metering installed under this Agreement for Direct Access purposes shall be governed by the Direct Access tariffs.

    b. This Agreement shall be revoked in its entirety and terminated immediately if at any time during the term of the Agreement PG&E receives actual notice that such Agreement is prohibited by regulatory requirement, decision or order.

    c. If this Agreement or Customer's exercise of it at any time interferes with the operations, practices or service of PG&E to or for any of its Customers, PG&E will immediately revoke this Agreement in whole or in part, or will terminate this Agreement, as is necessary to end such interference.

    d. If Customer should default in performing any of the terms and conditions herein, or if Customer fails to conform to any new standards imposed by a legal or administrative body having jurisdiction, PG&E shall have the right to terminate this Agreement entirely.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

*Automated Documents, Preliminary Statement, Part A

e. PG&E will bill Customer in advance of work performance, using its standard hourly tariffed labor rate, for its costs on a time-and-materials basis, or estimate thereof, for all costs associated with its performance of responsibilities under this Agreement, including labor, materials, shipping and administration costs. The scope of all work to be performed by PG&E under this Agreement will be specified according to Appendix B hereto (Work Performance Agreement). Revocation or termination of the Agreement in whole or in part shall not relieve Provider of any obligation (a) to pay charges incurred prior to such revocation, nor (b) to indemnify PG&E as provided in Section 14 herein. Customer agrees to pay an ownership cost, as specified in PG&E's Electric Rule 2, for all on-site dual socket metering facilities and equipment provided by PG&E hereunder. Customer agrees to pay on all advances or contributions any applicable Income Tax Component of Contributions (ITCC) at the rate set forth in PG&E's Preliminary Statement.

3. Installation of Dual Socket Metering:

a. At Customer's request that dual socket metering be installed, PG&E shall configure, and rewire as necessary, Customer's site to allow a second non-PG&E meter to be installed in addition to the PG&E meter. The configuration of the site to accommodate this capability shall be at PG&E's discretion and can include, but not be limited to, use of a dual socket adapter or rewiring of the site and installation of a second socket. If the Customer's panel needs to be modified, Customer shall have the work performed by qualified personnel in accordance with all applicable codes and laws. Except for any panel modification, all work to install dual socket capability, and installation of the non-PG&E meter, shall be done by PG&E. All dual socket metering equipment, except for the non-PG&E meter, will be the property of PG&E. Except for panel modification, neither Customer nor its agents will be permitted to perform any onsite metering work in connection with dual socket metering including installation of the non-PG&E meter, removal of the non-PG&E meter or sealing work.

b. The technical specifications of the non-PG&E meter shall be approved by PG&E before purchase by Customer. Once the non-PG&E meter has been approved by PG&E, Customer shall deliver the meter to PG&E prior to installation of dual socket capability.

c. All programming of the non-PG&E meter shall be performed by Customer or its agents provided that neither Customer nor its agents may remove the non-PG&E meter nor any PG&E seals at the site.

d. Prior to delivery of any non-PG&E meter to PG&E, PG&E will supply customer with a meter number to be affixed to the non-PG&E meter.

4. Retrieval of data from the non-PG&E meter

It is Customer's sole responsibility to install, provide, maintain and operate the communications infrastructure necessary to retrieve Customer's usage data from the non-PG&E meter. If retrieval requires a telephone line, Customer shall be responsible for the installation and operating costs of the telephone line. Such lines must be installed and in operating order prior to PG&E's installation of the dual socket metering at the Customer's site. Provided the line is operational, PG&E shall complete the connection to the non-PG&E meter.

*Automated Documents, Preliminary Statement, Part A

5. Maintenance, testing, replacement, and removal of the Non-PG&E meter and dual socket metering

   All maintenance, testing, replacement, and removal of the non-PG&E meter and dual socket metering shall be performed by PG&E only at the request of Customer. Operation of telecommunications lines and equipment to allow data retrieval from the non-PG&E meter shall be Customer's sole responsibility. If any meter work or maintenance work at the Customer's request requires remote interrogation or programming of meter, the Customer shall provide PG&E with necessary software, tools and password for accessing meter data.

6. Abandonment or removal of non-PG&E meter

   If Customer wishes to terminate this agreement and remove the non-PG&E meter, it must provide PG&E with 30 days-notice. PG&E will remove the non-PG&E meter, at Customer's expense, and return it to Customer in the same condition as when it was removed. If Customer wishes to vacate the premises and transfer ownership of the non-PG&E meter to the new occupant of the site, the new occupant must execute an agreement with PG&E governing use of the meter prior to the change in title. If the new occupant has not executed a suitable agreement with PG&E, Customer agrees that unless Customer has made arrangements with PG&E to remove the non-PG&E meter at Customer's expense, the non-PG&E meter will be deemed abandoned and become the property of PG&E once Customer vacates the site.

7. PG&E shall make a reasonable attempt to provide the services described herein in a timely and expeditious manner. However, PG&E shall not be responsible for any delay in completion of its work resulting from any cause or condition beyond the control of PG&E. PG&E shall have the right to allocate material or labor resources to the construction or maintenance projects which it deems, in its sole discretion, most important to serve the needs of all of its customers. Any delay in service work for the Customer hereunder resulting from such allocation or reallocation of PG&E's resources shall be deemed to be beyond PG&E's control.

8. Customer is solely responsible for providing third-parties access to the non-PG&E meter and for usage of the dam by Customer or by third parties. Such access shall not interfere with PG&E's reading of the PG&E meter for billing purposes. PG&E shall not be liable to Customer for any unauthorized retrieval of or misuse by a third party of data from the non-PG&E meter.

9. PG&E shall at all times during this Agreement continue to carry nut all activities lawfully permitted or required under PG&E's tariffs, rules, CPUC regulations and requirements, and PG&E's business practices. Such activities shall include but not be limited to investigations of tampering or suspected energy theft and actions taken during emergencies or in the normal course of business. Customer agrees that PG&E shall not be obligated to perform such activities in any different manner from the way it performs these activities for customers without dual socket metering. Customer acknowledges that such activities by PG&E may affect the ability of Customer or a third-party to obtain data from the non-PG&E meter. Customer agrees that PG&E shall not be liable for any harm, detriment, or damage of any kind to Customer, or any other third party resulting from Customer or any third party being unable to access data from the non-PG&E meter.

10. This Agreement in no way relieves Customer from performing, nor obligates PG&E to perform construction and operation of Customer's communications network; negotiation or performance of any terms of any agreement between Customer and any third party regarding the frequency and accuracy of any interval usage data to be provided; communication of problems with such data delivery to Customer; or provision of back-up and emergency methods of data delivery to Customer in the event Customer's communications network fails.

11. Regardless of the manner in which the non-PG&E meter shall be attached to property owned by, or under lease to PG&E, the non-PG&E meter shall remain the property of the Customer and title shall remain in Customer. Customer's ownership of the non-PG&E meter shall not ripen into any title, or right in and to any PG&E property or equipment to which the non-PG&E meter is attached. Customer shall not permit any judgment or lien against it to encumber the non-PG&E meter and shall give PG&E immediate notice of any attempt to place a lien on the non-PG&E meter by any third person or party.

12. Customer shall not assign this Agreement to, nor permit the use of the non-PG&E meter by any third party without obtaining the prior express written consent of PG&E.

13. Limitation of Liability

    Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' 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, except as provided for in this Section. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability, except in the event of an action covered by the Indemnification provisions of Section 14 of this Agreement, in which event this Section 13 shall not be applicable.

14. Indemnification

    Customer shall indemnify, defend and bold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Customer, or either Party's contractors or subcontractors; -injury to property of PG&E, Customer, or any third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Customer's performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees. Customer acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity. Customer shall, on PG&E's request, defend any action, claim

or suit asserting a claim covered by this indemnity. Customer shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

15. The waiver by either party of any default in performance, or the failure to insist on strict performance, by the other of any covenant or duty herein shall not be construed as a waiver of any preceding or subsequent defaults of the same or other covenant or duty.

16. Each provision in this Agreement shall be considered separate and severable from every other provision herein; if any provision shall be held to be invalid by a court or regulatory or administrative body having jurisdiction, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, the remaining provisions shall remain in effect and shall in no way be impaired thereby.

17. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. This Agreement shall at all times be subject to such changes and modifications by the California Public Utilities Commission as said Commission may direct, from time to time, in the exercise of its jurisdiction. Where the terms of this Agreement conflict with PG&E's filed tariffs or rules, PG&E's filed tariffs and rules govern. Except for matters and disputes with respect to which the Commission is the sole proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

18. If any monetary payment under this Agreement is not received by PG&E when due, such payment shall bear interest from the due date until received by PG&E at the lesser of (a) the rate set forth in PG&E's Electric Rule 7 section (c); or (b) the maximum rate permitted by law. Any change in said interest rate shall become effective on the same date on which a change in PG&E's Electric Rule 7 section (c) becomes effective.

19. This Agreement contains the entire agreement of the parties and cannot be modified or amended in any respect except by a writing executed by PG&E and Customer.

20. Any notice to be given in connection with this Agreement shall be in writing and may be served by personal delivery or be sent by certified mail, or by reputable courier service which provides written evidence of delivery, addressed as specified below, or to such other address as requested by either party in writing, in the manner specified herein. Delivery by facsimile shall not be considered sufficient notice under this Agreement. Notice shall be effective upon actual receipt or upon refusal to accept delivery.

21. PG&E provides the services hereunder as an accommodation to Provider and Customer and no warranty of merchantability of fitness for a particular use shall be implied by this Agreement.

*Automated Documents, Preliminary Statement, Part A

DUAL SOCKET METERING AGREEMENT

IN WITNESS WHEREOF the parties have executed this Agreement this

_____ day of _____, 20_____.

	PACIFIC GAS AND ELECTRIC COMPANY
_____	_____
Customer	
_____	_____
Signature	Signature
_____	_____
Type/Print Name	Type/Print Name
_____	_____
Title	Title
_____	_____
Date	Date

LIST OF ATTACHMENTS

Appendix A: List Of Customer Sites

Appendix B: Agreement to Perform Tariff Schedule Related Work (Form 62-4527)

*Automated Documents, Preliminary Statement, Part A

Electric Sample Form No. 79-966
Agreement for Schedule E-OBMC

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

AGREEMENT FOR SCHEDULE E-OBMC

DISTRIBUTION
- ☐ Customer
- ☐ Division
- ☐ Customer Acct
- ☐ Electric Supply
- ☐ _____

REFERENCES
SA#:_____
Premises #:_____
Acct Rep:_____
Rep Ph.#:_____
Circuit # _____

_____,
a(n)_____ (Applicant), and Pacific Gas and Electric Company, a California Corporation (the Company), hereby agree to the following supplemental terms and conditions:

1. RATE SCHEDULE: Applicant must qualify for and receive service to Applicant's premises under an applicable PG&E Rate Schedule. Additionally, Applicant is subject to the provisions of Schedule E-OBMC, which is attached hereto and made a part hereof as Attachment A and any other applicable Company Electric Rate Schedule(s).
2. PLAN OPERATION: Applicant agrees to operate its Optional Binding Mandatory Curtailment (OBMC) Plan upon each and every notice from the Company for the entire duration of the Rotating Outage (RO).
3. APPLICANT RESPONSIBILITIES: Upon notice from the Company, Applicant is responsible to reduce its load such that the load on the entire circuit or dedicated substation serving the Applicant is at or below the required Maximum Load Level (MLL). Load reductions must be achieved as quickly as possible but no later than 15 minutes after the Applicant receives notification from PG&E. If Applicant's OBMC Plan is submitted for a group of customers on a particular circuit, Applicant is the lead customer for the OBMC Plan and shall guarantee the load reductions required to reach the MLLs and pay for all non-compliance penalties. Applicant is responsible to work and coordinate with the non-lead customer(s) on its circuit and represent the non-lead customers for the purposes of the OBMC Plan.
4. PARTICIPATION IN OTHER PG&E DEMAND RESPONSE PROGRAMS: Applicant may participate in another demand response program as specified in Schedule E-OBMC.
5. OBMC PLAN NOT A GUARANTEE: An OBMC Plan is not a guarantee against Applicant being subject to a rotating outage. Daily and emergency switching may cause the circuit to become subject to rotating outages. Applicant may not receive advance notice from the Company of such a rotating outage. Additionally, an OBMC Plan is applicable only to electrical emergencies requiring a rotating outage and it does not prevent Applicant from being subject to outages caused by other load shedding schemes.

   PG&E will make reasonable efforts to notify Applicant of circuit changes other than short-term or emergency circuit changes.

   Pursuant to Electric Rule 14, the Company does not guarantee continuity or sufficiency of supply and will not be liable for interruption or shortage or insufficiency of supply.
6. CIRCUIT AGGREGATION: Applicant may aggregate the load of two circuits for the purposes of participating in the OBMC program if Applicant has a single tax payer identification number and provided: (a) Applicant is the lead customer for both circuits; (b) Applicant has the ability to achieve required load reductions on the total load for the circuits; (c) Applicant agrees to achieve required load reductions on individual circuits subject to the aggregation as required by PG&E or the CAISO in response to geographic area constraints; and (d) Applicant commits that it has not, and will not, receive any payment from any customer on any OBMC circuit for any action related to the OBMC program. All provisions of this agreement and Schedule E-OBMC applicable to individual OBMC plans shall apply to the aggregated OBMC plan.
7. ANNUAL REVIEW: Applicant must update the OBMC Plan by March 15 of each year and confirm with the Company any changes to the previous version. Should Applicant fail to update the OBMC Plan by March 15 this agreement will be terminated.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

8. PARTICIPATION IN OBMC PLAN: The Applicant's OBMC Plan may become invalid over time due to circuit rearrangements or load additions, which result in the MLLs becoming unachievable. Therefore, the Applicant is not guaranteed the ability to participate in an OBMC Plan.

9. APPLICANT INFORMATION: Applicant's OBMC Plan must include the minimum information contained in the OBMC Plan Template, which is attached hereto as Appendix A. Applicant's OBMC plan must include the Applicant's name, PG&E account number, electric rate schedule, service address, mailing address, and contact information including contact name, e-mail address, and alphanumeric pager and facsimile numbers. Applicant's OBMC Plan must also include non-lead customer information including name(s), PG&E account number(s), service address(es), mailing address(es) and contact information.

   The Applicant's OBMC Plan shall include Applicant's load reduction plan that has been reviewed and approved by the Company. The load reduction plan shall indicate the specific quantifiable measures to be used by the Applicant and non-lead customers to reduce load to or below each MLL. The load reduction plan must include the load reduction measures to be utilized during different time periods of the year to achieve the required load reductions when seasonal load profile changes occur. Applicant is responsible for preparing and maintaining the load reduction plan.

10. BASELINE LOAD: The baseline load for the dedicated substation or PG&E circuit that provides service to the customer(s) is equal to the average recorded hourly usage amount (if available) for the same hours as the OBMC operation hours on the immediate past ten (10) similar days, either business days or weekends and holidays, excluding days when the customer was paid to reduce load under another PG&E demand response program and days when the OBMC program operated. See Schedule E-OBMC for further details. Each calendar year the Applicant may exclude the following periods from the 10-day baseline: (a) a period of 15 calendar days designated in advance both for ramp-up and ramp-down of operations during which period the baseline will be the hourly average circuit load for the most recent prior day; (b) up to 10 days as determined by the Applicant and designated in advance to accommodate conditions in the Applicant's operations that affect the 10-day baseline; and (c) up to two days as determined by the Applicant where unplanned outages or other events cause the circuit load to deviate substantially from normal conditions. The Applicant shall provide a minimum of 10 calendar days prior notice to PG&E when exercising option (a); a minimum of 7 calendar days prior notice to PG&E when exercising option (b); and notice to PG&E within one calendar day after the outage or event when exercising option (c). Applicant requests for the above exclusions must be received by PG&E in written or email format within the specified time frames or the requested exclusion will not be allowed. If Applicant requests an operation ramp-up period under option (a) above Applicant must also specify a commensurate operation ramp-down period occurring within one year of the ramp-up period. The 10-day baseline following the ramp-down period must be reduced a minimum of 25% from the 10-day baseline immediately prior to the ramp-down period. If Applicant fails to achieve a 25% reduction in the 10-day baseline following a ramp-down period Applicant will not be allowed future operation ramp-up periods for two years following the ramp-up period.

11. MAXIMUM LOAD LEVELS: Maximum Load Levels (MLLs) are established by the Company corresponding to each of the 5, 10, and 15 percent load reduction levels.

    The MLL for the 5 percent load reduction is equal to the product of the baseline times 0.95.
    The MLL for the 10 percent load reduction is equal to the product of the baseline times 0.90.
    The MLL for the 15 percent load reduction is equal to the product of the baseline times 0.85.

12. MEASURING EQUIPMENT TO VERIFY COMPLIANCE: Where the Applicant is on a dedicated circuit, compliance shall be determined from a telephone accessible electric revenue interval meter. Direct Access Applicants are required to allow the Company telephone access to its electric revenue meter for the purposes of determining OBMC operation compliance. Where the existing

meter is non-interval or is not compatible with the Company's current telephone based meter reading systems, the customer is required to pay for the installation of an interval meter or other required equipment. For bundled service applicants, or direct access applicants who elect to have the Company install the equipment, Electric Rule 2 shall apply. Where a meter is not currently being read via telephone, the Applicant shall coordinate and pay for the installation, and pay all ongoing costs of such necessary telephone equipment and service. The OBMC Plan shall not be approved by the Company until such metering has been installed and the data is able to be collected via telephone or until the Company is able to access the customer-owned meter.

Where the Applicant is served from a PG&E or Applicant owned substation, or is not on a dedicated circuit, or if the OBMC Plan includes a group of customers, compliance for the circuit or dedicated substation shall be determined from electronic recording equipment located in the PG&E substation. Where the circuit does not have electronic recording equipment to monitor its loads, the Applicant shall pay for the installation of the equipment as Special Facilities pursuant to Electric Rule 2. The OBMC Plan shall not be approved by the Company until such electronic recording equipment has been installed, made operational and the recorded load data accessible via telephone.

13. FAILURE TO COMPLY AND NON-COMPLIANCE PENALTIES: Failure to meet the MLLs established by an OBMC Plan within 15 minutes of notification by the Company shall result in a non-compliance penalty for the Applicant. The non-compliance penalty shall be equal to $6.00 per KWH times the average total load on the applicable circuit less the required MLL, as measured during each half-hour of the RO. Failure to pay these penalties may result in termination of electric service pursuant to Electric Rule 11. The Company shall, without liability, terminate any OBMC Plan immediately for failure to reduce circuit load levels to within five (5) percent of the required load reduction for the entire duration of the RO for a second time during a twelve (12) month period. Such termination shall occur if the Applicant and non-lead customers bound by the OBMC Plan have not met or are unable to meet the load relief criteria specified therein. If an OBMC Plan is terminated for non-compliance, participants in the plan shall not be permitted to participate in an OBMC Plan for a period of five (5) years from the date of termination.

14. TERM OF AGREEMENT AND TERMINATION OF AGREEMENT: This OBMC Agreement shall have an initial term of one (1) year but may be extended from year to year, after annual review, with the written approval of the Company. The annual term shall commence upon the effective start date specified in the Company approval letter.

    Except as specified in Section 13 above, the Applicant or the Company may terminate the OBMC Plan upon thirty (30) days' written notice prior to the end of the agreement term. If the Applicant or the Company terminates the OBMC Plan, the Applicant shall not be party to a subsequent OBMC Plan for a period of at least twelve (12) months. Upon termination, regardless of the cause, the circuit will be assigned a Rotating Outage Block (ROB), which may or may not be the same as when the OBMC Plan was initiated.

15. INSTALLATION OF FACILITIES: Applicant hereby grants to the Company permission to furnish, install, operate and maintain upon the property of Applicant, such facilities as the Company deems necessary for its performance under this Agreement including any work incident to rendering service under this Agreement. All facilities installed pursuant to this license shall be and remain the property of the Company. This license shall expire coincident with the expiration or termination of this Agreement and the Company shall have a reasonable period of time to remove facilities installed pursuant to this Agreement and license.

16. INDEMNIFICATION: The Applicant shall indemnify and hold harmless the Company against any and all claims or liabilities for losses, expenses, damage to property, injury to or death of any person or any other liability incurred by the Company, including reasonable expenses, legal and otherwise, caused wholly or in part by modifications to the OBMC program, circuit configuration, circuit loading, or operational conditions associated with rotating outages or other circuit outages or interruptions.

This indemnification shall only be inapplicable where the loss, damage, injury, or expense arises out of the sole negligence or willful misconduct of the Company.

17. ASSIGNMENT: Applicant may assign this Agreement only if the Company consents in writing and only if the party to whom the Agreement is assigned is otherwise eligible to take service under Schedule OBMC and agrees in writing to perform the obligations of Applicant hereunder and to be bound by this Agreement in all respects.

18. COMMISSION JURISDICTION: This Agreement shall be subject to all of the Company's tariff schedules on file with and authorized by the California Public Utilities Commission (Commission) and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Executed this _____day of _____, 20__.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Applicant)	
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Attachment A: Schedule E-OBMC - Optional Binding Mandatory Curtailment Plan

Appendix A: Optional Binding Mandatory Curtailment Plan Template

Appendix A

Agreement for Schedule OBMC

Optional Binding Mandatory Curtailment Plan Template

1. LEAD CUSTOMER INFORMATION:

- Name of customer:_____
- PG&E Account Number: _____
- Electric rate schedule: _____
- Service address: _____
- Mailing address: _____
- E-mail address: _____
- Contact information (Note: contact must have backup coverage plans to ensure continuous ability to be contacted at the numbers listed below):
    - Name of primary contact: _____
    - Primary contact telephone number: _____
    - Alpha-numeric pager address: _____
    - Facsimile number: _____
    - Name of secondary contact: _____
    - Secondary contact telephone number: _____
    - Alpha-numeric pager address: _____

2. NON-LEAD CUSTOMER INFORMATION (if applicable):

- Name of customer no. 2: _____
- PG&E Account Number: _____
- Service address: _____
- Mailing address: _____
- E-mail address: _____
- Contact information:
    - Telephone number: _____
    - Alpha-numeric pager address: _____
    - Facsimile number: _____
- Name of customer no. 3: _____
- PG&E Account Number: _____
- Service address: _____
- Mailing address: _____
- E-mail address: _____
- Contact information:
    - Telephone number: _____
    - Facsimile number: _____

Appendix A (Continued)

3. CUSTOMER LOAD REDUCTION PLAN:

List the specific quantifiable measures to be used to reduce load to or below each MLL during the specified season, time of year, production cycle, etc.:_____

MLL	Curtailment Measures:	Load Reduction Achievable for each Curtailment Measure, MW
5%		
10%		
15%		

List the specific quantifiable measures to be used to reduce load to or below each MLL during the specified season, time of year, production cycle, etc.:_____

MLL	Curtailment Measures:	Load Reduction Achievable for each Curtailment Measure, MW
5%		
10%		
15%		

4. Specify the metering equipment (e.g. telephone accessible PG&E interval meter) that will be used to verify load reductions:_____

Electric Sample Form No. 79-972
Agreement for Unmetered Electrical Service

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION
- ☐ Customer
- ☐ Division,
- ☐ Records Processing

REFERENCES
PM#:_____
BD#:_____
SA#:_____

AGREEMENT FOR UNMETERED ELECTRICAL SERVICE

This Agreement between _____ (Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for equipment described in the attachments to this Agreement and billing data reported monthly or annually as required by this Agreement and subject to review by the Company for unmetered status.

WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for equipment installed subject to this Agreement; and

WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from manufacturer's specifications and operating characteristics of the Customer where the load is 11 hour photo controlled or 24 hour constant and of *one hundred fifty (150) watts or less rated or average consumption* on any one service connection point; and

WHEREAS, pursuant to the Company's electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service as provided herein.

NOW THEREFORE, in consideration of the terms and covenants contained herein, Customer and the Company hereby agree as follows:

1. Customer's equipment that is the subject of this Agreement, are identified in the data sheets set forth in Attachment A (Equipment). Each location will be considered a separate account and billed on the Company's regular monthly billing cycle for the applicable area. Each location will be evaluated for unmetered service separate from any other location. Billing of fixed usage will be done under the rate schedule indicated on Attachment A. Billing will be based on the methodology described in paragraph 3, below. This Agreement is for Equipment directly connected to the Company's distribution system, and is not available for equipment connected via a third party service, third party equipment, or through photo control adapters attached to Company-owned or third-party-owned street light facilities.

2. Each individual piece of Equipment shall constitute a separate unit for purposes of this Agreement. The method of determining the electric usage for each unit shall be as follows:

   a) Where a unit is controlled by a photo control, any such photo control must meet ANSI Standard C136.10, turn on value 1.0 foot candles and turn off value of 1.5 foot candles. Usage must be equal to or less than 150 watts rated or average consumption. It will be billed at 11 hours of photo controlled operating time per day.
   b) Where a unit is not photo controlled, the unit will be billed on a 24-hour basis. Usage must be equal to or less than 150 watts rated or average consumption.
   c) Customer shall provide the Company all of the information necessary to complete Attachment A, including without limitation, the description of the equipment model, type, unit and load, prior to the installation of any Equipment. To facilitate completion of Attachment A, third party testing results or metered results are required where Customer has no manufacturer data. Information to verify the number and location of all Equipment at each service location shall be reported as described in Attachment B.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

3. The monthly energy charge will be based on Equipment identified in Attachment A and the calculated kilowatt hours (kWh) applied to all locations for that equipment from the documented average consumption or rated input (not to exceed 150 watts) multiplied by either a) 731 hours per month (for 24-hour continuous usage) under paragraph 2b, above; or b) 335 hours per month (for photo controlled usage) under paragraph 2a, above. The monthly charge shall also include all other charges under the General Services rate schedule A-1 or B-1, including the single customer charge per location.

4 Pursuant to Section D of the Company's Electric Rule 3, Customer will promptly furnish the Company with notice of any changes in the connected or rated electrical loads or operating characteristics of such load for Equipment and each location for which service is provided under this Agreement, Attachment A shall be revised for the Equipment in question. As required in paragraph 6, Customers shall furnish the Company with information with a frequency and in a format acceptable to the Company, verifying and reconciling the Equipment at each service location, current installs and removals for the month or annually, including changes in Model or type of equipment. Any changes relating to the Model or type shall be reported as described in Attachment A. Any changes relating to the number or location of any Equipment and reflecting the net result of any installations or removals shall be reported as described in Attachment B. If it is determined that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with Electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the applicable charges for this electrical load, calculated in accordance with paragraphs 2 and 3, above. The Company reserves the right to field or bench test Customer's Equipment to verify the full rated input or average consumption. The Company reserves the right to review calibration records of Customer's test equipment used to provide measured load for previously existing grandfathered units. For load with photo controls, if photo control is discovered to be malfunctioning, billing will be based on 24-hour continuous load until such time it has been demonstrated to the Company's satisfaction that the control has been made operable.

5. Auditing will be conducted at the Company's sole discretion. Customer will provide a complete and accurate inventory and other information as required in paragraph 4 and in Attachment A and Attachment B. Customer shall provide access to Equipment and provide assistance to the Company as necessary to complete the audit. The Company shall have the right to collect the costs of the additional field verification work that would otherwise not be incurred in serving metered facilities.

6. As provided for in the Company's Electric Rule 11, Section A.1, billing will continue until such time that Customer informs the Company with 2 days prior written notice to: a) terminate billing: and b) as a condition of this Agreement, to make proper notification for scheduling the Company to de-energize Customer's Equipment.

7. Only duly authorized employees or agents of the Company may connect Customer's electrical loads to, or disconnect the same from, the Company's electric distribution facilities.

8. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on private property or within the public right of way.

9. Service furnished in accordance with this Agreement shall in all respects be subject to Company's applicable tariffs on file with the California Public Utilities Commission and shall at times be subject to such changes or modifications by the California Public Utilities Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

[1]Automated Document, Preliminary Statement Part A

10. Customer's Equipment shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95. Customer will inform the Company as to the state, county, or local government authority with jurisdiction to approve installation of facilities to be energized, obtain proper inspection clearance or other approvals as required, and provide evidence of clearance to the Company. Where no state, county or local government authority has jurisdiction over Customer's installation, Customer will inform the Company of that fact and will provide the Company with a letter from Customer's qualified electrical engineer or engineering consultant authorizing Company to energize service to Customer's Equipment and indicating compliance with Customer's design criteria.

11. This Agreement may be cancelled by either party on thirty (30) days prior written notice to the other party, which shall result in termination of service, unless: a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status.

12. The Company may, at a later date, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue unmetered service.

13. Nothing in this Agreement shall preclude the Company from requesting authority from the California Public Utilities Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.

14. If Customer acquires additional unmetered facilities through merger, purchase, or other forms of acquisition, all such acquired unmetered facilities shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment A(s), if such additional unmetered facilities have not previously been identified to the Company. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of paragraph 20.

15. The Company is authorized to revise the form of Attachment A and Attachment B at its sole discretion and at any time require additional information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.

16. All notices required herein shall be given in writing and delivered personally, by United States Postal Service or other nationally recognized courier service to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer:	_____	Pacific Gas and Electric Company
Address:	_____	Billing Revenue & Records
	_____	P.O. Box 8329
	_____	Stockton, CA 95208
	_____	
Attn:	_____	Attn. Unmetered Electric Usage

[1]Automated Document, Preliminary Statement Part A

17. Customer's bill shall be mailed to the address listed below and in Attachment A.

Billing Name: _____
Address: _____
_____

Attn: _____

18. The waiver by either Party of any default in the performance, or failure to insist on strict performance, by the other or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

19. Customer may, with the Company's written consent, assign this Agreement if the assignee agrees in writing to perform all of Customer's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains responsible for all obligations under this Agreement up to the effective date of the assignment. In lieu of an assignment, the Customer's successor in interest may retrofit the Equipment for metering under Company's existing tariffs.

APPROVED:

This agreement is effective when accepted and executed by PG&E.

	PACIFIC GAS AND ELECTRIC COMPANY
Customer/Company	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

[1]Automated Document, Preliminary Statement Part A

Electric Sample Form No. 79-973
Generating Facility Interconnection Agreement
For Non-Export Generating Facilities

Please Refer to Attached
Sample Form

GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

This *Generating Facility Interconnection Agreement for Non-Export Generating Facilities* (Agreement) is entered into by and between _____, a _____ (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Non-Export Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1. A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2. Generating Facility identification number: _____ (Assigned by PG&E).

2.3. Producer's electric service agreement ID number: _____ (Assigned by PG&E).

2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____
Address: _____
City/Zip Code: _____

2.5. The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6. The Net Nameplate Rating of the Generating Facility is _____ kW.

2.7. The expected annual energy production of the Generating Facility is _____ kWh.

2.8. For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the Generating Facility ☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

2.9. The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

3.1. This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

Appendix A- Description of Generating Facility and Single-Line Diagram (Supplied by Producer).

Appendix B- Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).

Appendix C- A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties).

Appendix D- (When Applicable) Operating Requirements for Energy Storage Device(s).

3.2. When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21, Section C.

4. TERM AND TERMINATION

4.1. This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.

(c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

4.2. Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

(c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,

(d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.

4.3. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

4.4. Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

5.1. The electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall attempt in good faith to regulate the electric power output of Producer's Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility.

5.2. If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration) (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that its Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect

Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with Section 216.6 of the PUC. If PG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Status Change).

5.2.1. PG&E shall revise its records and the administration of this Agreement to reflect the Status Change and provide Notice to Producer of the Status Change pursuant to Section 9.1 below. This Notice shall specify the effective date of the Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E's Notice shall include an invoice for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PUC.

5.2.2. Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this Section 5.2, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

5.3. If Producer's Generating Facility includes any energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix D of this Agreement.

5.4. Smart Inverters - For Producer, applications received on or after September 9, 2017, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings,** in accordance with the specifications therein.

Distribution Provider may require a field verification of the Producer's inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at: http://www.gosolarcalifornia.org/equipment/inverters.php.)

Verification of inverter model's compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating

Facility that meets one or more of the following conditions:

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Producer has submitted the interconnection application prior to September 9, 2017,

(c) the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application[1] no later than March 31, 2018, or

(d) the Producer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Producer replacing an "existing inverter" certifies it is being replaced with either:

(i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or

(ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section /H.3.d.ii..

6. INTERCONNECTION FACILITIES

6.1. Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer's Generating Facility.

6.2. Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.

6.3. If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

[1] A complete application consists all of the following without deficiencies:
1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Producer final inspection clearance from the governmental authority having jurisdiction over the generating system.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

8.1. In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

(a) Two million dollars ($2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;

(b) One million dollars ($1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and

(c) Five hundred thousand dollars ($500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.

(d) Two hundred thousand dollars ($200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

8.2. The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

8.3. If Producer's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.

8.4. Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

8.5. Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

8.6. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:

(a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.

(b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.

8.7. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

9. NOTICES

9.1. Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Generation Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Producer: Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX: (_____) _____

9.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.

9.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

10.1. PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.

10.2. Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

13.1. This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

13.2. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

13.3. The interconnection and services provided under this Agreement shall at all times

be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

13.4. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

BY:

	PACIFIC GAS AND ELECTRIC COMPANY
(Producer's Company Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Producer)

APPENDIX B
RULES “2” AND “21”
(and any other Tariffs pertinent to the situation)
(Provided by PG&E)

(Note: PG&E’s tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.)

APPENDIX C
(If Applicable)
RULE 21 “SPECIAL FACILITIES” AGREEMENT
(Formed between the Parties)

APPENDIX D

(If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- ❑ Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.

- ❑ Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand. 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.

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: _____

City/Zip Code: _____

[1] Additional forms are available on PG&E's website at http://www.pge.com/gen).

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.

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 application[3] 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.

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.

(c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms

of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

(c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a

substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,

(d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.

5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.

6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.

6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (between 30 kW and 1,000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental Application* (Form 79-998); (3) a signed and completed *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

7. INTERCONNECTION FACILITIES

7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.

7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.

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 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.

10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Generation Interconnection Services- Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:
Customer-Generator Name:_____

Address: _____

City: _____

Phone: (_____) _____

FAX: (_____) _____

11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.

11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

CUSTOMER-GENERATOR'S NAME		PACIFIC GAS AND ELECTRIC COMPANY	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	Manager, Generation Interconnection Services
Date:	_____	Date:	_____

APPENDIX A
DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)

APPENDIX B
(If Applicable)
Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)

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, 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).

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

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 application[2] no later than March 31, 2018, or

[2] A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
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.

(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:

(a) The Parties agree in writing to terminate the Agreement.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.

(c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

(c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,

(d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.

5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.

6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.

6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall 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 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:

(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 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 strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

	PACIFIC GAS AND ELECTRIC COMPANY
(Customer Generator's Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

APPENDIX A

DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)

APPENDIX B (If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527) (Formed between the Parties)

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

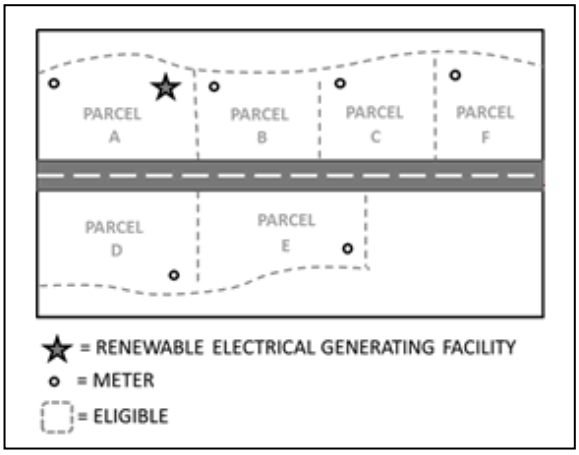
In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

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 Sample Form No. 79-988 Sheet 1
Generating Facility Interconnection Agreement (Third Party Non-Exporting)

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

This *Generating Facility Interconnection Agreement (3rd Party Non-Exporting)* (Agreement) is entered into by and between _____ a _____ (Producer), and Pacific Gas and Electric Company (PG&E), a California corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE, PURPOSE, AND RELATED AGREEMENT

1.1 This Agreement, in conjunction with the *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* (Form 79-992) identified in Section 1.2 and attached as Appendix E, 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 2.2. This Agreement does not provide for Producer to deliver electric power to PG&E's Distribution System, nor does this Agreement constitute an agreement by PG&E to provide retail electrical service to Producer. Such arrangements must be made separately between PG&E and Producer.

1.2 The Generating Facility shall be interconnected with PG&E's Distribution System consistent with, and pursuant to, the *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* between PG&E and _____, (Customer) its successors or assigns dated _____, (*Customer Agreement*).

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 Customer's loads are Interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement.

2.2 Name and address used by PG&E to locate the Customer's Electric Service Account(s) used to interconnect the Generating Facility with PG&E's Distribution System:

_____

_____

_____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

2.3 The Gross Nameplate Rating of the Generating Facility is _____ kW.

2.4 The Net Nameplate Rating of the Generating Facility is _____ kW.

2.5 The annual energy production of the Generating Facility is expected to be _____ kWh.

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 For the purpose of securing certain tariff charge exemptions available under the California Public Utilities Code (PU Code), Producer hereby declares that the Generating Facility:

(a) ☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the PU Code.

(b) ☐ does / ☐ does not meet the requirements for Distributed Energy Resource Generation as such term is used in Section 353.1 of the PU Code.

3. DOCUMENTS INCLUDED

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 - A Copy of *PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service* (Form 79-280, *Special Facility Agreement*) (If applicable, and formed by the parties).

Appendix C - Producer's warranty that the Generating Facility meets the requirements for a Cogeneration facility pursuant to Section 216.6 of the Public Utilities Code *(when applicable).*

Appendix D - Producer's warranty that the Generating Facility meets the requirements for Distributed Energy Resources Generation as defined in Section 353.1 of the Public Utilities Code *(When applicable).*

Appendix E - *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* (Form 79-992).

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 16 of this Agreement. 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 31st day following the date the *Customer Agreement* is terminated unless such *Customer Agreement* is assigned to another party or replaced by a subsequent agreement. The Parties shall cooperate in obtaining an assignment or replacement agreement.

(c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 of this Agreement to the other Party of Producer 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 tariffs, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Unless otherwise agreed in writing by the Parties, 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 2.6 of this Agreement as the Generating Facility's expected date of Initial Operation; or,

(d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E's Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.

4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file an application to terminate this Agreement with the Commission pursuant to the Commission's rules and regulations.

4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY OPERATION

5.1 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 Electric Rule 21, and any other regulations and laws governing the interconnection of the Generating Facility.

5.2 The electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility. 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 PU Code.

5.3 Producer shall regulate the electric power output of Producer's Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility.

5.4 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.

5.5 Producer shall not operate the Generation Facility in parallel with PG&E's Distribution System unless the *Customer Agreement* is in effect. If the *Customer Agreement* identified in Section 1.2 is terminated, Producer agrees to cease operating the Generating Facility in parallel with PG&E's Distribution System.

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 Electric Rule 21, or any other tariff approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This agreement shall be attached to and made a part of this Agreement as Appendix B.

7. LIMITATION OF LIABILITY

7.1 Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

7.2 PG&E shall not be liable to Producer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Producer resulting from termination of *the Customer Agreement* provided such termination is consistent with the terms of the *Customer Agreement.*

8. INSURANCE

8.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

(a) Two million dollars ($2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;

(b) One million dollars ($1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and

(c) Five hundred thousand dollars ($500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.

(d) Two hundred thousand dollars ($200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability,

and Broad Form Property Damage including Completed Operations."

8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

8.3 If Producer's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.

8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

8.5 Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:

(a) Producer shall provide to PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.

(b) If Producer ceases to self-insure to the level required hereunder, or if Producer is unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.

8.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

9. NOTICES

9.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: [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.

Producer authorizes PG&E to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission (Commission) information regarding the Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the generating facility, as requested from time to time pursuant to the CEC's or Commission'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, DEFINED TERMS

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 tariffs applicable to the electric service provided by PG&E. Copies of such tariffs are available at *www.PGE.com* or by request to PG&E and are incorporated into this Agreement by this reference.

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 tariffs, rates, charges, classification, service, or any agreement relating thereto.

13.5 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement

or in PG&E's Rule 1 or Electric Rule 21, Section C. If any term is defined in both Rule 1 and Electric Rule 21, the definition in Electric Rule 21 shall prevail.

14. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. PG&E shall determine in its sole discretion whether prior commission approval is required for such amendments or modifications.

15. ENTIRE AGREEMENT

This Agreement and the *Customer Agreement* referenced in Section 1.2, including any incorporated tariffs, 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, the *Customer Agreement* or in the incorporated tariffs.

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

	PACIFIC GAS AND ELECTRIC COMPANY
(Company Name)	
(Signature)	***(Signature)***
(Print Name)	***(Print Name)***
(Title)	***(Title)***
(Date)	***(Date)***

APPENDIX A

DESCRIPTION OF GENERATING FACILITY

AND SINGLE-LINE DIAGRAM

(Supplied by Producer)

APPENDIX B

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, and formed by the Parties)

APPENDIX C

(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 California Public Utilities Code (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 sole 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 sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the 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 sole 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.

APPENDIX D

(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 California Public Utilities Code (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 sole 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 sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the 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 sole 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.

APPENDIX E

CUSTOMER GENERATION AGREEMENT
(3RD PARTY GENERATOR ON PREMISES)
(NON-EXPORTING)

Electric Sample Form No. 79-992
Customer Generation Agreement
(Third Party Generator on Premises Non-Exporting)

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

CUSTOMER GENERATION AGREEMENT (3rd PARTY GENERATOR ON PREMISES, NON-EXPORTING)

This *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* (Agreement) is entered into by and between _____ _____ a _____ (Customer), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE, PURPOSE, AND RELATED AGREEMENTS

This Agreement, in conjunction with the *Generating Facility Interconnection Agreement (3rd Party Non-Exporting* (Form 79-988), identified in Section 2.2 and attached as Appendix A, allows the Producer (as identified in Section 2.2) to utilize Customer's electrical facilities to interconnect and operate the Generating Facility in parallel with PG&E's Distribution System. The purpose of the Generating Facility is to serve the Customer's electrical loads at the location identified in Section 2.1.

2. SUMMARY AND DESCRIPTION OF THE PARTIES AND LOCATION OF GENERATING FACILITY

2.1 The name and address used by PG&E to locate the Customer or electric service account where the Generating Facility interconnects with PG&E's Distribution System is:

_____

_____

_____

2.2 The Generating Facility shall be Interconnected with PG&E's Distribution System pursuant to the *Generating Facility Interconnection Agreement (3rd Party Non-Exporting)* between PG&E and _____ its successors or assigns (Producer) dated _____ (Producer Agreement).

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

2.3 Producer's contact information:

_____

_____

_____

3. CUSTOMER ACKNOWLEDGEMENTS AND OBLIGATIONS

3.1 Customer acknowledges that it has authorized the Generating Facility to be installed and operated by Producer in accordance with PG&E's Electric Rule 21 on or adjacent to Customer's premises. Such Generating Facility shall be used to serve all or a portion of Customer's electrical loads associated with the electric service provided by PG&E at the location identified in Section 2.1, above, and any other purpose permitted under the *Producer Agreement*. Customer shall be solely responsible for the terms of any agreement between it and Producer.

3.2 Customer shall be solely responsible for any charges incurred under PG&E's electric service tariffs for the services provided to Customer by PG&E. Customer acknowledges that it is the sole end-use consumer of such tariffed services. This Agreement does not constitute an agreement by PG&E to provide any tariffed service to Producer.

3.3 Customer acknowledges the Generating Facility shall be operated in compliance with all PG&E tariffs, including but not limited to PG&E's Electric Rule 21, and any other regulations and laws governing the interconnection of the Generating Facility. Customer further acknowledges that it has been made aware of the charges and conditions related to the operation of the Generating Facility including, but not limited to Standby Tariff, Preliminary Statement "BB" Non-Bypassable Charges Tariff, and Electric Rule 2, and that the performance or lack of performance of the Generating Facility may affect the rates and charges billed by PG&E for the electric power delivered to Customer. Copies of such tariffs are available at www.PGE.com or by request to PG&E.

3.4 Any amounts to be paid, or refunded to, PG&E for the services received by Customer as a result of the Producer failing to operate the Generating Facility in accordance with the terms of the representations and warranties made under the *Producer Agreement* shall be paid to PG&E in accordance with PG&E's electric tariffs.

3.5 Customer shall make the Generating Facility reasonably accessible to PG&E's personnel, contractors or agents to perform PG&E's duties under Electric Rule 21.

3.6 Smart Inverters - For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings**, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer's inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at: http://www.gosolarcalifornia.org/equipment/inverters.php.)

Verification of compliance with such requirements shall be provided by the Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

(a) it is already approved by PG&E for interconnection prior to September 9, 2017,

(b) the Customer has submitted the interconnection application prior to September 9, 2017,

(c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application[1] no later than March 31, 2018, or

[1] A complete application consists all of the following without deficiencies:
1. A completed Interconnection Application including all supporting documents and

(d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer replacing an "existing inverter" certifies it is being replaced with either:

(i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or

(ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

4. TERMS AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 13 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the Customer's electric service account through which the Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.

(c) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the 31st day following the date the Producer Agreement is terminated, unless the responsibility for such Producer Agreement is assigned to or replaced by a subsequent Producer. The Parties shall cooperate in obtaining an assignment or replacement agreement.

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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.

(d) At 12:01 A.M. on the 61st day after Customer or PG&E provides written Notice pursuant to Section 6 below to the other Party of the Customer or PG&E's intent to terminate this Agreement.

4.2 Customer may elect to terminate this Agreement pursuant to the terms of Section 4.1(d) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(d) for one or more of the following reasons:

(a) A change in PG&E's applicable tariffs, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Unless otherwise agreed in writing by the Parties, Customer fails to take all corrective actions specified in PG&E's Notice provided in accordance with Section 6 that Customer is out of compliance with the terms of this Agreement within the time frame set forth in such Notice.

5. LIMITATION OF LIABILITY

5.1 Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

5.2 PG&E shall not be liable to Customer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Customer resulting from termination of the *Producer Agreement* between Producer and PG&E, provided such termination is consistent with the terms of the *Producer Agreement.*

6. NOTICES

6.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly

given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: [Contact information to be supplied]

If to Customer: [Contact information to be supplied]

6.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 6.1.

6.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

7. RELEASE OF DATA

Customer authorizes PG&E to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission (Commission) information regarding the Generating Facility, including Customer's name and location, and the size, location and operational characteristics of the Generating Facility, as may be requested from time to time pursuant to the CEC's or Commission's rules and regulations.

Customer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer's assignment of this Agreement.

9. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

10. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFFS, DEFINED TERMS

10.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

10.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

10.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by PG&E. Copies of such tariffs are available at www.PGE.com or by request to PG&E and are incorporated into this Agreement by this reference.

10.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.

10.5 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 1 or Electric Rule 21 Section C. If any term is defined in both Rule 1 and Electric Rule 21, the definition in Electric Rule 21 shall prevail.

11. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. PG&E shall determine in its sole discretion whether prior commission approval is required for such amendments or modifications.

12. ENTIRE AGREEMENT

This Agreement, and the *Producer Agreement*, including any incorporated tariffs, contain the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement, the *Producer Agreement*, or in the incorporated tariffs.

13. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

	PACIFIC GAS AND ELECTRIC COMPANY
(Company Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

APPENDIX A

Generating Facility Interconnection Agreement

(3rd Party Non-Exporting)

BETWEEN

PRODUCER AND PACIFIC GAS AND ELECTRIC COMPANY

Electric Sample Form No. 79-995 Sheet 1
Agreement for Customers Taking Service on Schedule E-31

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

- ☐ Customer
- ☐ ES&S
- ☐ Customer Billing
- ☐ Service Analysis
- ☐ _____

REFERENCES

SA#: _____

AGREEMENT FOR CUSTOMERS TAKING SERVICE ON SCHEDULE E-31

This Agreement for Customers Taking Service on Schedule E-31 (hereinafter "Agreement") is made between _____ ("Customer" or "the Customer"), a(n) _____Corporation and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), a California corporation. PG&E and the Customer will be referred to collectively herein as the "Parties" or individually as "Party." Customer is either: (a) an existing PG&E customer who, because of Schedule E-31, is declining an offer of retail electric service from a competing irrigation district ("Competitor") through the use of Competitor's transmission and/or distribution facilities and thus is choosing not to bypass PG&E's distribution system for retail delivery of electricity to the Customer's premises; or (b) a potential PG&E customer who is currently taking, or has the option to take, retail distribution service from Competitor but, because of Schedule E-31, has decided to take retail distribution service from PG&E. Customer's premises are located at _____
("Premises").

This Agreement provides for a discount to be applied to Customer's otherwise-applicable PG&E rate schedule, to establish an average electric rate (net of commodity costs) competitive with the rate the Customer currently pays or would pay for obtaining electricity through [ne Competitor's distribution facilities ("Discount Percentage"). This discount is determined using the price calculations described in Section 1 below and is intended to respond to the potential for bypass of PG&E's distribution system by making PG&E's rates competitive with the rates offered by Competitor.

The Parties agree to the following terms and conditions:

AGREEMENT

1. **DISCOUNTED RATE**: The Customer's Discounted Rate under this Agreement will be calculated as follows:

    a. **PG&E Average Non-Commodity Rate**. The PG&E Average Non-Commodity Rate is me projected annual PG&E revenue from the Customer (excluding commodity cost revenue and taxes and surcharges) divided by the Customer's projected annual usage in kilowatt-hours. The projected annual PG&E revenue is calculated by applying the non-commodity rates in the Customer's otherwise-applicable schedule to its historical billing determinants over the preceding twelve months. Customer's historical billing determinants will be adjusted for projected load change.

    b. **Competitor's Average Non-Commodity Rate**. The Competitor's Average Non-Commodity Rate is calculated using the identical billing determinants in Section 1.a., above. The Competitor's tariff rates (or other documented non-tariff rate offer) are applied to billing determinants adjusted as appropriate to account for differences in Competitor's billing determinant definitions (e.g. seasons, time-of-use periods) to calculate total bundled annual revenue (excluding any applicable taxes and surcharges). An estimate of Customer's annual commodity cost is then subtracted from this amount, and the result is then divided by the Customer's projected total annual usage to obtain the Competitor's Average Non-Commodity Rate. PG&E will estimate the Customer's annual commodity cost based upon the generation rate component in PG&E's owe respective tariff as a proxy for what the Competitor would pay for its generation. After April 1. 2003, the generation rate in PG&E's rate schedule will be reduced by the energy surcharges provided in Schedule E-EPS to determine the generation portion of the rates.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

The Competitor's Average Non-Commodity Rate will reflect all applicable out-of-pocket competitive transition and other non-bypassable charges that Customer would be obligated to and would itself pay PG&E upon departure, or in the case of a Customer currently taking service from the Competitor, is already paying to PG&E and/or would pay the competitor upon departure.

In situations where PG&E deems that the Competitor's tariff rates do not effectively represent the true electric costs that the Customer will encounter at its site due to receipt by the Customer of a written non-tariff rate offer from the Competitor, the non-tariff rate offer may be used to make this calculation.

c. **Competitive Discount**. The Competitive Discount is calculated as the difference between the PG&E Average Non-Commodity Rate and the Competitor's Average Non-Commodity Rate. PG&E has the discretion to offer a larger discount (resulting in a lower price) if, in PG&E's business judgment, it is necessary to do so to retain or attract the Customer. However, PG&E may not discount the energy surcharges adopted by the Commission in D.01-01-018 and D.01-03-082 (as implemented in D.01-05-064).

d. **PG&E Average Non-Commodity Rate (Net of Non-Bypassable Charges)**. PG&E's Average Non-Commodity Rate (Net of Non-Bypassable Charges) is calculated by applying the functionally unbundled non-commodity rate components (except for the non-bypassable charges) in the Customer's otherwise-applicable rate schedule to the billing determinants in Section 1.a above, to calculate annual non-commodity revenue (net of non-bypassable charge revenue), then dividing by the Customer's annual usage.

e. **Allowable Discount**. The Allowable Discount is calculated by reducing the Competitive Discount, if necessary, to ensure that the resulting discounted rate (i.e., the PG&E Average Non-Commodity Rate minus the Allowable Discount) can be no lower than the Marginal Transmission and Distribution Cost. If the Customer is located in the area described in P.U. Code Section 9610(b) (i.e., the 4-city area which PG&E proposed to sell to Modesto Irrigation District in 1997), then the resulting discounted rate can be no lower than 120 percent of the Marginal Transmission and Distribution Cost. Marginal Costs are defined in Section 7 of this Agreement.

f. **Rate Discount Percentage**. The Rate Discount Percentage is the Allowable Discount expressed as a percentage of PG&E's Average Non-Commodity Rate (Net of Non-Bypassable Charges)

g. **Discounted Rate**. The Discounted Rate is calculated by applying the Rate Discount Percentage to all non-commodity rate components (excluding non-bypassable charges). These discounted rate components, along with the other non-discounted billing components found in the Customer's otherwise-applicable rate schedule, shall be combined to establish the Customer's Schedule E-31 Rate.

The Discounted Rate will be subject to annual review and possible future modifications to ensure that the constraint described in Section 1.d above, continues to be met during the term of the Agreement.

Eligibility for Schedule E-31 does not depend in any way upon whether or not the customer takes bundled service from PG&E or purchases its energy from another supplier, and customers taking service under Schedule E-31 may switch their energy supplier as allowed under PG&E's Rule 22 and applicable tariffs Since the discount calculation described in this section does not involve commodity/costs the amount of the Schedule E-31 discount

is the same regardless of whether the Customer takes bundled service from PG&E or purchases its energy from another supplier.

The Rate Discount Percentage is shown in Exhibit A to this Agreement. Customer's otherwise-applicable rate schedule is _____ (include voltage level _____.).

2. INFORMATIONAL REQUIREMENTS

To qualify for service under this Agreement, Customer must first provide PG&E with the following information and demonstrate, to PG&E's satisfaction, the credibility of the same as it applies to the Premises:

- Written rate offer from Competitor or Competitor's tariff (in the case of a Customer already taking service from Competitor);
- Any other Customer cost or operational information that PG&E deems pertinent to the analysis.

Customer will sign under penalty of perjury, have notarized, and deliver ta PG&E an affidavit attesting to the fact that the Customer has received a bona fide offer from an irrigation district at rates less than PG&E's tariffed rates (see Exhibit B). PG&E shall evaluate the information provided by Customer and any other available information and determine in its sole discretion whether Customer qualifies far this Agreement.

3. REQUIREMENT OF DELIVERY OF ELECTRICITY THROUGH PG&E'S SYSTEM

Customer shall use PG&E-delivered electricity for their total electrical load requirement throughout the term of this Agreement. Customer shall not use any electricity that is not delivered By PG&E unless the Customer is:

- utilizing emergency generation in the event of an outage;
- testing emergency generation facilities (not to exceed 10 hours per month); or
- given prior written permission by PG&E or similar operational events

If Customer utilizes any electricity not delivered by PG&E other than as provided above, PG&E may cancel this Agreement as specified in Section 9 ("Cancellation and Termination").

The Customer may choose to purchase energy from either PG&E in a bundled transaction or from another supplier, with the power delivered over PG&E lines via direct access arrangement.

GENERAL TERMS AND CONDITIONS

4. COMMENCEMENT DATE

The rate discount shall take effect no earlier than the date on which, in PG&E's judgment, the customer would have begun taking service from the Competitor ("Commencement Date"), or, in the case of a new Customer, the date the Customer begins taking PG&E distribution service. The Commencement Date for this Agreement is The Customer will be billed at the Discounted Rate on the Customer's first regular scheduled meter read Dale after the "Commencement Date."

This Agreement must be fully executed prior to the Customer receiving the Discounted Rate.

5. TERM

This Agreement shall expire or _____, 20____.

6. COMMISSION JURISDICTION

This Agreement shall be subject to all of PG&E's tariffs on file with, and authorized by, the California Public Utilities Commission (Commission) and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction. Such action by the CPUC may be grounds for cancellation of this Agreement by either Party.

7. FLOOR PRICE

Over the term of this Agreement, the sum of the non-commodity charges collected by PG&E from the Customer, exclusive of any additional applicable taxes or surcharges and expressed in units of dollars per kilowatt-hour, shall net fall below the Floor Price defined as PG&E's total, distribution planning area-specific, marginal transmission and distribution cost, expressed in units of dollars per kilowatt-hour (or, if the Customer is located in the area described in P.U. Code Section 9610(b), 120 percent thereof. The marginal costs will be determined using the appropriate CPUC-approved methodologies for marginal costing purposes in effect at the time.

8. ANNUAL REVIEW

Once each calendar year, odor to March 31 PG&E shall compute me total Schedule E-31 revenue it has collected from the Customer during the preceding calendar year to ensure that PG&E has collected, at a minimum the annual revenue (or adjusted portion thereof, if toe customer was not taking service on Schedule E-31 for the entire calendar year) associated with the Floor Price, The Parties agree that if the revenues collected during the preceding calendar year fall below the amount associated with the Floor Price Customer shall pay PG&E a lump sum equal to that shortfall amount. In no case however, shall the revenues paid exceed what the customer would pay on its otherwise-applicable schedule PG&E shall notify customer of any lump sum payment obligation as soon as possible according to Section 11 below, after it has completed its annual review. This payment; will be due and payable in full, without interest thirty (30) days after PG&E has notified the Customer in writing of its payment obligation.

If a shortfall occurs, and after all shortfall payments described above have been made by Customer, the Customer may request that PG&E simply bill the Customer at a rate equal to the Floor Price. PG&E will continue to do so until such time as the Customer's Discounted Rate exceeds the Floor Price at which time the Customer will once again be billed at the Discounted Rate established in this Agreement. This provision is intended to eliminate the potential for any future lump sum shortfall payments by the Customer.

9. CANCELLATION AND TERMINATION

The Customer may terminate this Agreement at any time prior to the end of its term by giving PG&E a minimum of thirty (30) days written notice of such termination Upon such termination Customer shall be required to pay PG&E a liquidated damages payment as specified in Section 10. Notwithstanding the foregoing, Customer shall not be liable for liquidated damages if it terminates this Agreement due to a permanent plant or business closure at the Premises

PG&E may cancel this Agreement upon thirty (30) days written notice to Customer if Customer uses electricity not delivered by PG&E to supply toe electrical load at the Premises for a total of 1,080 hours during the term of this Agreement. In the event of the termination of this Agreement

pursuant to this paragraph, Customer shall be liable to PG&E for liquidated damages in an amount calculated under Section 10.

Either Party may cancel this Agreement upon thirty (30) days written notice in the event any regulatory body or court of competent jurisdiction finds that a provision of this Agreement, or a portion thereof, is unenforceable or invalid and the canceling Party determines, in good faith, that the remaining provisions of this Agreement have been rendered unenforceable or disadvantageous; provided the written notice is made within 60 days of the date of the regulatory or court decision.

10. LIQUIDATED DAMAGES

PG&E's electric business is based upon furnishing services to its customers under its standard tariffs authorized by the CPUC. This Agreement provides a special rate and service level to Customer that is outside of the bounds of these standard tariffs. It will be extremely difficult for the Parties to identify the amounts of increased or additional costs attributable to Customer's termination of this Agreement. The liquidated damages payment is required to ensure that neither PG&E nor its ratepayers are financially or otherwise damaged if the Customer chooses to prematurely terminate this Agreement. Parties agree the liquidated damages specified herein are a reasonable approximation of damages which PG&E and its ratepayers may incur as a result of such termination, and that the damage amount does not represent a penalty.

The Customer shall not be liable for liquidated damages to the extent termination, automatic or otherwise, is due to permanent plant or business closure at the Premise.

Customer's liquidated damages payment, if applicable, will be due to PG&E within ninety (90) days of the date this Agreement is terminated. As of the date of termination, the liquidated damage payment amount shall be calculated as follows:

For termination within 30 months of the Commencement Date (i.e., one-half of the rate discount period):

The liquidated damages payment shall equal the net present value amount of the discount provided by PG&E to the Customer under this Agreement until and on the date of its termination.

For termination later than 30 months after the Commencement Date:

The liquidated damages payment shall equal the net present value amount of the discount provided by PG&E to the Customer under this Agreement, until and on the date of its termination, less that amount multiplied by the ratio of: (a) the number of months between the Commencement Date and the termination date minus 30 months: to (b) 30 months. This formula is mathematically expressed as follows:

Damages = Discount - (Discount x Ratio),

where Ratio = (Commencement Date - Termination Date - 30) / 30

11. NOTICE

Any notice either PG&E or Customer may wish to give to the other must be in writing. Such notice must be either hand delivered, or sent by U.S. certified or registered mail postage prepaid, to the person designated to receive notice for the other Party, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered. Notices delivered by mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing,

To: (Customer) _____
_____
_____
_____

PG&E: Pacific Gas and Electric Company
Tariffs and Compliance
Mail Code H28H
P.O. Box 777000
San Francisco, CA 94177

12. SERVICE RELIABILITY

PG&E's standard for reliability of service for Customer shall be as dictated in PG&E's Electric Rule 14 or its successor, a copy of which is attached to this Agreement and incorporated by reference herein.

13. ASSIGNMENT

Customer may not assign this Agreement to a third party without the prior written permission of an authorized representative of PG&E. Any assignment is subject to any applicable CPUC authorization or regulation except as waived by the CPUC.

14. SEVERABILIT

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforcement of the remaining provisions or portions thereof shall not be affected thereby; provided, however, that should either Party determine, in good faith, that such unenforceability or invalidity renders the remaining provisions of this Agreement economically infeasible or disadvantageous, such Party may terminate this Agreement upon thirty (30) days prior written notice to the other, provided such written notice is made within 60 days of the date of the court decision.

15. FORCE MAJEURE

Neither Party hereto shall be liable for any failure of performance, other than the continuing obligation to make payments due hereunder for periods prior to the event of force majeure, owing to causes beyond its reasonable control and the occurrence of which could not have been prevented by the exercise of due diligence. Refusal by either Party to accede to demands of laborers or labor unions that it considers unreasonable shall not deny it the benefits of this provision. If either Party hereto is unable, for any reason, to deliver or receive full or partial quantities of electricity contemplated by this Agreement due to force majeure, the Party so unable to perform shall promptly advise the other Party that such condition exists, and the Parties shall suspend operations under this Agreement to the extent dictated by the force majeure event, until the event of force majeure is remedied and both Parties can once again deliver and receive electricity, respectively. Any force majeure event shall be remedied as far as possible with all reasonable

dispatch. The term "force majeure" as employed herein shall include, but is not be limited to: acts of God; strikes or other industrial disturbances; acts of a public enemy; the direct or indirect effect of governmental orders actions, or interference civil disturbances; explosions; breakage of or accidents to machinery or power lines; power outages; the necessity of making repairs to or alterations of machinery or power lines; landslides; lighting; earthquakes; fires: storms; floods; and washouts. Force majeure shall not include financial considerations.

16. NO INCIDENTAL OR CONSEQUENTIAL DAMAGES

PG&E shall not be liable for any incidental special or consequential damages, including but not limited to lost profits and loss of power related in any way with the performance of either Party under this Agreement.

17. WAIVER

A waiver by either Party or any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.

18. SURVIVAL

The provisions of this Agreement which by their nature should survive expiration, cancellation or other termination of this Agreement, including but not limited to provisions regarding financial obligations, shall survive such expiration, cancellation or other termination.

IN WITNESS THEREOF, the Parties have executed this Agreement in multiple originals of equal dignity by their respective duly authorized representatives.

Executed this _____day of _____, 20_____

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	_____
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)

Attachments: Exhibit A
Exhibit B
Electric Rule 14

AGREEMENT FOR CUSTOMERS TAKING SERVICE ON SCHEDULE E-31

Exhibit A – Discount Amount Worksheet

1. **PG&E's Average Non-Commodity Rate (S/kWh)**

   (Under otherwise-applicable rate schedule attach calculation

   _____

2. **Competitor's Average Non-Commodity Rate (S/kWh)**

   (Reference Competitor's tariff or other written offer, including out-of-pocket non-bypassable charges that customer would pay; attach calculation)

   _____

3. **Competitive Discount ($1kWh)**

   (Item 1 minus Item 2)

   _____

4. **PG&E's Average Non-Commodity Rate (Net of Non-bypassable Charges) (S/kWh)**

   (Under otherwise-applicable rate schedule: attach calculation)

   _____

5. **Allowable Discount (S/kWh)**

   (Matching Discount adjusted to account for constraints on discounting; attach calculation)

   _____

6. **Rate Discount Percentage (%)**

   (Item 5 divided by Item 4)

   _____

AGREEMENT FOR CUSTOMERS TAKING SERVICE ON SCHEDULE E-31

Exhibit B – Affidavit Regarding Receipt of Bona Fide Offer from An Irrigation District

Under perjury, I, _____, hereby state:

I am the _____, of _____
(Title) (Parent Company)

a _____ corporation, and am authorized to make this affidavit
(State)

on behalf of _____ ("Company").
(Company)

Pacific Gas and Electric Company (PG&E) and Company propose to enter into an agreement under which PG&E would deliver electric service to Company's Premises. This Proposed Agreement for Customers Taking Service on Schedule E-31 ("Agreement") conveys PG&E's offer of an electric service pricing discount at Company's premises, if Company decides not to take (or continue to take) delivery of electricity at its Premises through Competitor's proposed distribution facilities. The current electric load already being served to the Company by PG&E (or to be served by PG&E by the year_____.), which could be (or currently is) served by Competitor's proposed system, is approximately_____kWh/yr.

Premises Location _____

_____

_____

Company has decided not to proceed with receiving (or to continue receiving) electric service from the Competitor's distribution facilities at this time. Furthermore, the Company has received a bona fide offer from an irrigation district at rates less than PG&E's tariffed rates.

Executed at_____, California, this_____day of_____,20_____.

Notarized by:

_____
(enter full Company name)

By:_____

Title: _____

Electric Sample Form No. 79-997 Sheet 1
Interconnection Agreement for Net Energy Metering of Biogas Digester Generating Facilities

Please Refer to Attached
Sample Form

DISTRIBUTION:

☐ XXXX
☐ XXXX
☐ XXXX
☐ XXXX
☐ _____

REFERENCE:

_____
_____
_____
_____
_____

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

This "Interconnection Agreement for Net Energy Metering of Qualifying Biogas Digester Generating Facilities" ("Agreement") is entered into by and between _____("Biogas Customer-Generator"), and Pacific Gas and Electric Company ("PG&E"), a California Corporation. Biogas 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 Biogas Customer-Generator to interconnect and operate an Eligible Biogas Digester Electrical Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Biogas Customer-Generator's Generating Facility. Biogas Customer-Generator's Generating Facility is intended primarily to offset part or all of the Biogas Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Section 2827.9 of the California Public Utilities Code and Pacific Gas and Electric Company's electric rate Schedule NEMBIO ("NEMBIO"), Parties enter into this Agreement. This Agreement applies to the Biogas 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 BIOGAS 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 Biogas Customer-Generator's Eligible Biogas Digester Electrical Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to, and made a part of this Agreement. (This description is supplied by Biogas Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E)

2.3 Biogas Customer-Generator's electric service account number: _____ (Assigned by PG&E)

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Eligible Biogas Digester Electrical Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.

2.7 The expected annual energy production of the Generating Facility is _____ kWh.

2.8 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

2.9 Biogas Customer-Generator's otherwise-applicable-rate schedule as of the execution of this Agreement is _____.

3. DOCUMENTS INCLUDED; DEFINED TERMS

3.1 This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Biogas Customer-Generator)

Appendix B A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) ("Special Facility Agreement"), if applicable, (Formed by the Parties).

Appendix C List of qualifying accounts eligible for aggregation under Special Condition 2 of Schedule NEMBIO (if applicable).

In addition PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEMBIO, and Biogas Customer-Generator's otherwise applicable rate schedule, available at PG&E's web-site at www.pge.com, or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement, or in PG&E's Rule 21, Section H, or in Schedule NEMBIO.

4. CUSTOMER BILLING AND PAYMENT OPTIONS

Biogas Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.9 of this Agreement as its otherwise-applicable rate schedule. Biogas Customer-Generator understands that they will be billed according to Schedule NEMBIO.

As provided under Special Condition 2 of Schedule NEMBIO, dairy operations may aggregate the electric load of other qualifying accounts. Exhibit C of this Agreement lists all accounts that qualify for this provision. Exhibit C may be modified from time to time by mutual consent of the Parties. Biogas Customer-Generator must provide PG&E with at least 60 days Notice pursuant to Section 11of this Agreement, of proposed changes to Exhibit C.

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 18, below, which shall be no later than 12/31/06. 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 Biogas Customer-Generator's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.

(c) At 12:01 A.M. on the 61st day after Biogas Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Biogas Customer-Generator's or PG&E's intent to terminate this Agreement.

5.2 Biogas Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Biogas Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Biogas 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) Biogas Customer-Generator fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to January 1, 2007; or,

(d) Biogas Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Biogas Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Biogas Customer-Generator's apparent abandonment of the Generating Facility affirming Biogas Customer-Generator's intent and ability to continue to operate the Generating Facility; or,

(e) Biogas Customer-Generators facility ceases to meet all applicable safety and performance standards set out in Section 6.

5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS:

6.1 Biogas Customer-Generator's generator must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable rules of the Public Utilities Commission regarding safety and reliability.

6.2 Biogas Customer-Generator shall: (a) maintain the Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities. Biogas Customer-Generator shall reimburse Pacific Gas and Electric Company for any and all losses, damages, claims, penalties, or liability it incurs as a result of Biogas Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Biogas Customer-Generator's Facility.

6.3 Biogas Customer-Generator shall not commence parallel operation of the Facility until Pacific Gas and Electric Company has provided written approval to the Biogas Customer-Generator to do so. No such approval shall be provided until at least ten (10) working days following the utility's receipt of the inspection clearance of the governmental authority having jurisdiction. Such approval shall not be unreasonably withheld. Pacific Gas and Electric Company shall have the right to have representatives present at the initial testing of Biogas Customer-Generator's protective apparatus. Biogas Customer-Generator shall notify the utility five (5) working days prior to the initial testing.

6.4 The Biogas Customer-Generator warrants that they are the recipient of local, state, or federal funds; or they self-finance pilot projects designed to encourage the development of eligible biogas digester electrical generating facilities.

7. INTERCONNECTION FACILITIES

7.1 Biogas 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 Biogas Customer-Generator's Generating Facility.

7.2 Biogas Customer-Generator shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Biogas Customer-Generator owns.

7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Biogas 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

9.1 In connection with Customer-Generator's performance of its duties and obligations under this Agreement, Customer-Generator shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

(a) Two million dollars ($2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;

(b) One million dollars ($1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one-hundred (100) kW; and

(c) Five hundred thousand dollars ($500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.

(d) Two hundred thousand dollars ($200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

9.2 The general liability insurance required in this Section shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

9.3 If Biogas Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.2(a) prevents Biogas Customer-Generator from obtaining the insurance required in this

Section, then upon Biogas Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.2(a) shall be waived.

9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

9.5 Biogas Customer-Generator agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

9.6 If Biogas Customer-Generator is self-insured with an established record of self-insurance, Biogas Customer-Generator may comply with the following in lieu of Section 9.2:

(a) Biogas Customer-Generator shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.

(b) If Biogas Customer-Generator ceases to self-insure to the level required hereunder, or if Biogas Customer-Generator is unable to provide continuing evidence of Biogas Customer-Generator's ability to self-insure, Biogas Customer-Generator agrees to immediately obtain the coverage required under Section 9.1.

9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company
Attn: Manager, Generation Interconnection Services.
PO Box 770000
Mail Code B13J
San Francisco, California 94177

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

10.1 If Biogas Customer-Generator fails to comply with the insurance provisions of this Agreement, Biogas Customer-Generator shall, at its own cost, defend, save harmless and indemnify Pacific Gas and Electric Company, 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 Biogas 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 Biogas Customer-Generator to elect not to provide any such required insurance.

10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

11.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Business Customer Services
P.O. Box 770000
Mail Code B8C
San Francisco, California 94177
Phone: (800) 468-4743
FAX: (415) 972-5309

If to Biogas Customer-Generator:

Biogas 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 Biogas Customer-Generator's operations and maintenance records, logs, or other information such as, Generation Unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Biogas Customer-Generator's Generating Facility or its interconnection with PG&E's Distribution System.

12.2 Biogas Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Biogas Customer-Generator's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Biogas 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 Biogas Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Biogas Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

This agreement is effective when accepted and executed by PG&E.

	PACIFIC GAS AND ELECTRIC COMPANY
Biogas Customer Generator's Name	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

APPENDIX A

DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM, (Provided by Biogas Customer-Generator)

APPENDIX B
(If Applicable)

RULE 21 "SPECIAL FACILITIES" AGREEMENT
(Formed between the Parties)

APPENDIX C
(If Applicable)

LIST OF QUALIFYING ACCOUNTS ELIGIBLE FOR AGGREGATION UNDER SPECIAL CONDITION 2 OF SCHEDULE NEMBIO

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

Customer Account No.	Address (Street, City, Zip Code)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature: (PG&E):_____ Date:_____

(Customer)_____ Date:_____

Date Completed:

Page __ of ___

Electric Sample Form No. 79-999 Sheet 1
Agreement for Limited Optional Remote Metering Service

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:

- ☐ CUSTOMER (Original)
- ☐ AREA OFFICE (Original)
- ☐ CUSTOMER BILLING
- ☐ CAPITAL ACCOUNTING
- ☐ CRT METERING

REFERENCE:

_____
_____
_____
_____
_____

AGREEMENT FOR LIMITED OPTIONAL REMOTE METERING SERVICE

This AGREEMENT FOR LIMITED OPTIONAL REMOTE METERING SERVICE (Agreement) is made by **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, (PG&E) and _____ (Customer) (individually "Party" and jointly "Parties").

The installation of PG&E's meters under this Agreement is pursuant to PG&E's electric tariff rules and rate schedules, of which this Agreement is a part. Customer agrees to abide by the requirements of PG&E's rules and rate schedules including the following terms and conditions.

1. At the request of Customer, PG&E hereby agrees, as an accommodation, to install at Customer's expense within a reasonable period of time, a PG&E-owned interval meter. PG&E will remove any existing meter.
2. If required, Customer is responsible for the installation of a wired telephone line that terminates within three (3) feet of the Customer's meter panel and terminates within eighteen (18) inches to seventy-two (72) inches above grade. Customer is also responsible for any maintenance and repair of the telephone line. The telephone line installation must be completed and the telephone line must be operational before PG&E will perform any meter installation work. For a situation in which it is not feasible for the telephone company to install a wired telephone line, PG&E may, at Customer's request and expense, arrange for a cellular telemetry system to be installed and activated.
   a. Customer is responsible for the on-going phone service charges.
   b. Operation and maintenance of telecommunications lines shall be Customer's sole responsibility.
3. PG&E will perform all metering and meter programming work. This includes all maintenance, repair, or any meter related work.
4. PG&E will bill Customer in advance of the meter installation work, its estimated cost for all costs associated with the meter installation, including labor, materials, shipping and administration costs. Customer agrees to pay an ownership cost, as specified in PG&E's Electric Rule 2, and any applicable Income Tax Component of Contribution (ITCC) at the rate set forth in PG&E's electric Preliminary Statement Part J. The Customer charges will be shown on Exhibit A – Cost Summary, to this Agreement. Revocation or termination of the Agreement in whole or in part shall not relieve Customer of any obligation: (a) to pay charges incurred prior to such revocation, nor (b) to indemnify PG&E as provided in Section 12 herein.
5. PG&E will begin the meter installation work when both parties have signed the Agreement and PG&E has received payment from the Customer.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

6. PG&E will perform all meter reading services that are necessary to prepare the customer's monthly energy bill. PG&E will use its normal business practices to perform the meter reading services.
7. PG&E shall make a reasonable attempt to provide the services described in this Agreement in a timely and expeditious manner. However, PG&E shall not be responsible for any delay in completion of its work resulting from any cause or condition beyond the control of PG&E. PG&E shall have the right to allocate material or labor resources to the construction or maintenance projects that it deems, in its sole discretion, most important to serve the needs of all of its customers. Any delay in service work for the Customer hereunder resulting from such allocation or reallocation of PG&E's resources shall be deemed to be beyond PG&E's control.
8. PG&E shall at all times during this Agreement continue to own, operate, maintain, read and replace the PG&E meter, and carry out all other activities lawfully permitted or required under PG&E's tariffs, rules, CPUC regulations and requirements, and PG&E's business practices. Such activities shall include, but not be limited to, investigations of tampering or suspected energy theft and actions taken during emergencies or in the normal course of business. Customer acknowledges that such activities by PG&E may affect the ability of PG&E to obtain interval meter data. Customer agrees that PG&E shall not be liable for any harm, detriment, or damage of any kind to Customer, or any other third party resulting from PG&E being unable to access the interval meter data.
9. Regardless of the manner in which the PG&E meter shall be attached to property owned by, or under lease to Customer, the PG&E meter shall remain the property of PG&E and title shall remain in PG&E. Customer's use of the PG&E meter shall not ripen into any title, or right in and to the PG&E meter, and Customer shall not make any claim of right or title, nor resist or assail PG&E's title, to the PG&E meter based on this Agreement or Customer's use hereunder. Customer shall not permit any judgment or lien against it to encumber the PG&E meter and shall give PG&E immediate notice of any attempt to place a lien on PG&E meter by any third person or party.
10. This Agreement in no way precludes PG&E from exercising its rights to enter and leave customer's premises for any purpose connected with the furnishing of electric service (including, but not limited to, meter reading, inspection, testing, routine repairs, replacement, maintenance, and emergency work).
11. Customer shall not assign this Agreement to, nor permit the use of the PG&E meter by, any third party without obtaining the prior express written consent of PG&E.
12. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' 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, except as provided for in this Section. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability, except in the event of an action covered by the Indemnification provisions of Section 13 of this Agreement, in which event this Section 12 shall not be applicable.

13. Customer shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Customer, or either Party's contractors or subcontractors; injury to property of PG&E, Customer, or any third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Customer's performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees. Customer acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity. Customer shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. Customer shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.
14. The waiver by either party of any default in performance, or the failure to insist on strict performance, by the other of any covenant or duty herein shall not be construed as a waiver of any preceding or subsequent defaults of the same or other covenant or duty.
15. Each provision in this Agreement shall be considered separate and severable from every other provision herein; if any provision shall be held to be invalid by a court or regulatory or administrative body having jurisdiction, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, the remaining provisions shall remain in effect and shall in no way be impaired thereby.
16. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. This Agreement shall at all times be subject to such changes and modifications by the California Public Utilities Commission as said Commission may direct, from time to time, in the exercise of its jurisdiction. Where the terms of this Agreement conflict with PG&E's filed tariffs or rules, PG&E's filed tariffs and rules govern. Except for matters and disputes with respect to which the Commission is the sole proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco County, California shall constitute the sole proper venue for resolution of any matter or dispute

hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

17. If any monetary payment under this Agreement is not received by PG&E when due, such payment shall bear interest from the due date until received by PG&E at the lesser of (a) the rate set forth in PG&E's Electric Rule 7 section (c), or (b) the maximum rate permitted by law. Any change in said interest rate shall become effective on the same date on which a change in PG&E's Electric Rule 7 section (c) becomes effective.
18. This Agreement contains the entire agreement of the parties and cannot be modified or amended in any respect except by a writing executed by PG&E and Customer.
19. Any notice to be given in connection with this Agreement shall be in writing and may be served by personal delivery or be sent by certified mail, or by reputable courier service that provides written evidence of delivery, addressed as specified below, or to such other address as requested by either party in writing, in the manner specified herein. Delivery by facsimile shall not be considered sufficient notice under this Agreement. Notice shall be effective upon actual receipt or upon refusal to accept delivery.
20. This Agreement may be terminated provided that each party agrees to use reasonable efforts to give the non-terminating party at least 30 days' prior notice of any such termination.

IN WITNESS WHEREOF the parties have executed this Agreement this _____day of _____, 20_____.

This agreement is effective when accepted and executed by PG&E.

	PACIFIC GAS AND ELECTRIC COMPANY
_____	
Customer/Company	
_____	_____
Authorized by (Print)	Authorized by (Print)
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

LIST OF ATTACHMENTS

AGREEMENT FOR LIMITED OPTIONAL REMOTE METERING SERVICE

Exhibit A: Cost Summary

A. INSTALLATION COSTS $_____

B. OWNERSHIP COST[1] $_____

C. ITCC[2] $_____

D.CUSTOMER PAYMENT $_____

[1] Cost of Ownership = (Installation Cost x P% x 12) x (PW) / 100, where P% is the monthly customer-financed cost of ownership percentages shown in electric Rule 2 and PW is the Present Worth factor.

[2] ITCC = Income Tax Component of Contribution (Currently _____% of the installation cost for electric).

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			(L)
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Attachment 2

Redline Tariffs

For convenience of the reader, PG&E has included redline revisions in Attachment 2.

Where sample forms have been revised, the entire sample form is included in Attachment 1 (clean version), but the redline version in Attachment 2:

1) Includes the pages where the Privacy Policy modification has occurred, and excludes pages of the form where only the advice letter number and date has been updated; and,

2) In instances, where a sample form is presented under both electric and gas tariffs, only the redlines of the electric sample form is being provided in Attachment 2. The revisions are identical to both the gas and electric sample forms.

These actions were taken to show the modifications being made to the sample forms in Attachment 2 and to reduce the number of pages of this advice letter.

Electric Sample Form No. 02-2590 Sheet 1
Interim Service Agreement

Please Refer to Attached
Sample Form

CONTINUOUS SERVICE AGREEMENT

As a convenience to our customers who lease or rent individually metered units to tenants, PG&E offers the "Continuous Service" option. Under the agreement, PG&E agrees to maintain gas and/or electric service to customer's vacant units by placing the service agreements in the applicant's name when tenants discontinue service.

Please fill out the information below and return this agreement to PG&E as described in Section 11 of the Terms of Agreement.

Step 1: This Agreement between _____ (Applicant) and Pacific Gas and Electric Company (PG&E) is to establish and govern the provision of all gas and electric service by PG&E during the time period commencing when a tenant in an individually-metered unit at Applicant's Service Address requests termination of liability for payment of PG&E service, and ending when PG&E establishes service in the name of a new tenant in the same unit. The service provided by PG&E during this time period shall hereinafter be referred to as "interim service" at the Applicant's Service Address below:

Step 2: Check Commodity: **Gas & Electric** ☐ **Electric only** ☐ **Gas Only** ☐

Step 3: Would you like a single account for all bills? **Yes** ☐ **No** ☐

Step 4: Please list the service address(es) you want included in this agreement. Include House number (exact numbers), street, apartment number (if applicable), city and zip code.

Service Address: _____

_____

Attach Additional Service Addresses on Page 3 (if needed).

Step 5: Where do you want the bills mailed?

Billing Address: _____

City, State and Zip Code: _____

Terms of Agreement

1) Applicant affirms that Applicant is the owner or manager of the property herein referred to as "Applicant's Service Address," where Applicant's Service Address is a property containing separately metered units for lease or rent to third party tenants.

2) Whenever a tenant at Applicant's Service Address requests termination of liability for payment for the gas and/or electric service, PG&E will read the meter(s), render a closing bill to the tenant and transfer the account for Continuous Service to Applicant.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. . The Privacy Policy is available at pge.com/privacy.

11) Correspondence regarding this Agreement should be sent either by facsimile at (209) 476-7694 or mailed to PG&E at the following address:

Pacific Gas & Electric Company
Landlord Department
P.O. Box 8329
Stockton, CA 95208

12) This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Property Owner:	**Property Manager** (If Property Manager Authorization Agreement Exists):
Signature	*Signature*
~~*Last 4 digits of SSN or Taxpayer ID (circle appropriate)*~~	~~*Last 4 digits of SSN or Taxpayer ID (circle appropriate*~~
Print Name	*Print Name*
Print Title (owner, managing member or partner)	*Print Title (property manager, accountant, etc.)*
Date	*Date*
Daytime phone	*Daytime phone*
Cell Phone	*Cell Phone*
E –Mail Address	*E –Mail Address*

Attached Additional Service Addresses (if needed):

Electric Sample Form No. 62-0562 Sheet 1
Gas & Electric Facilities Transfer Agreement - Declaration

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

☐ Transferor
☐ Division
☐ Customer Care

REFERENCES

Order #:_____
SD #:_____
D&C #:_____
MLX #:_____
R/W #:_____

GAS & ELECTRIC FACILITIES TRANSFER AGREEMENT - DECLARATION

Submitted to Transferor By:

_____

Date of Issuance: _____

_____ **(TRANSFEROR)**, has requested **PACIFIC GAS AND ELECTRIC COMPANY (PG&E)**, a California Corporation, to acquire Transferor's ☐ Gas; ☐ Electric Facilities (Facilities) as summarized on "Exhibit A", and situated at _____, and to deliver ☐ Gas; ☐ Electric Energy (Energy) to the existing Customers (Customers) served from the Facilities and listed on "Exhibit B" for the operation of the utilization Equipment (Equipment). The Incremental Base Annual Revenue and Economic Analysis and Payment Computation for the gas and electric systems are summarized in "Exhibit C.1." and "Exhibit C.2.", respectively. The Facilities are shown on sketch marked "Exhibit D". All exhibits are attached hereto and made part hereof.

Executed this _____ day of _____ , _____

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Transferor	_____
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

MAILING ADDRESS:

_____

_____

_____

Attachments: (Mark each attachment needed)

☐ Exhibit A - Facilities
☐ Exhibit B - Customers
☐ Exhibit C.1. - Incremental Base Annual Revenue
☐ Exhibit C.2. - Economic Analysis and Payment
☐ Exhibit D - Gas and/or Electric Facilities Sketch
☐ Exhibit E - Additional Terms and Conditions
☐ Gas Rule 15
☐ Gas Rule 16
☐ Electric Rule 15
☐ Electric Rule 16

Transferor: *Please initial here to confirm receipt of all attachments:*_____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. . The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 62-0579 Sheet 1
Design/Construction Change Order Request

Please Refer to Attached
Sample Form

DESIGN / CONSTRUCTION CHANGE ORDER REQUEST

Project Title: _____ Date: _____

Prepared by (print): _____

Order #: _____ Phone #: _____

Location of Change: _____

Check all that apply:
☐Electric ☐Gas ☐Design ☐Construction

Description of Change or additional work: (e.g. flopped lot, trench occupant change, etc.)

_____

_____

_____

Description of Estimated Costs	Cost	Tax
Total Estimated Cost of Change		

☐ This change requires detailed cost development.

Date Requested for Design/Construction Change: _____

We the undersigned, as a principal or agent for the owner, hereby authorize PG&E to perform the above described work and agree to make payment within thirty (30) days from the receipt of this invoice. This agreement does not supersede or cancel any other applicable contract terms and conditions. If at any time during construction or thereafter, a change in condition exists that would deviate from PG&E standards as described in G.O. 95, 112E, 128, or the Gas and Electric Service Requirements specifications, PG&E will notify the applicant, make the needed modifications or repairs and prepare a change order for billing at the applicant's expense.

This agreement is effective when accepted and executed by PG&E.

	PACIFIC GAS AND ELECTRIC COMPANY
Company	
Work Authorized by (print)	Executed for PG&E by (Print)
Signature	Signature
Title	Title
Phone Number	Phone Number

† Information collected on this form is used in accordance with PG&E's Privacy Policy. . The Privacy Policy is available at pge.com/privacy.

Automated Document, Preliminary Statement Part A

Electric Sample Form No. 62-0683 Sheet 1
Application for Service -- Residential Single Family Dwelling

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

APPLICATION FOR SERVICE
RESIDENTIAL SINGLE FAMILY DWELLING

Please complete this application and submit the completed form to PG&E Application for Service at P.O. Box 24047, Fresno, CA 93706-2010. You may also submit applications at http://www.pge.com/cco or call 1-877-PGE-SRVC.
**Indicates optional fields.*

Project Information

☐ Gas Service ☐ Electric Overhead Service ☐ Electric Underground Service Date Initial Service Needed_____

Project Address or Lot Number_____ City_____ County_____Zip_____

Single Family Dwelling☐ Multiple Lots☐ *Assessor's Parcel_____ *Building Permit_____

Nearest Cross Street_____

Applicant / Company Name_____

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other_____

Day Phone (_____)_____ *Cell Phone (_____)_____ *Fax (_____)_____ *Email address_____
(Correspondence will be sent via e-mail)

Applicant Address_____ City_____State_____Zip_____

Contract Information

Legal Name to appear on contract_____

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other_____

*State of incorporation or LLC_____

Name of person authorized to sign contracts_____*Title _____
(First Name, Middle Initial, Last Name)

Mailing address for contract _____ City_____State_____Zip_____

Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone (_____)_____ *Cell Phone (_____)_____ *Fax (_____)_____ *Email address_____

Mailing address _____City_____ State_____ Zip_____

*Contractor's Name_____ *Contractor's Phone (_____)_____

Credit Information (Party responsible for energy use after the meter is installed)

Name/Company Name to appear on bill_____ Day Phone (_____)_____ *Evening Phone (_____)_____
(First Name, Middle Initial, Last Name)

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other_____

Mailing address _____City_____ State_____ Zip_____

*Does the customer currently have service with PG&E? ☐ No ☐ Yes

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 62-0684 Sheet 1
Application for Service -- Residential Subdivision/Development

Please Refer to Attached
Sample Form

APPLICATION FOR SERVICE
RESIDENTIAL SUBDIVISIONS / DEVELOPMENT

Please complete this application and submit the completed form and attachments to PG&E Application for Service at P.O. Box 24047, Fresno, CA 93706-2010. You may also submit applications at http://www.pge.com/cco or call 1-877-PGE-SRVC.
** Indicates optional fields.*

Project Type

☐ Build-Out (Production) Subdivision ☐ Apartments ☐ Zero Lot Line

☐ Condominiums ☐ Lot Sale Number of lots / units

Project Information

☐ Gas Service ☐ Electric Overhead Service ☐ Electric Underground Service Date Initial Service Needed

Project Name *Tract Number

Project Address /Location City County Zip

Nearest Cross Street

Applicant / Company Name

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

Day Phone( ) *Cell Phone ( ) *Fax ( ) *Email address
(Correspondence will be sent via e-mail)

Applicant Mailing Address City State Zip

Trench start date Date you will begin construction (grading) Trench completion date

Contract Information

Legal Name to appear on contract

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

*State of incorporation or LLC

Name of person authorized to sign contracts *Title
(First Name, Middle Initial, Last Name)

Mailing address for contract City State Zip

Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address

Mailing address City State Zip

*Contractor's Name *Contractor's Phone

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

[1] Automated Document – Preliminary Statement Part A

Electric Sample Form No. 62-0685 Sheet 1
Application for Service -- Commercial/Industrial Development

Please Refer to Attached
Sample Form

APPLICATION FOR SERVICE
COMMERICAL / INDUSTRIAL DEVELOPMENT

Please complete this application and submit the completed form and attachments to PG&E Application for Service at P.O. Box 24047, Fresno, CA, 93706-2010. You may also submit applications at http://www.pge.com/cco or call 1-877-PGE-SRVC.
**Indicates optional fields.*

Project Type

☐ Commercial Service (new) ☐ Commercial/Industrial Development ☐ Commercial/Industrial Service Upgrade (additional load / equipment)

☐ Industrial Service (new) ☐ Mixed Use Commercial/Residential Number of Buildings Number of Electric Services

Project Information

☐ Gas Service ☐ Electric Overhead Service ☐ Electric Underground Service Date Initial Service Needed

Project Address or Lot Number City County Zip

Nearest Cross Street

*Assessor's Parcel No. * Building Permit No.

Applicant / Company Name

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address

(Correspondence will be sent via e-mail)

Applicant Address City State Zip

Contract Information

Legal name to appear on contract

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

*State of incorporation or LLC

Name of person authorized to sign contracts * Title

(First Name, Middle Initial, Last Name)

Mailing address for contract City State Zip

Representative Information **(Party who will relay project information and updates to the PG&E representative)**

Name of Representative

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address

Mailing address City State Zip

*Contractor's Name *Contractor's Phone ( )

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 62-0686 Sheet 1
Application for Service -- Agricultural Service

Please Refer to Attached
Sample Form

APPLICATION FOR SERVICE
AGRICULTURAL SERVICE

Please complete this application and submit the completed form to PG&E Application for Service at P.O. Box 24047,Fresno, CA 93706-2010. You may also submit applications at http://www.pge.com/cco or call 1-877-PGE-SRVC.

** Indicates optional fields.*

Project Type

Applicants will be served under an agricultural rate schedule if 70% or more of the annual energy use on the meter is for agricultural end-uses. Agricultural end-uses consist of: (a) growing crops, (b) raising livestock, (c) pumping water for irrigation of crops, or (d) other uses which involve production for sale. (Note: PG&E's Electric Rule 1 contains the complete qualification criteria for agricultural rates).

What percentage of the annual energy use will be for agricultural end-uses?

☐ New Agricultural Service ☐ Additional Load or Equipment to Existing Agricultural Service

Number of Buildings Number of Services

Project Information

☐ Gas Service ☐ Electric Overhead Service ☐ Electric Underground Service Date Initial Service Needed

Project Address or Lot Number City County Zip

Nearest Cross Street

*Assessor's Parcel No. *Building Permit No.

Applicant / Company Name

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

Day Phone *Cell Phone ( ) *Fax ( ) *Email address

(Correspondence will be sent via e-mail)

Applicant Mailing Address City State Zip

Contract Information

Legal Name to appear on contract

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

*State of incorporation or LLC

Name of person authorized to sign contracts *Title

(First Name, Middle Initial, Last Name)

Mailing address for contract City State Zip

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 62-0687 Sheet 1
Application for Service -- Existing Service Relocate/Change Service

Please Refer to Attached
Sample Form

APPLICATION FOR SERVICE
EXISTING SERVICE RELOCATE / CHANGE SERVICE

Please complete this application and submit the completed form and attachments to PG&E Application for Service at P.O. Box 24047 Fresno CA, 93706-2010. You may also submit applications at http://www.pge.com/cco or call 1-877-PGE-SRVC.
**Indicates optional fields.*
This application is intended for stand-alone relocation requests. If your project also requires new service, please complete a new service application in place of this one. New service applications can be found at http://www.pge.com/cco.

Project Type

Type of Work (please choose one)

☐ Residential Single Family ☐ Residential Subdivision ☐ Commercial/Industrial/Agricultural

☐ Mixed Use (Commercial/Residential Combination) ☐ Agency (City, County, Cal-Trans)

Reason for Relocation / Rearrangement Request (please check all that apply) *

☐ Panel/Meter Relocation (Gas & Electric) ☐ Panel Upgrade (No Load Added) ☐ Panel Upgrade (Added Load)

☐ Temporarily De-energize Panel ☐ Temporarily De-energize Service ☐ Temporarily Disconnect Service

☐ Cut off/Demolition ☐ Meter or Meter Size Change ☐ Service Relocation (Pipes & Electric Wires)

☐ Relocate PG&E Facilities (Poles, Boxes, Wires, Pipes, Guys) ☐ Overhead to Underground Conversion

☐ Other _____

Description of Work Requested: _____

Project Information

☐ Gas ☐ Electric Overhead ☐ Electric Underground ☐ Date Relocation Needed

Project Address or Lot Number City County Zip

Nearest Cross Street

Applicant / Company Name

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency

☐ Sole Proprietor ☐ Other

Day Phone ( ) *Cell Phone( ) *Fax ( ) *Email address

(Correspondence will be sent via e-mail)

Applicant Address City State Zip

*Building Permit Number *PG&E Account Number Date PG&E facility rearrangement / relocation needed

PG&E may relocate or rearrange service in accordance with Gas and/or Electric Rules 2, 13, 15, 1, 20, 21 and LS schedules as applicable. There may be circumstances where application of PG&E's distribution/service extension rules would place an undue financial burden on PG&E. In these cases, PG&E may apply the exceptional case provisions of its Rules 15 and 16.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 62-0980 Sheet 1
Distribution Service and Extension Agreement Declarations

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:
☐ Applicant (copy)
☐ Division (copy)
☐ CFM(Original)

REFERENCES:
Notification # _____
E-PM # _____
G-PM # _____
Bill Doc # _____
MLX # _____
Prior MLX # _____
Customer # _____

DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS[1]

Submitted to Applicant by:

PG&E REP NAME

Date of issuance:_____

1. _____**(Applicant),** has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to deliver **Gas / Electric** energy to the property situated at **Enter Address Here** and shown on the attached drawings.

2. **Applicable Documents.** The cost summary for the facilities to be installed is attached hereto as Exhibit A. These facilities shall be installed in accordance with the applicable rules on file with the California Public Utilities Commission (which may include Gas and Electric Rules 2, 13, 15, 16, and 20), as well as the requirements set forth in the Provisions (Form 62-0982) and the General Terms and Conditions for Gas and Electric Service by Applicant (Form 79-716) These documents are located online in PG&E's Tariff Book, which is available at http://www.pge.com/cco . Should you require hard copies please contact your PG&E Representative.

3. **Construction Options.** The responsibility for providing line extension work is divided between PG&E and the Applicant. However, Applicant may chose to have a qualified contractor perform some of the work that is PG&E's responsibility, and may choose to have PG&E perform some or all of the work that is the Applicant's responsibility. PG&E will reimburse or collect money based on its estimate of the costs, subject to the applicable rules. Based on Applicant's request, the contract costs are based on the following construction options:

PG&E Responsibility [1]		To Be Performed By	
		PG&E	Applicant
Gas	Main Trench	☐	☐
	Main Pipe Installation	☐	☐
	Service Pipe Installation	☐	☐
Electric	Distribution Wire and Equipment Installation	☐	☐
	Service Wire Installation	☐	☐

Applicant Responsibility [2]		To Be Performed By	
		PG&E	Applicant
Gas	Service Trench	☐	☐
Electric	Distribution Trench	☐	☐
	Service Trench	☐	☐
	Distribution Substructure Installation	☐	☐
	Service Substructure Installation	☐	☐

1. PG&E's responsibilities per Rule 15.b.1.b and Rule 16.D.2
2. Applicant's responsibilities per Rule 15.b.1.a and Rule 16.D.1

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 62-3282 Sheet 1
Request for Service

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

PG&E Use Only
Issue Date:_____
By:_____
SA #:_____
_____
:_____

REQUEST FOR SERVICE
(FOR USE ONLY WITH INTERIM SERVICE AGREEMENT)

The undersigned requests that gas and/or electric service be started at this service address:

_____
House No. *Street* *Apt. No.* *City*

Effective on (must allow three working days): _____
Month *Day* *Year*

Please note: Request will be worked within three working days of receipt by PG&E. Appointment date should be requested a minimum of three working days in advance and should not be scheduled for a Saturday, Sunday or holiday. Four-hour appointment time frames will be accommodated only if resources are available. If resources are unavailable on the date or time requested, appointments will be scheduled as an all day (8 a.m. to 8 p.m.) appointment.

In the event that the gas and/or electric commodity are physically off, access to the main breaker and/or gas appliances must be provided on the date of the appointment. Is there any reason PG&E would not be able to access our equipment or your gas appliances to complete this request (e.g., locked gate or dog)? ☐ Yes ☐ No

If Yes, please explain: _____

_____

The following information is required to establish the above utility service: *(Please Print)*
Your Name:_____
First *Middle* *Last*

Mailing Address (if different from service address):

_____

_____

_____

Telephone Numbers (include area code and extension):

_____
Home *Business*

Email Address:

_____

_____

Previous Address:

_____
House No. *Street* *Apt. No.* *City*

How Long?_____ Was PG&E service in your name? ☐ Yes ☐ No

If yes, has it been turned off? ☐ Yes ☐ No Approximate Date: _____
(Any outstanding balance will be included in your initial bill at the new service address.) *Month* *Day* *Year*

If no, do you want it turned off? ☐ Yes ☐ No _____
Month *Day* *Year*

Social Security Number:_____

(In order to start service it may be necessary to perform a credit check to determine whether or not security is required. If security is required, it will be included on your bill. If the Social Security Number is not provided, security will be required and also included on your bill.)

If applicable, name of spouse or domestic partner: _____

Please note: Copies of applicable rates and rules are available online at http://www.pge.com/tariffs/. You will receive rate information in the mail. Please call our toll-free customer service number (800) 743-5000 if you would like to change your rate or customer information.

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.

Signature of applicant(s): _____ Date: _____

_____

FAX TO: 1-800-399-0213

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

*Automated Documents, Preliminary Statement, Part A

Electric Sample Form No. 62-4042 Sheet 1
Surety Bond/Bill Guaranty

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

BOND # _____

SURETY BOND / BILL GUARANTY

In consideration of Pacific Gas and Electric Company furnishing gas and/or electric service to **(a)** _____ ***(applicant)*** without demanding that the Applicant provide a cash deposit as security for the payment for the Utility Service, I guarantee the prompt payment of all bills due or to become due for the Utility Service provided to Applicant.

If the Applicant does not pay the entire amount due for the Utility Service after Pacific Gas and Electric Company has demanded payment from the Applicant, I will pay all amounts due for Utility Service to Pacific Gas and Electric Company, up to but not exceeding total of **(b)** _____ ***($).***

I authorize Pacific Gas and Electric to transfer any past due closing bill (limited to the amount of this guaranty) for the Utility Service provided to Applicant to my current account or any subsequent account I may have with Pacific Gas and Electric Company. I agree that Pacific Gas and Electric Company may disconnect service to any or all accounts to which the closing bill is transferred if the bill is not paid. **(This clause does not apply to bonding and/or insurance company using a surety bond).**

I waive notice of acceptance of this guaranty, presentation of bills and other collection notices, and consent without further notice to any extension of time granted to the Applicant for payment of any amount due.

I agree that I cannot require Pacific Gas and Electric Company to pursue any remedy Pacific Gas and Electric Company might have against Applicant as a prerequisite to pursuing any remedy Pacific Gas and Electric Company may have against me under this guaranty.

I agree to pay Pacific Gas and Electric Company all cost and expenses it shall incur associated with collection proceedings, including reasonable attorneys' fees, in the event that Pacific Gas and Electric Company must institute any such proceedings to collect any amount due under this guaranty.

I agree this guaranty will remain in effect until either (1) the applicant's accounts under which the Utility Service is provided are closed, (2) Applicant establishes Credit pursuant to Rule No. 6, or (3) twenty days after Pacific Gas and Electric Company receives a written notice from me of termination of this guaranty sent "return receipt requested" to ***P.O. Box 8329, Stockton, CA 95208.*** I guarantee the payment of all amounts due for the Utility Service as of the time of the termination of this guaranty.

This guaranty shall at all times be subject to such changes or modification by the Public Utilities Commission as it may, from time to time, direct in the exercise of its jurisdiction.

(c) _____

Name of Guarantor(s) (if surety or bonding company, print name of company)

(d) _____

Name of Guarantor(s)

I declare under penalty of perjury under the laws of the State of California that I am the individual whose name has been signed as guarantor of this agreement.

(e) Executed this _____ day of _____, 20___

At _____

(City, State)

(f) _____

Signature of Guarantor(s)

(g) _____

Signature of Guarantor(s)

(h) _____

Address

_____

City, State and Zip Code

FOR OFFICE USE ONLY

CIRCLE ONE: RES / CIA

APPLICANT'S ACCOUNT ID. (i) _____

GUARANTOR'S ACCOUNT INFORMATION

ACCOUNT ID. (j) _____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy

Electric Sample Form No. 62-4501
Absolving Service Agreement

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:

- ☐ Applicant (Original)
- ☐ Division (Original)
- ☐ Customer Care (Copy)

REFERENCE:

_____

_____

_____

Absolving Service Agreement

1. _____ (Applicant) having requested Pacific Gas and Electric Company (PG&E), to supply all of the _____service, hereinafter called "service," required for the operation of Applicant's equipment and apparatus, located at _____County, State of California, PG&E shall, subject to the conditions hereof, install its distribution facilities without undue delay and supply such service in accordance with its applicable rates and rules established from time to time and on file with the Public Utilities Commission of the State of California, and as provided in a written agreement for service, if any, attached hereto and made a part hereof.

2. In order for PG&E to supply and/or for Applicant to receive such service, it will be necessary for (check appropriate item or items)

   ☐ PG&E to utilize certain of its existing facilities considered by PG&E to be of questionable permanency.

   ☐ PG&E to install and utilize certain of its facilities on property across which suitable permanent rights of way are not available on a basis acceptable to PG&E.

   ☐ Applicant to use service facilities owned by the hereinafter named licensor.

   ☐ Applicant to install and use service facilities on, over, or under property owned by the hereinafter named licensor.

   Said facilities and/or property are shown and delineated on the map attached hereto and made a part hereof.

3. Applicant has represented and does hereby represent to PG&E that he has obtained permission to use the said certain service facilities and/or to install and use facilities on, over, and under property owned by the following named Licensor:

   NAME _____

   ADDRESS _____

4. Applicant shall hold harmless PG&E, its officers, agents, and employees from and indemnify them against any liability, claim, or loss for damage to any property or injury to or death of any person or persons in any way arising from or connected with the service facilities owned by Licensor or Applicant, as the case may be, used by Applicant to receive service hereunder and PG&E shall have no obligation with respect to the operation or maintenance thereof.

5. Should PG&E desire to remove or abandon its facilities of questionable permanency or in the event of the revocation of PG&E's or Applicant's right or permission to locate facilities on property owned by others or on lands across which suitable permanent rights of way are not available, or should Applicant's permission to use Licensor's facilities be terminated, or should Licensor's or Applicant's facilities at any time become unsafe or unsuitable in PG&E's opinion for transmitting service, PG&E shall have the right to remove or abandon any of its facilities and discontinue service to Applicant and in any such event, PG&E, shall be absolved of and from any and all liability to Applicant for and Applicant shall indemnify PG&E, its officers, agents and employees against any and all damage, whether to person or property, which Applicant or any third party may suffer by reason of or in any way connected with such discontinuance of service. PG&E will relocate its facilities upon request provided suitable rights of way are available therefore and Applicant first pays to PG&E the cost of such relocation as estimated by PG&E.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 62-4527 Sheet 1
Agreement to Perform Tariff Schedule Related Work

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

DISTRIBUTION:

- ☐ Applicant (Original)
- ☐ Division (Original)
- ☐ Customer Care (Copy)

REFERENCE: _____

AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK[1]

_____ (Applicant) has requested **PACIFIC GAS AND ELECTRIC COMPANY,** a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

2. Customer shall indemnify and hold harmless PG&E, its officers, agents, and employees, against all loss, damage, expense, and liability, resulting from injury to or death of person, including, but not limited to employees of PG&E, Customer, or any third party, or damage to property, including, but not limited to, property of PG&E, Customer, or any third party, arising out of or in any way connected with the Services to be provided under this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Customer, its officers, employees or agents. Customer shall pay any costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees. [Pursuant to Resolution G-3561 of the California Public Utilities Commission the foregoing provision may be modified in agreements with governmental agencies to limit the scope of the indemnity to claims caused by the negligent or intentional acts or omissions of the governmental agency. Such modifications to this Agreement shall be submitted to the Commission for approval through a Tier 1 Advice Letter.]

3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc.):

LOCATION: _____

DESCRIPTION OF WORK: _____

_____

_____

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of _____dollars ($ _____)

5. 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.

Upon completion of requested work, ownership shall vest in: ☐ PG&E ☐Applicant

Executed this _____ day of _____ 20 ____.

This agreement is effective when accepted and executed by PG&E.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Customer/Company	
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

Mailing Address:

_____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

[1]Automated Document, Preliminary Statement, Part A

Electric Sample Form No. 62-4778 Sheet 1
Cancellation of Contract

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

CANCELLATION OF CONTRACT

DISTRIBUTION:
- ☐ Customer
- ☐ Accounting
- ☐ Div. ES&E
- ☐ Other_____

REFERENCE:
_____
_____
_____
_____

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, and_____

_____

do hereby mutually agree to cancel and do hereby cancel that certain contract entered into between them under date of_____, _____, relating to _____, located at _____, which cancellation shall be deemed effective as of _____, 20 _____.

Executed _____ day _____ , _____

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Customer	_____
_____ Authorized by (Signature)	_____ Authorized by (Signature)
_____ Print Name	_____ Print Name
_____ Title	_____ Title
_____ Date	_____ Date

Mailing Address

_____

_____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. . The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1002 Sheet 1
Customer Generation Departing Nonbypassable Charge

Please Refer to Attached
Sample Form

(Continued)

PACIFIC GAS AND ELECTRIC COMPANY
CUSTOMER GENERATION DEPARTING LOAD NONBYPASSABLE CHARGE STATEMENT FOR

Customer name: _____

Service address: _____

_____

PG&E Electric Service ID number(s): _____

The customer identified above (Customer) has load that qualifies as Customer Generation Departing Load as defined in Pacific Gas and Electric Company's (PG&E's) Schedule E-DCG. This Customer Generation Departing Load Nonbypassble Charge Statement contains: (1) Customer's reference period billing determinants (the "Reference Period Load Profile"); (2) Customer's applicable rate schedule and service voltage; (3) whether PG&E has confirmed or rejected (and reasons for doing so) any claim made by the Customer for an exemption from any nonbypassable charges; and (4) a summary of applicable nonbypassable charge payment obligations.

Date notice of departure received by PG&E, or in the case of no notice from Customer, date of departure: _____.

(1) Customer's reference period billing determinants:

Customer's reference period billing determinants are based upon one of the following two options as selected by Customer in its notice: (1) Customer's demand and energy usage over the 12 month period prior to Customer's submission of notice; or (2) Customer's average 12 month demand and energy usage, with such average to be as measured over the prior 36 months of usage. In the event that the previous 12-month usage differs from the 36-month average by an amount greater than 25 percent, the 36-month average is automatically used unless there is substantial evidence to demonstrate that the more recent usage is the result of a persisting change in Customer's electric usage, and that the 12-month average will be more indicative of Customer's future electric requirements. If Customer does not choose an option in its notice, PG&E will use the customer's demand and energy usage over the 12-month period prior to Customer's submission of notice, or in the case of no notice, prior to the date of departure. A third option available to Customer is to be charged based upon future metered usage.

☐ A. Historical usage over previous 12-month period (Note: This option is the default if Customer did not choose an option in its Notice of Departing Load letter).

☐ B. Historical usage over previous 36-month period.

☐ C. Metered usage.

(2) Applicable PG&E rate schedule and service voltage level: _____.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1003 Sheet 1
Statement of Applicant's Contract Anticipated Costs

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS*

Project Name: _____

Project Location: _____

Notification Number: _____

PM Number(s): (Gas) _____ **(Electric)** _____

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS	ELECTRIC
Residential Service Facilities:	**Residential Service Facilities**
Applicant: $_____	**Applicant:** $ _____
PG&E: $_____	**PG&E** $ _____
Number of gas services: _____ **stubs:** _____	**Number of electric services:** _____

- Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

* This form 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.

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Electric Sample Form No. 79-1004 Sheet 1
Distribution and Service Extension Agreement Exhibit A Cost Summary

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

REFERENCES
E-PM#:_____
G-PM#:_____
Notification #:_____
MLX#:_____
_____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT EXHIBIT A – COST SUMMARY

Applicant:_____

Project Location/Name:_____

ELECTRIC DISTRIBUTION LINE AND SERVICE EXTENSION COST SUMMARY

Cost of Ownership charges as described in the rules and in the Unsupported Extension Cost section of the Provisions of this Agreement: _____

Total number of residential lots/units for this project: _____
Total number of non-residential lots/units for this project: _____

Calculations to determine excess residential service allowance to be applied to distribution line extension refundable amount on a per lot/unit basis:

Cost of Services: (5)

Engineering & Administrative Costs			$	
Value of Applicant Design Work		(+)	$	
Service Tie-In Cost (Energized) by PG&E		(+)	$	
Electric Metering		(+)	$	
Other Charges: _____		(+)	$	
Inspection Fees		(+)	$	(4)
Service Cost - PG&E installed	# Services _____	(+)	$	
Service Cost - Applicant installed	# Services _____	(+)	$	(5)
Total Cost of Service Subject to Allowance		(=)	$	

Cost of Service Within Allowance:

Less Total Residential Service Allowance			
$_____ x _____ =	(−)	$	(1)
Excess Service Cost	(=)	$	
Service Cost Within Allowance (Total less Excess)	(=)	$	
Average Cost per Lot or Unit Within Allowance			
$_____ / _____ =		$	

Excess Service Allowance Applied to Distribution Line Extension Refundable

Amount per Lot or Unit:

$_____ x _____ = **
Allowance Ave. Cost / Unit

$ _____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1006 Sheet 1
Transferred Municipal Departing Load Nonbypassable Charge Statement

Please Refer to Attached
Sample Form

TRANSFERRED MUNICIPAL DEPARTING LOAD NONBYPASSABLE CHARGE STATEMENT

Customer Name: _____

Service Address: _____

_____

PG&E Electric Service ID number(s): _____

The customer identified above (Customer) has load that qualifies as Transferred Municipal Departing Load as defined in Pacific Gas and Electric Company's (PG&E's) Schedule E-TMDL. This Transferred Municipal Departing Load Nonbypassable Charge Statement contains: (1) Customer's reference period billing determinants (the "Reference Period Load Profile" or metered consumption data); (2) Customer's applicable rate schedule and service voltage; (3) a summary of applicable nonbypassable charge payment obligations.

Date notice received by PG&E, or in the case of no notice from Customer, date of departure: _____.

(1) Consumer's Billing Determinants:

The customer's Reference Period Load Profile will be based upon the lower of the following two options: (1) the customer's demand and energy usage over the 12 month period prior to the customer's submission of notice that it will depart or reduce its load; or (2) the customer's average 12 month demand and energy usage, with such average to be as measured over the prior 36 months of usage.

Customer's Reference Period Load Profile

☐ A. Customer's demand and energy usage over the 12 month period prior to the customer's submission of notice that it will depart or reduce its load

☐ B. Customer's average 12 month demand and energy usage, with such average to be measured over the prior 36 months of usage prior to the customer's submission of notice that it will depart or reduce its load

Substitution of Metered data

☐ C. Customer has chosen to provide metered consumption data on a prospective basis

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1007 Sheet 1

Request to Install or Energize Street Light Schedules: LS-1, LS-2 and OL-1.
Energy Billing Information for Initial and Subsequent Installations.

Please Refer to Attached
Sample Form

REQUEST TO INSTALL or ENERGIZE STREET LIGHT SCHEDULES: LS-1, LS-2 and OL-1. ENERGY BILLING INFORMATION FOR INITIAL AND SUBSEQUENT INSTALLATIONS.*

Customer: _____

The undersigned request the following **LS2** lamps be **ENERGIZED** (map and locations attached)_____. **Or LS-1, OL-1 Installed New_____,**
Cobra Head style: Flat lens ____, Tear Drop_____. Post-Top Style: *Colonial*____, *Acorn*____, *Other*____ Lighting pattern*: TypeIII*____*, TypeV*____
Customer Account No. _____, Other unique Customer identification (Caltrans CTID, etc.)_____
Customer warrants LS-2 facilities have been inspected and authorizes PG&E to energize facilities. Initial _____

RATE/CLASS	LAMP TYPE	QUANTITY	LUMENS & WATTS	VOLTS	BURNING TIME HRS AN = 11hrs	LAMP / POLE NUMBER	SERVICE POINT # PG&E assigned	DATE ENERGIZED/ INSTALL
LS2 class A	**HPSV**	**24**	**9500/100**	**120/240**	**12**	**1234-1258**		**mo./day/yr.**

Billing begins on date PG&E energizes facilities or the date customer energizes facilities on customer owned circuits.
Make additional copies of this sheet as necessary.
Form meets notification requirements of Electric Rules 3 and 11.
Attach one signed copy to the top of multiple sheets. Number each sheet. SHEET _____ of _____ SHEETS

Dated this _____ day of _____, _____.

Print Name _____, Signature_____

* This form 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1008 Sheet 1
Request to De-energize or Remove Street Light Schedules: LS-1, LS-2 and OL-1
Energy Billing Information

Please Refer to Attached
Sample Form

REQUEST TO DE-ENERGIZE or REMOVE STREET LIGHT SCHEDULES: LS-1, LS-2 and OL-1 ENERGY BILLING INFORMATION*

Customer: _____

Request the following LS2 lamps be **REMOVED**____, or **DE – ENERGIZED** (map and locations attached)_____, complete columns A,G H,and I, or PG&E LS1___, or OL1___ be **Removed**_____, or **De-energize**_____, complete columns A, G, H, and I.

MNIMUM charges apply to De-Energized Lamps remaining in the field.

Customer Account No. _____, Other unique Customer identification, (Caltrans CTID, etc.), _____

A	B	C	D	E	F	G	H	I
RATE/CLASS	**LAMP TYPE**	**NUMBER**	**LUMENS& WATTAGE**	**VOLTS**	**BURNING TIME HRS**	**LAMP / POLE NUMBER**	**SERVICE POINT #** PG&E assigned	**DATE REQUESTED REMOVE/ DE ENERGIZE**
Examp:LS1 class A	**HPSV**	**24**	**9500/100**	**120**	**12**	**1234-1258**		**mo/day/yr.**

Billing ends on date PG&E De-energizes facilities, or the date customer De-energizes facilities on customer owned circuits as reported.

Make additional copies of sheets as necessary.

Form meets notification requirements of Electric Rules 3 and 11.

Attach one signed copy to the top of multiple sheets. Number each sheet. SHEET _____ of _____ SHEETS

Dated this _____ day of _____, _____.

Print Name _____, Signature _____

* This form 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

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Automated document, Preliminary statement, Part A.

Electric Sample Form No. 79-1010 Sheet 1
Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:

☐ XXXX
☐ XXXX
☐ XXXX
☐ XXXX
☐ _____

REFERENCE:

_____
_____
_____
_____
_____

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

This *"Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities"* ("Agreement") is entered into by and between _____ ("Fuel Cell Customer-Generator"), and Pacific Gas and Electric Company ("PG&E"), a California Corporation. Fuel Cell Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Fuel Cell Customer-Generator to interconnect and operate an Eligible Fuel Cell Electrical Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Fuel Cell Customer-Generator's Generating Facility. Fuel Cell Customer-Generator's Generating Facility is intended primarily to offset part or all of the Fuel Cell Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Section 2827.10 of the California Public Utilities Code and PG&E's electric rate Schedule NEMFC ("NEMFC"), Parties enter into this Agreement. This Agreement applies to the Fuel Cell Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF FUEL CELL CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE-RATE SCHEDULE.

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Fuel Cell Customer-Generator's Eligible Fuel Cell Electrical Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to, and made a part of this Agreement. (This description is supplied by Fuel Cell Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Fuel Cell Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Eligible Fuel Cell Electrical Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1011 Sheet 1
Notice to Return to PG&E Bundled Service

Please Refer to Attached
Sample Form

NOTICE TO RETURN TO PG&E BUNDLED SERVICE

(Customer: Please Retain a Copy for Your Records)

This form serves as my formal notice to return my electricity account(s) currently on Direct Access (DA) Service[1] or Community Choice Aggregation (CCA) Service[2] to Pacific Gas and Electric Company's (PG&E's) Bundled Portfolio Service.

With PG&E's Bundled Portfolio Service, PG&E provides your electric supply and provides other utility services such as the transmission and distribution of electricity, meter reading, billing, and maintenance and outage response services. With DA or CCA Service, your electricity is provided by a third-party energy supplier (other than PG&E), while PG&E continues to provide the other utility services mentioned above.

I. Please choose one of the following two options:

☐ **Bundled Portfolio Service – Six-Month Advance Notice Return** – Return the accounts listed in Section III to Bundled Portfolio Service under the "Six-Month Advance Notice Return" option. Under this option, the accounts remain on DA or CCA Service for the next six months. Each account will be switched to PG&E Bundled Portfolio Service and will be billed on the standard Bundled Portfolio Service rate applicable to the account(s) as of the account(s)' first meter read date after the six-month advance notice period. The accounts will then need to stay on Bundled Portfolio Service for a minimum of eighteen (18) months for returning DA customers as set forth in Electric Rule 22.1.B.1. (DA Service), or one (1) year for returning CCA Service customers as set forth in Electric Rule 23.L.3 (CCA Service).

☐ **Bundled Portfolio Service – Immediate Return** – Return the accounts listed in Section III to PG&E service immediately. Under this option, the account will be placed on PG&E's "Transitional Bundled Commodity Cost" Rate Schedule as of the account(s)' next meter read date. The accounts will stay on this rate for six months, as set forth in Electric Rule 22.1.B.1. or Electric Rule 23.L.3. PG&E will transfer the listed accounts to Bundled Portfolio Service beginning on the account(s)' next meter read date after the six-month period. The accounts will then need to stay on Bundled Portfolio Service for a minimum of eighteen (18) months for returning DA customers as set forth in Electric Rule 22.1.B.1. (DA Service), or six-(6) additional months, for a total minimum stay of one (1) year, for returning CCA Service customers as set forth in Electric Rule 23.L.3 (CCA Service). Customers on Bundled Portfolio Service pay the Bundled Portfolio Service rate applicable to their accounts.

II. Important Provisions

- Once your Notice has been received by PG&E, you have the right to rescind (cancel) your requested action within three business days by contacting PG&E using any of the options referenced in Section V below.
- Once the three-business day rescission period has passed, your requested action cannot be changed.

[1] PG&E's Electric Rule 22.1 (Direct Access Service Switching Exemption Rules) includes the terms and conditions applicable to transferring to BPS from DA Service.
[2] PG&E's Electric Rule 23 (Community Choice Aggregation Service) includes the terms and conditions applicable to transferring to BPS from CCA Service. This notice form is only applicable when a Community Choice Aggregator has elected to use PG&E's opt-out process. Please check with your Community Choice Aggregator for more information.

ELECTRIC SAMPLE FORM NO. 79-1013
NEW MUNICIPAL DEPARTING LOAD
NONBYPASSABLE CHARGE STATEMENT

Please Refer to Attached
Sample Form

NEW MUNICIPAL DEPARTING LOAD NONBYPASSABLE CHARGE STATEMENT

Consumer Name: _____

Service Address: _____

_____

PG&E Account ID number: _____

PG&E Departing Load Service Agreement number: _____

The consumer identified above (Consumer) has load that qualifies as New Municipal Departing Load as defined in Pacific Gas and Electric Company's (PG&E's) Rate Schedule E-NMDL. This New Municipal Departing Load Charge Statement confirms: (1) Consumer's billing determinants; (2) Consumer's otherwise applicable electric rate schedule; (3) nonbypassable charges which the Consumer is exempt from paying; and (4) nonbypassable charges which the Consumer is obligated to pay.

Date notice received by PG&E, or in the case of no notice from Consumer, date Consumer began taking gas service from PG&E but not electric service: _____.

(1) Consumer's Billing Determinants:

Consumer has indicated to PG&E that its billing determinants **going forward** shall be based on the option shown below. If the Consumer did not indicate a preference, option A was selected on the Consumer's behalf.

A. PG&E's estimate of consumer's New Municipal Departing Load based on data for similar PG&E customers.

B. Last 12 months usage history as recorded by the POU serving the Consumer

C. Future metered usage, subject to the metering provisions described in Section 4.a. of PG&E's Schedule E-NMDL.

Consumer has also indicated to PG&E that its **retroactive** billing determinants shall be based on the option shown below. If the Consumer did not indicate a preference, option A was selected on the Consumer's behalf.

A. PG&E's estimate of Consumer's New Municipal Departing Load based on data for similar PG&E customers.

B. Usage history from the date electric service began with the POU serving the Consumer.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. . The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1014 Sheet 1
Direct Access Customer Relocation Declaration

Please Refer to Attached
Sample Form

DIRECT ACCESS CUSTOMER RELOCATION DECLARATION*

A. Electric Service Provider (ESP) Declaration

I, _____, state as follows:

1. I am an authorized representative of _____ (Name of ESP) ("ESP") authorized to make this declaration. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.

2. Pursuant to a valid agreement (Agreement) by and between _____ (Name of ESP) and _____ (Name of Customer) ("Customer"), ESP provides electric power service to Customer at the Current Location, as specified below.

3. As stated herein, Customer requests to transfer its direct access (DA) service provided by PG&E and electric power service provided by ESP at the Current Location, to the New Location, as specified in this document. This relocation is requested in the normal course of business.

4. Under the provisions of the Agreement, the Customer has the right to receive electric power service from ESP for electric service loads located at the New Location.

5. All conditions of the Agreement necessary for a transfer of electric service from Current Location to New Location have been satisfied, including any necessary approvals by ESP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, _____ at

_____ , _____
(City) (State)

Signature: _____
Authorized Representative of ESP

: _____

Title: _____

Date: _____

* This form 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

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1024 Sheet 1
Dual Supply Customer Authorizing Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION
- ☐ **Customer**
- ☐ **Division(s)**
- ☐ **Electric Transmission Rate**
- ☐ **Electric Supply**

REFERENCE:
(See Exhibit B)

DUAL SUPPLY CUSTOMER AUTHORIZING AGREEMENT

This Dual Supply Customer Authorizing Agreement ("Customer Agreement") is entered into by and between Pacific Gas and Electric Company, a corporation organized and existing under the laws of the state of California ("PG&E"), and _____

_____ ("the Customer"). PG&E and the Customer are each sometimes referred to collectively as "the Parties." Capitalized terms used but not otherwise defined in this Customer Agreement shall have the meanings defined in the Enabling Agreement (defined below), a copy of which is attached to this Customer Agreement as Exhibit A.

RECITALS

WHEREAS, PG&E and the United States of America, acting by and through the Administrator, Western Area Power Administration, Department of Energy ("Western") have entered into the Dual-Supply Customer Enabling Agreement for New Base Resource Allottees ("Enabling Agreement") to provide for the delivery of Western Base Resource and the supply of PG&E bundled retail service to Dual-Supply Customers such as the Customer; and

WHEREAS, by entering into this Customer Agreement, the Customer verifies that it has executed one or more contracts with Western for the purchase of Base Resource to meet some of the Customer's electric power requirements; and

WHEREAS, the Customer qualifies for the services provided by this Customer Agreement under the Enabling Agreement and desires to receive power from both Western and PG&E.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Term.

   1.1. This Customer Agreement will become effective on the later of: (a) the effective date of the Service Agreement between PG&E and Western under the PG&E Wholesale Distribution Tariff, dated October 21, 2004 ("Western WDT SA), or (b) the date the Customer and PG&E execute this Customer Agreement.

   1.2. This Customer Agreement will terminate on the earliest of: (a) the date agreed upon by the Parties in writing; (b) 30 days from receipt of written notice from the Customer requesting termination, which notice must include the designation of the full requirements supplier the Customer will use upon termination of this Customer Agreement; (c) 30 days from receipt of written notice from the Customer that it is eligible for retail Direct Access or similar retail service and acknowledgement that such Customer is switching to such service; or (d) the termination of the Enabling Agreement without a successor agreement.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1025 Sheet 1
Third Party Notification Service Bill Insert

Please Refer to Attached
Sample Form

Third-Party Notification Service

Third Party Notification Service helps ensure your loved ones receive the gas and electric services that keep them safe and comfortable.

If someone you care for can't always keep up with bills, help see that their PG&E service remains uninterrupted. Take advantage of our *Third-Party Notification Service*.

Should that special person get a late notice, we'll do our best to let you know. You're not obligated to pay the bill—but you'll be alerted to contact PG&E to help resolve the problem. Use the form to sign up and know that your caring can make a difference.

Enclose this form with your payment or send to:

Pacific Gas & Electric Company
Correspondence Management
P.O. Box 997300
Sacramento, CA 95899-7300

Fax to:

- ~~916-375-5102~~
- 916-375-5105
- ~~916-375-5110~~

Completed forms may be scanned and emailed to our centralized email box at:
~~CorrespondenceManag@pge.com~~ CIACMC@PGE.COM

Please keep a copy of the completed form for your records

THIRD PARTY NOTIFICATION SERVICE (FORM 79-1025)

Do you have a relative or friend who may forget their PG&E bill?

Here's a caring way to help.

Third Party Notification Service helps ensure your loved ones receive the gas and electric services that keep them safe and comfortable.

If someone you care for can't always keep up with bills, help see that their PG&E service remains uninterrupted. Take advantage of our *Third-Party Notification Service*.

Should that special person get a late notice, we'll do our best to let you know. You're not obligated to pay the bill—but you'll be alerted to contact PG&E to help resolve the problem.

Use the form on the other side to sign up. And know that your caring can make a difference.

Complete Form On Other Side

For more information call **1.800.PGE.5000**

Request for *Third-Party Notification Service*

Please complete in full. Requires signature of both Customer and Third Party.

CUSTOMER

ACCOUNT NUMBER AS SHOWN ON BILL

CUSTOMER NAME (PLEASE PRINT)

( )

DAYTIME PHONE

MAILING ADDRESS

CITY/STATE/ZIP

I request that the designated Third Party be notified in case of non-payment of my PG&E bill.

CUSTOMER SIGNATURE

THIRD PARTY

NAME OF THIRD PARTY (PLEASE PRINT)

( )

DAYTIME PHONE

MAILING ADDRESS

CITY STATE ZIP

I understand that I am not obligated to pay any part of the customer's bill.

THIRD PARTY SIGNATURE

Enclose this form with your payment or send to Pacific Gas and Electric Company, P.O. Box 997300, Sacramento CA 95899-7300.

PG&E can not be held liable for failure to notify Third Party.

79-1025

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THIRD PARTY NOTIFICATION SERVICE
(FORM 79-1025)

Request for Third-Party Notification Service

Please complete in full. Requires signature of both Customer and Third Party

Customer	Third Party
_____	
(Account Number as shown on bill)	
_____	_____
(Customer Name. Please print.)	*(Name of Third Party. Please print.)*
_____	_____
(Daytime Phone)	*(Daytime Phone)*
_____	_____
(Mailing Address)	*(Mailing Address)*
_____	_____
(City/State/Zip)	*(City/State/Zip)*
I request that the designated Third Party be notified in case of nonpayment of my PG&E bill.	I understand that I am not obligated to pay any part of the customer's bill.
_____	_____
(Customer Signature)	*(Third Party Signature)*

PG&E cannot be held liable for failure to notify Third Party.

Enclose this form with your payment and send via:

Mail	Fax	Email
Pacific Gas and Electric Company P.O. Box 997300 Sacramento CA95899-7300	• 916-375-5105	CIACMC@PGE.COM

Gas Sample Form No. 79-1026 Sheet 1

Authorization to Revise Nominating Marketer on Exhibits C and D of
Form 79-756--Natural Gas Service Agreement

Please Refer to Attached
Sample Form

AUTHORIZATION TO REVISE NOMINATING MARKETER ON EXHIBITS C AND D OF FORM 79-756--NATURAL GAS SERVICE AGREEMENT*

Pacific Gas and Electric Company

_____ (Customer Name)[1]

_____ (Service Address and City)[1]

Transportation ID Number[1]: _____

Effective Date of Revisions for Exhibits C and D

Requests will take effect as soon as they are received and processed by PG&E unless a later date is indicated. Requested effective date: _____

Addition or Revision of Nominating Marketer on Exhibit C

Please ☐ **ADD** or ☐ **REVISE**[2] (Check one) this Nominating Marketer information on Exhibit C:

Nominating Marketer Name: _____ Marketer ID #: _____

Address/City/State/Zip: _____

Contact Name: _____

Phone #: _____ Fax #: _____

E-Mail Address[3]: _____ First Name _____ Last Name _____ E-Mail Address

Customer can check one or more of the boxes below to indicate the appropriate authorization:

☐ This Nominating Marketer cannot have access to gas metering data.

☐ This Nominating Marketer cannot view the contract quantities indicated in Exhibit B.

☐ Customer authorizes this Nominating Marketer to execute monthly imbalance trades, as specified in Schedule G-BAL.[4]

Deletions: All previous Nominating Marketers will be deleted from Exhibits C **and** D unless box is checked below.

☐ Do not delete previous Nominating Marketer(s) specified below:

Marketer Company Name: _____ Marketer ID #: _____

Marketer Company Name: _____ Marketer ID #: _____

---

* 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.

[1] Use the same Customer Name, Address and Transportation ID Number as shown on the first page of the NGSA.

[2] Customer's signature is not required to revise Nominating Marketer's address, contact name, phone, facsimile or e-mail address. Current Authorized Nominating Marketer may sign for these types of revisions. Customer's signature is required to add or delete a Nominating Marketer.

[3] E-mail Address will only be used on Exhibit D for OFO/EFO Notices.

[4] Only one Nominating Marketer can be granted authority to trade imbalances. Unless Customer has executed Exhibit A of Noncore Balancing Aggregation Agreement Form 79-869 with a Nominating Marketer or other third-party service provider, Customer remains responsible for any and all charges associated with Schedule G-BAL and Rule 14.

---

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1029
COMMUNITY CHOICE AGGREGATOR (CCA)
SERVICE AGREEMENT

Sheet 1

Please Refer to Attached
Sample Form

COMMUNITY CHOICE AGGREGATOR (CCA) SERVICE AGREEMENT

This Community Choice Aggregator (CCA) Service Agreement ("Agreement") is made and entered into as of this ____ day of _____, _____, by and between "_____ _____" ("CCA"), a _____ _____ organized and existing under the laws of the state of _____, and Pacific Gas and Electric Company "PG&E", a corporation organized and existing under the laws of the state of California. From time to time, CCA and PG&E shall be individually referred to herein as a "Party" and collectively as the "Parties."

Section 1: General Description of Agreement

1.1 This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which CCA shall offer electrical energy services. Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers. Except where explicitly defined herein (including Attachment A hereto) the definitions controlling this Agreement are contained in PG&E's applicable rules or in the relevant community choice aggregation tariff.

1.2 The form of this Agreement has been developed as part of the CPUC regulatory process to implement Assembly Bill 117, was intended to conform to CPUC directions, was filed and approved by the CPUC for use between PG&E and CCAs and may not be waived, altered, amended or modified, except as provided herein or in the applicable community choice aggregation tariff, or as may otherwise be authorized by the CPUC.

1.3 This Agreement incorporates by reference the applicable community choice aggregation tariff as authorized and modified from time to time by the CPUC.

Section 2: Representations

2.1 Each Party represents that it is and shall remain in compliance with all applicable laws and tariffs, including applicable CPUC requirements.

Electric Sample Form No. 79-1030 Sheet 1

Declaration by Mayor or Chief County Administrator Regarding Investigation Pursuit or Implementation of Community Choice Aggrega

Please Refer to Attached Sample Form

DECLARATION BY MAYOR OR CHIEF COUNTY ADMINISTRATOR REGARDING INVESTIGATION, PURSUIT OR IMPLEMENTATION OF COMMUNITY CHOICE AGGREGATION*

I,_____*[name], state as follows:*

1. I am the mayor, chief county administrator, or chief executive officer of _____

   _____ [name of city, county, or public agency,].

2. I am authorized to make this declaration on behalf of _____

   _____ [check appropriate box]

   [ ] a city, or

   [ ] a county, or

   [ ] an eligible public agency

   which is investigating, pursuing or implementing community choice aggregation as a community choice aggregator as defined by Section 331.1 of the California Public Utilities Code ("CCA" or "Potential CCA").

3. I understand that all of the confidential information provided by PG&E to the city, county, or public agency indicated above is subject to the terms and conditions of the Nondisclosure Agreement between these two entities and is provided for the sole purpose of enabling the city, county or public agency to investigate, pursue or implement community choice aggregation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this_____day of_____, 20_____, at _____,_____[city, state].

_____

[Signature]

* This form 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.

ELECTRIC SAMPLE FORM NO. 79-1031 Sheet 1
COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

Please Refer to Attached
Sample Form

COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into by and between Pacific Gas and Electric Company ("Utility") and _____ _____[name]_____ _____, a _____ [describe political entity] _____("CCA") as of _____ ("Effective Date"). This Agreement is executed pursuant to California Public Utilities Commission ("CPUC") Order Instituted Rulemaking ("OIR") 03-10-003, California Public Utilities Code ("PU Code") Section 366.2 et seq., and applicable Utility tariffs (as modified hereafter from time to time). As used herein Utility and CCA may each be referred to individually as a "Party" and collectively as "Parties."

The CPUC has determined that CCA may obtain specified confidential customer information from Utility pursuant to Tariff Schedules E-CCAINFO-Information (as modified hereafter from time to time) ("E-CCAINFO") as a community choice aggregator, as defined by PU Code Section 331.1, solely in order to investigate, pursue or implement community choice aggregation pursuant to PU Code Section 366.2, et seq. or confidential customer electric and gas consumption data to implement energy efficiency programs pursuant to PU Code section 381.1. The provisions of this Agreement and E-CCAINFO govern the disclosure of Utility's confidential customer information to CCA ("Disclosure Provisions") under Schedules E-CCAINFO and E-CCA.

The Parties hereby mutually agree that:

1. Subject to the terms and conditions of this Agreement, current proprietary and confidential information of Utility regarding customers of Utility ("Utility Customers") may be disclosed to CCA from time to time in connection herewith as provided by the Disclosure Provisions and solely for the purpose of investigating, pursuing or implementing community choice aggregation pursuant to PU Code Section 366.2, et seq. as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1. Such disclosure is subject to the following legal continuing representations and warranties by CCA:

   (a) CCA represents and warrants that, pursuant to PU Code Section 331.1,

   (1) it is either (i) a city, county, or other entity as defined in PU Code Section 331.1 whose governing board has elected to combine the loads of its residents, businesses, and municipal facilities in a community wide electricity buyers program or (ii) a city, county, or other entity as defined in PU Code Section 331.1 that intends to actively investigate or pursue delivery of electric service to customers located within the geographic territory of the CCA, and

   (2) that to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq., or to implement energy efficiency programs pursuant to PU Code section 381.1;

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM NO. 79-1038 Sheet 1
APPLICATION FOR ESSENTIAL USE CUSTOMER STATUS

Please Refer to Attached
Sample Form

APPLICATION FOR
ESSENTIAL USE CUSTOMER STATUS

Billing Name	Electric Service ID No.

Billing Address	City	State	Zip

Service Address	City	State	Zip

E-mail Address	Daytime Phone No.

Please complete all four sections of this Application if the facility at the service address above provides one of the public health, safety, or security services described in detail on the attached *"Essential Use Customer Classification and Priority System for Rotating Outages".*

1. Check ☑ the box that most accurately represents the services provided at this facility (choose one):

   - ☐ Fire, police, prison services
   - ☐ Government national defense agencies
   - ☐ Acute care hospital or licensed skilled nursing facility
   - ☐ Communication utility
   - ☐ Air or sea traffic control or navigation
   - ☐ None of the above
   - ☐ Radio & TV emergency broadcasting station
   - ☐ Rail rapid transit systems as approved by CPUC
   - ☐ Transmission-level net generators
   - ☐ Petroleum refineries and vital ancillary facilities
   - ☐ Electric utility facilities and fuel transportation
   - ☐ Water or sewage treatment facility

2. The facility (choose one):

   - ☐ has backup generation that *can* adequately support critical load for up to two hours.
   - ☐ has backup generation that *cannot* adequately support critical load for up to two hours.
   - ☐ does *not* have backup generation.

3. Please briefly describe how the electricity supplied to the referenced facility is used to support public health, safety and security. (Attach additional pages if necessary)

   _____

   _____

   _____

4. I certify that the above information accurately describes the facility and Service ID Number referenced above.

   Signature _____

   Print Name _____

   Position/Title _____

   Date_____

Please send this form to:
EssentialCustomer@pge.com

Pacific Gas and Electric Company
Rotating Outage Representative
245 Market Street, Mail code N8C
San Francisco, CA 94105

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1039 Sheet 1
Rate Schedule Selection Customer Agreement

Please Refer to Attached
Sample Form

RATE SCHEDULE SELECTION CUSTOMER AGREEMENT

I wish to be billed under the optional rate schedule(s) as listed. I agree to the terms and conditions as described in the rate schedule tariff and as follows:

- I hereby grant to PG&E, its employees, agents or contractors, reasonable access at reasonable times to install, remove, repair and inspect the metering equipment.
- I understand that I can only change my rate schedule in accordance with Electric Rule 12.
- The chosen rate schedule will commence on the next regular meter reading date or meter installation or reprogramming date following PG&E's receipt of Rate Schedule Selection Customer Agreement.

STEP 1: SELECT YOUR DESIRED RATE SCHEDULE

Please provide information for each Service Agreement and meter for which you are seeking a rate change (see sample on page 2 for assistance). Descriptions of rate options and tariffs can be found at www.pge.com/rateoptions and www.pge.com/tariffs. Information about rate options and copies of rate schedule tariffs are also available upon request by calling 1-800-743-5000.

Rate Selection

- For Gas Rate Selection Complete Shaded Area Only
- For Electric Rate Selection Complete All Applicable Area

					Peak Day Pricing (PDP) Program Options			
				AG Only	Select Capacity Reservation Level		Select Event Frequency	
Service Agreement (Service ID#)	Meter #	Desired Rate	Business Description	Motor HP connected to Meter	Elect kW Value	Default	Unlimited	Alternate

STEP 2: SIGN BELOW AND PROVIDE REQUIRED CONTACT INFORMATION

I am requesting the above rate schedule selection(s) and agree to the terms and conditions as outlined in Page 1 of this agreement and in the tariffs.

Customer or Authorized Agent:

(Signature)	(Telephone Number)
(Print Name)	(Name on Account)
(Title)	(Mailing Street Address)
(Date)	(Mailing City, State, ZIP)

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1040 Sheet 1
Non-Disclosure and Use of Information Agreement

Please Refer to Attached
Sample Form

NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT
(CONCERNING WORK ADJACENT TO PG&E FACILITIES)

THIS AGREEMENT is by _____, _____
("Company") ("Undersigned")
an authorized employee of Company, (together, Company and Undersigned are sometimes referred to as the "Receiving Party"), and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E").

Undersigned and Company agree as follows:

1. The Receiving Party acknowledges that in connection with construction work to be performed adjacent to, in the vicinity of, or that will be connected to PG&E's natural gas or electric facilities, or performing design or construction services on behalf of a new business applicant, the Receiving Party will be given access or provided with PG&E-technical information and materials, including but not limited to generated maps, job-specific construction drawings and specifications, Gas Applicant Design Manual, Electric Design Manual, Electric Underground Construction Manual, Electric Overhead Construction Manual , and other data which are owned by PG&E, its parent company, subsidiaries or affiliates, and/or owned by third parties and in the possession of or licensed to PG&E, and which constitute valuable confidential or proprietary information, know-how and trade secrets belonging to PG&E, its parent company, subsidiaries, affiliates and/or third parties (hereinafter referred to as "Proprietary Information").

2. In consideration of being made privy to the Proprietary Information, the Receiving Party hereby agrees to hold all such Proprietary Information in strict confidence and not to disclose it, or otherwise make it available, to any person or third party, including any affiliate of PG&E that produces energy or energy-related products or services, without the prior written consent of PG&E. The Receiving Party agrees that all Proprietary Information:

   (a) Shall be used only for the purpose of performing the design and/or construction of PG&E electric service and distribution facilities; and

   (b) Shall not be reproduced, copied, in whole or in part, except as specifically authorized by PG&E and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and

   (c) Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by the Receiving Party therefrom, be returned to PG&E upon request when no longer needed for the performance of Receiving Party's work described in paragraph 1 above.

3. The Receiving Party hereby agrees that any third parties owning any confidential or proprietary information included in the Proprietary Information are express third party beneficiaries of this Agreement.

4. Receiving Party acknowledges that PG&E's construction and design manuals are updated periodically. Before proceeding with any final design or beginning construction, Receiving

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1041 Sheet 1
Notice of Bill Guarantee Termination

Please Refer to Attached
Sample Form

NOTICE OF BILL GUARANTEE TERMINATION

Notice is hereby given on this date, _____that, I, _____ as guarantor under account identification number _____, terminate my guarantee of prompt payment of all bills due or to become due for the Utility Service provided to _____*(applicant)* under account identification Number _____.

I agree that the guaranty will remain in effect until twenty days after the signed date of this notice of termination. I guarantee the payment of all amounts due for the Utility Service as of the time of the termination of the guarantee.

Print Witness' Name & LAN ID	Print Name of Guarantor
Signature of Witness	Signature of Guarantor
Office Address of Witness	Date

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1042 Sheet 1
APS/Auto Pay Customer Application

Please Refer to Attached
Sample Form

APS / Auto Pay Customer Application

Moisten and Seal

SIGN UP FOR DIRECT PAYMENT

Please complete ALL sections, sign and return this form:
I authorize the company(ies) indicated to instruct my banking/savings institution to make my payments from the account listed below. I understand that I control my payments, and if at any time I decide to discontinue this payment service, I will notify the biller.

(PLEASE PRINT)

Name (as shown on bill) _____ Date _____

Service Address _____ City _____ State _____

SIGNATURE _____ Phone _____ Zip code _____

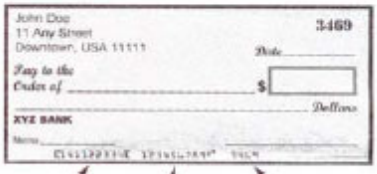
Account Information: (Bank, Savings Institution, Credit Union)

Enter the **Routing Number, Account Number and Financial Institution** name from your check or share draft. (See sample at right.)

Routing Number ☐☐☐☐☐☐☐☐☐

Account Number: _____

Financial Institution: _____



Biller Information: (See Participating Billers listed below)

PLEASE ALLOW 4-6 WEEKS

BILLER #	PRINT NAME OF BILLER (as shown on bill)	ACCOUNT #
123	ABC Company (EXAMPLE)	1-234-5678-9

You can also enroll through: www.DirectPaymentPlan.com

Participating Billers In Your Area–Sign Up Today!

	BILLER #		BILLER #
City of Glendale Water & Power	CA440	City of Stockton	CA476
City of Healdsburg	CA442	City of Sunnyvale Utilities Division	CA477
City of Livermore Municipal Water Service	CA445	City of Vacaville Municipal Services	CA485
City of Madera	CA447	East Bay Municipal Utility District	CA520
City of Mountain View Utilities	CA450	SBC (formerly Pacific Bell)	CA350
City of Napa	CA460	Pacific Gas & Electric Company	CA145
City of Pleasanton	CA465	San Bruno Municipal Cable	CA640
City of San Bruno - Utility Billing	CA487	San Francisco Chronicle	CA765
City of Santa Rosa	CA470	San Francisco Water Department	CA468

Fold, moisten, seal, affix a stamp, and mail

DO NOT ENCLOSE PAYMENT

CA 2600

† Information collected on this form is used in accordance with PG&E's Privacy Policy. . The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1043
Irrevocable Standby Letter of Credit

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

Credit and Records Center

P.O. Box 8329
Stockton, CA 95208

Irrevocable Standby Letter of Credit

Number: _____

TO: Pacific Gas and Electric Company
P. O. Box 8329
Stockton, CA 95208

Gentlemen:

We establish our Irrevocable Standby Letter of Credit No _____
Dated _____in your favor for the account of
_____ up to the aggregate total of $ _____for all charges, bills, statements, non-energy charges, unauthorized use or other supplementary billings due to initial under billing, or any other account, obligation, or claim owed to PG&E. We shall pay your drafts at sight drawn, and accompanied by the following documentation only:

1. PG&E's signed statement stating that outstanding bills have not been paid.
2. Credit available by payment at the office of:

_____
(Bank Name and Address)

Cancellation is subject to 90 days written notification. If written notification is not received 90 days prior to the expiration date, this Irrevocable Standby Letter of Credit will be automatically renewed each year for an additional twelve (12) calendar months. Notification must be mailed to PG&E, Attention: Financial Analyst, P.O. Box 8329, Stockton, CA 95208.

Drafts drawn and negotiated under this Letter Of Credit must be endorsed hereon, and must bear the clause: "Drawn under _____
(Bank Name)
Bank Letter of Credit No. _____ dated _____.
We hereby engage with Bona Fide Holders that drafts drawn strictly in compliance with the terms of this credit shall meet with due honor presentation to the drawee bank. This credit is subject to the International Standby Practices, referred to as ISP 98."

_____ Bank
A California Corporation

BY:_____
Authorized Signature (**Must be Notarized**)

_____
Authorized Title

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy .

Gas Sample Form No. 79-1047 Sheet 1
Authorization to Change Residential Rate NGV Home Refueling

Please Refer to Attached
Sample Form

AUTHORIZATION TO CHANGE RESIDENTIAL RATE NGV HOME REFUELING

Dear Customer:

Thanks for your interest in installing a Natural Gas Vehicle (NGV) Home Refueling Appliance (HRA) at your residence. Clean-burning NGVs are great for the environment and they help reduce our dependence on oil. We applaud your efforts in supporting a cleaner, healthier environment.

As a Pacific Gas and Electric Company residential customer, a special optional residential NGV rate is available to you. PG&E's gas Rate Schedule G1-NGV (Residential Natural Gas Service For Compression On Customers' Premises) is available to customers who own or lease a NGV for home use and have installed a HRA at their home. All you have to do is check one of the following options, complete the rest of the form, and fax or mail it to the contact below.

☐ Enroll me in the new optional residential NGV rate (G1-NGV[1])*. I understand that I will pay a fixed customer charge in addition to a lower per-therm charge for the gas I use. **All** the gas use at my residence will be charged at this rate.

☐ Do not change my rate. I would like to continue with my current residential rate* for all my gas use, including my NGV home refueling.

NAME:

MAILING ADDRESS:

DAYTIME PHONE NUMBER: ( ) __ __ __ - __ __ __ __

PG&E 10-DIGIT SERVICE ID #: __ __ __ __ __ __ __ __ __ __

(As it appears on your gas bill)

ADDRESS OF HRA INSTALLATION: _____

_____

By signing this affidavit, I hereby affirm all of the following:

- I currently own or lease a NGV for my home use and have installed a natural gas HRA at the above address.
- The HRA has been installed by a qualified contractor/installer and I have received all required city and/or county inspections. I have attached all required inspection forms.
- I understand that PG&E may require documents to support this affidavit at any time. Failure to provide documents may result in appropriate action, including suspension of gas service to my residence.
- I understand that, if I cease to meet the qualifications for service under PG&E's residential NGV rates, the gas service will be provided at the rates shown on my otherwise applicable residential gas rate schedule (i.e., G-1 – Residential Service or GL-1 – Residential CARE program Service) until I can demonstrate that my premise again meets the qualifications for service under PG&E's residential NGV gas rate schedules.
- I understand that this form 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.

Additionally, I will notify PG&E within thirty (30) days if I no longer possess the NGV or HRA mentioned above.

Signature: _____ Date: _____

Mail this completed form to:

Pacific Gas and Electric Company
Stockton Records
Attn: Residential Rate Change Team
P.O. Box 8329
Stockton, CA 95208

* Information regarding PG&E's tariffs is available at our website: www.pge.com; go to Rates and Regulations, Tariff Book.

[1] Residential NGV customers who qualify for service under PG&E's California Alternative Rates for Energy (CARE) program will receive a 20 percent discount under PG&E rate schedule GL1-NGV (Residential CARE Program Natural Gas Service For Compression On Customers' Premises).

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1048 Sheet 1

Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities

Please Refer to Attached Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

- ☐ Customer
- ☐ Division,
- ☐ Records Processing (Original)

REFERENCES

PM#:_____

BD#:_____

SA#:_____

AGREEMENT FOR UNMETERED LOW WATTAGE EQUIPMENT CONNECTED TO CUSTOMER-OWNED STREET LIGHT FACILITIES

This Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities ("Agreement") between (the "Customer") and Pacific Gas and Electric Company (the "Company") is to establish and govern the provisions of unmetered electric service provided by the Company for such low wattage equipment described in the Attachment A to this Agreement.

A. WHEREAS, such low wattage equipment will be owned operated and/or maintained either by Customer or by a third party acting on Customer's behalf or by third party having a business relationship with the Customer; and

B. WHEREAS, Customer intends to attach and energize such equipment to Customer-Owned street light facilities at various locations in its jurisdiction and within the Company's service territory, with the exception of Series street light circuits served above 480 volts; and

C. WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for such equipment installed subject to this Agreement; and

D. WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from Manufacturer's specifications and operating characteristics of the Customer where the load is 24 hour constant and of one hundred fifty (150) watts or less rated or average consumption on any one street light circuit; and

E. WHEREAS, pursuant to the Company's Electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service for Customer's equipment in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the terms, and covenants contained herein, Customer and Company hereby agree as follows:

1. Customer's use of the street light facilities and the equipment that is the subject of this Agreement are identified in the data sheets set forth in Attachment A (the "Equipment"). The Equipment will be installed by Customer on Customer-owned street light facilities with an energy connection on the Customer-owned street light or circuit wire. Each location will be grouped in a specific account, separate from the street light account, identified by either the city or unincorporated county where the Equipment is located for proper billing and accounting. The energy account will be billed on the Company's regular monthly billing cycle for unmetered loads. Billing of fixed usage shall be at the amount indicated in Paragraph 2.

2. Each piece of Equipment will be billed on Schedule A-1 or B-1- Small General Service with an appropriate single customer charge for the grouped account.

   a. Customer shall provide the Company with the Manufacturer's documentation on Equipment rating, documented average consumption and other information necessary to for Company to determine applicability to this Agreement prior to

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1049 Sheet 1
Agreement to Install Applicant Requested Common Special Facilities
Gas and Electric Rule 2

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:

- ☐ Applicant (Original)
- ☐ Division (Original)
- ☐ CRT
- ☐ CC&C
- ☐ Tariffs Interpretations

REFERENCE:

Notification:_____
E2D-PM#:_____
Customer #:_____
Billing Doc#: _____
Date Ready for Svc:_____

AGREEMENT TO INSTALL APPLICANT REQUESTED COMMON SPECIAL FACILITIES - GAS AND ELECTRIC RULE 2

At the request of (Applicant), **Pacific Gas and Electric Company (PG&E),** hereby agrees, as an accommodation, to install at the Applicant's expense and within a reasonable time, Facilities (described in paragraph 1 herein) that are in addition to or in substitution for PG&E's standard facilities.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits):

   LOCATION:

   _____

   DESCRIPTION OF FACILITIES:

   _____

2. Applicant shall pay to PG&E, promptly upon demand by PG&E prior to construction, the additional cost over and above the standard equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment through an Equivalent One Time Cost of Ownership payment which is the present worth of the monthly Cost of Ownership as specified in Electric and Gas Rule 2. The total costs are summarized as follows:

1. Special Facilities Additional Cost	_____
2. Equivalent One Time Cost of Ownership	_____
3. Facilities Rearrangement Cost	_____
4. Income Tax Component of Contribution (ITCC) for Costs 1, 3, 5 and 7[1]	_____
5.CPUC D.04-05-055 Line Extension Costs (PMC)	_____
6. Items not subject to ITCC	_____
7. Credit for Applicant provided work	_____
TOTAL DUE	_____

[1] The IRS taxes all contributions made by an applicant requesting utility service that benefits the applicant. Thus, PG&E collects from the applicant both the contribution and the income tax on that contribution at the rate shown in the Preliminary Statements of the Tariffs.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1050 Sheet 1
Contract for Customer Provision of Physically Assured Load Reduction

Please Refer to Attached
Sample Form

CONTRACT FOR CUSTOMER PROVISION OF PHYSICALLY ASSURED LOAD REDUCTION

Pacific Gas and Electric Company hereinafter referred to as "PG&E" and _____, hereinafter referred to as "Customer" (collectively referred to as "Parties" or separately as the "Party").

1. RECITALS

WHEREAS, PG&E and Customer desire to enter into a contract for the provision of electric distribution service wherein the Customer will provide for physically assured load reduction ("Load Reduction") based on either the availability of the installed capacity (the "Capacity") of a distributed generation facility ("DG") at the Customer's site(s) or by Load Reduction if the full Capacity is unavailable.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

2. APPLICABILITY

The rates set forth in this Contract shall apply only to PG&E's electric distribution rates and reservation charges for service to Customer located at _____, City/County of_____. This Contract shall be applicable to those customers that can provide physical assurance for Load Reduction at any time the Customer's DG is not operating at full Capacity. An equal amount of Customer load to the DG capacity would be interrupted to prevent adverse consequences to the distribution system and to other customers.

3. TERM AND TERMINATION

3.1 Term

The initial term of this Agreement shall be for a period of one (1) year from the date the standby service under this Agreement is first made available to Customer as such date is established in PG&E's records and shall continue thereafter from year to year. This Contract shall become effective on _____; provided, however, the rates set forth in Section 4 hereof shall not be effective until Customer can provide for physically assured load reduction as defined in Section 5.1 hereof.

3.2 Termination

Either party may terminate this Contract at the end of each one (1) year term by providing notice in accordance with Section 11.2. Such notice shall provide PG&E enough time to design and install any necessary distribution system upgrades to accommodate the additional load, and shall be determined on a case-by-case basis depending on current local lead-times. In addition, in accordance with section 6.1 below, either party may terminate this Contract during any year by giving written notice of termination in the event that the other party commits any material default under this Contract which, if capable of being remedied, is not remedied in accordance with the process set out in section 6.1.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1069 Sheet 1
Generating Facility Interconnection Agreement (Multiple Tariff)

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).

Electric Sample Form No. 79-1069-02 Sheet 1
Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)

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).

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Electric Sample Form No. 79-1070 Sheet 1

Export Addendum to Generating Facility Interconnection Agreement
for Non-Export Generating Facilities (Form 79-973) Sized 2 Megawatts or Less

Please Refer to Attached
Sample Form

EXPORT ADDENDUM TO GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES (FORM 79-973) SIZED 2 MEGAWATTS OR LESS

Pacific Gas and Electric Company (PG&E), a California Corporation, and _____ _____ _____ (Customer) hereby enter into this Addendum to the Generation Facility Interconnection Agreement for Non-Export Generating Facilities (GFIA) (Form 79-973) between PG&E and Customer. Customer and PG&E are sometimes referred to in this Addendum jointly as "Parties" or individually as "Party." The Parties agree as follows:

1. PURPOSE AND SCOPE

1.1. This Addendum represents mutual agreement between PG&E and Customer to provide for Export as described in Section 1.3 below, notwithstanding Section 5.1 of the GFIA.

1.2. This Addendum shall apply to Customer's Generating Facility that is 2 megawatts (MW) or less provided that the Generating Facility otherwise satisfies all other applicable requirements of PG&E's Electric Rule 21.

1.3. For purposes of this Addendum, Export is defined as the uncompensated and unscheduled flow of electrical energy from Customer's Generating Facility onto PG&E's Distribution System. The Export shall fully comply with Section 3 of this Addendum. Customer agrees that such Export is solely for Customer's operating convenience and understands that there will be no compensation made by PG&E, or third parties, for such Export. Customer understands that it is obligated to manage Export in compliance with current and future guidelines established by regulatory agencies having jurisdiction over such Export.

1.4. All other capitalized terms used and not defined herein, whether in singular or plural, shall have the meanings assigned to them in PG&E's Electric Rule 21.

2. TERM AND TERMINATION

2.1. This Addendum shall become effective as of the later of the effective date of the GFIA or the last date entered in Section 5 of this Addendum.

2.2. This Addendum shall continue in full force and effect until termination of the GFIA, or unless terminated in accordance with Section 4.2 of this Addendum.

Electric Sample Form No. 79-1075 Sheet 1
Notice to Add or Delete Customers Participating in the Capacity Bidding Program

Please Refer to Attached
Sample Form

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Instructions: Aggregators and Customers use this notice to officially notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator's CBP portfolio and are required to attest to whether they have a Prohibited Resource, and if they do, whether they intend to use the resource to reduce load during a demand response (DR) event.

PG&E may verify the information on this notice with the Customer.

Aggregator Company Name:	

This notice adds or deletes a customer's Service Agreements from the Aggregator's CBP portfolio. PG&E will review and approve each Service Agreement to be added to determine if it meets the minimum requirements as specified in Schedule E-CBP. PG&E must approve each Service Agreement before the Service Agreement can be included in an Aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's approval date. Deletions from the portfolio will be effective at the end of the current calendar month in which this notice is received provided PG&E receives this notice at least 15 calendar days prior to the end of the current month.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the CBP for the Customer's Service Agreements shown below. Such authority is subject to the applicable terms and conditions of Schedule E-CBP and the Agreement For Aggregators Participating In The Capacity Bidding Program (Form 79-1076).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-CBP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the E-CBP program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-CBP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer's interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E's agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator's solicitation of Customer or with the Aggregator's performance any of its functions in the CBP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E's tariffs or for any damages caused by Aggregator's failure to perform any commitment to the Customer.

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

Customer Name:		Aggregator Name:	
Title:		Title	
Signature:		Signature:	
Date:		Date:	

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1076 Sheet 1
Agreement for Aggregators Participating in the Capacity Bidding Program

Please Refer to Attached
Sample Form

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

This Agreement (Agreement) for Aggregators participating in the Capacity Biding Program (CBP) is entered into by and between Pacific Gas and Electric Company (PG&E), a California corporation, and_____ (Aggregator),

a _____. PG&E and Aggregator may sometimes be referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the California Public Utilities Commission (CPUC) has authorized the CBP, a capacity bidding program as set forth in PG&E's Schedule E-CBP, (Schedule E-CBP), which is attached hereto as **Attachment A** and incorporated herein by this reference, whereby PG&E pays eligible Aggregators for participating in the CBP; and

WHEREAS, the CPUC has authorized the participation of Aggregators in the CBP, and Aggregator desires to participate in the CBP subject to the applicable PG&E tariff rules and rate schedules.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

I. AGGREGATOR'S OBLIGATIONS

A. Status; Subject to Applicable PG&E Tariffs. Aggregator's status in the CBP shall be as an "Aggregator" under Schedule E-CBP. Aggregator shall be subject to all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Schedule E-CBP, as such rules and regulations may be amended from time to time.

B. Representation of Customers. Aggregator shall represent those customers in PG&E's electric service territory eligible to participate in the CBP, who have elected to participate through Aggregator with respect to such customer's service agreement(s), by having appropriate contractual or other arrangements with each such eligible customer whereby such customer authorizes Aggregator, as its representative, to receive payments and to pay penalty charges on behalf of such customer in connection with the customer's participation, through Aggregator, in the CBP. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with each customer whom Aggregator represents in the CBP. PG&E shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Aggregator acknowledges and agrees that, in its representation of PG&E customers for the CBP, Aggregator is subject to the terms and conditions of Schedule E-CBP and this Agreement.

C. Aggregator Service Establishment. Aggregator must submit an executed Agreement for Aggregators Participating in the CBP. The Agreement becomes effective upon execution by PG&E.

D. Required Notice to Add or Delete Customers. Once Aggregator has entered into the appropriate contractual or other arrangements with each customer whom Aggregator represents in the CBP, Aggregator can deliver to PG&E a "Notice to Add or Delete Customers Participating in the Capacity Bidding Program" in the form attached hereto as **Attachment B**, adding such customer's service

Electric Sample Form No. 79-1078 Sheet 1

Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas and Electric Company's Street Light Facilities

Please Refer to Attached Sample Form

Pacific Gas and Electric Company

DISTRIBUTION
- ☐ Customer
- ☐ Divisions
- ☐ Records Processing (Original)
- ☐ _____

REFERENCES
SA#:_____
PM#:_____
BD#:_____
_____

AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

This Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas and Electric

Company's Street Light Facilities (Agreement) between _____ (Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for security devices and wireless communication equipment described in the attachments to this Agreement.

A. WHEREAS, such equipment will be owned, operated and/or maintained by Customer;

B. WHEREAS, Customer intends to energize such equipment by connecting to Company-owned street light facilities consisting of a street light with an exposed (external) photocell control mounted on a distribution pole or on a dedicated street light pole by means of a bracket or support arm, where PG&E has ownership interest in and maintenance responsibility for the pole, luminaire, support arm, control facility and internal wiring at various locations within the Company's service territory, where the lighting facilities are not a particular aesthetic selection by the street light customer of record and with the exception of series street light circuits served above 480 volts; and

C. WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for such equipment installed subject to this Agreement; and

D. WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from Manufacturer's specifications and operating characteristics of the Customer where the load is 24 hour constant and of one hundred fifty (150) watts or less rated or average consumption on any one street light circuit; and

E. WHEREAS, pursuant to the Company's Electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service for Customer's equipment in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the terms, and covenants contained herein, Customer and Company hereby agree as follows:

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM NO. 79-1079 Sheet 1

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

Please Refer to Attached
Sample Form

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

This Agreement (Agreement) for Aggregators participating in the Base Interruptible Program (BIP) is entered into by and between Pacific Gas and Electric Company (PG&E), a California corporation, and_____ (Aggregator), a _____. PG&E and Aggregator may sometimes be referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the California Public Utilities Commission (CPUC) has authorized PG&E's Schedule E-BIP, (Schedule E-BIP), which is attached hereto as **Attachment A** and incorporated herein by this reference, whereby PG&E pays eligible Aggregators for participating in the BIP; and

WHEREAS, the CPUC has authorized the participation of Aggregators in BIP, and Aggregator desires to participate in the BIP subject to the applicable PG&E tariff rules and rate schedules.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

I. AGGREGATOR'S OBLIGATIONS

A. Status; Subject to Applicable PG&E Tariffs. Aggregator's status in the BIP shall be as an "Aggregator" under Schedule E-BIP. Aggregator shall be subject to all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Schedule E-BIP, as such rules and regulations may be amended from time to time.

B. Representation of Customers. Aggregator shall represent those customers in PG&E's electric service territory eligible to participate in the BIP, who have elected to participate through Aggregator with respect to such customer's service agreement(s), by having appropriate contractual or other arrangements with each such eligible customer whereby such customer authorizes Aggregator, as its representative, to receive payments and to pay penalty charges on behalf of such customer in connection with the customer's participation, through Aggregator, in the BIP. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with each customer whom Aggregator represents in the BIP. PG&E shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Aggregator acknowledges and agrees that, in its representation of PG&E customers for the BIP, Aggregator is subject to the terms and conditions of Schedule E-BIP and this Agreement.

C. Aggregator Service Establishment. Aggregator must submit an executed Agreement for Aggregators Participating in the BIP. The Agreement becomes effective upon execution by PG&E.

D. Required Notice to Add or Delete Customers. Once Aggregator has entered into the appropriate contractual or other arrangements with each customer whom Aggregator represents in the BIP, Aggregator shall deliver to PG&E a "Notice to Add or Delete Customers Participating in the Base Interruptible Program" in the form attached hereto as **Attachment B**, adding such customer's service agreement(s) to Aggregator's portfolio. The Notice shall be executed by the Aggregator and each affected customer. Aggregator shall notify PG&E that it has dropped a customer service agreement from its portfolio by delivering to PG&E a "Notice to Add or Delete Customers Participating in the Base Interruptible Program" signed by customer and Aggregator. Aggregator shall deliver such Notices to PG&E as specified in the Notice.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM NO. 79-1080 Sheet 1

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

Please Refer to Attached Sample Form

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

Instructions: Aggregators and Customers use this notice to officially notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator's BIP portfolio and are required to attest to whether they have a Prohibited Resource, and if they do, whether they intend to use the resource to reduce load during a demand response (DR) event .

PG&E may verify the information on this notice with the Customer.

Aggregator Company Name:	

This notice adds or deletes a customer's Service Agreement(s) (SA) from the Aggregator's BIP portfolio. PG&E will review and approve each SA to be added to determine if it meets the minimum requirements as specified in Schedule E-BIP. PG&E must approve each SA before it can be included in an Aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's approval date.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the BIP for the Customer's Service Agreements shown on the next page. Such authority is subject to the applicable terms and conditions of Schedule E-BIP and the Agreement For Aggregators Participating In Base Interruptible Program (Form 79-1079).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-BIP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-BIP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer's interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E's agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator's solicitation of Customer or with the Aggregator's performance any of its functions in the BIP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E's tariffs or for any damages caused by Aggregator's failure to perform any commitment to the Customer.

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.

Customer Name:		Aggregator Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-1088 Sheet 1
Supplemental Agreement for Limited Gas Transmission Capacity

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

SUPPLEMENTAL AGREEMENT FOR LIMITED GAS TRANSMISSION CAPACITY

DISTRIBUTION
- ☐ Customer
- ☐ ES&S
- ☐ _____
- ☐ _____
- ☐ _____

REFERENCES
SA#:_____
PM#:_____
Notification#:_____
Other Agmts:_____
_____
_____

This supplemental agreement is made between _____ (Applicant), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and shall be made part of the_____ (Agreement), dated _____ between these two parties.

RECITALS:

Applicant recognizes that PG&E is required by its California Public Utilities Commission (Commission) authorized tariffs to design its gas facilities to provide adequate capacity to meet the maximum demands of Applicant's loads during normal, non-emergency, conditions. It is also understood that to achieve this degree of service reliability at Applicant's business facility, located at _____
_____, reinforcement work must be done to PG&E's existing system. Therefore, PG&E and Applicant agree as follows:

AGREEMENT:

1. At Applicant's request, PG&E will not reinforce its existing system to meet PG&E's design criteria. To avoid or reduce the costs of reinforcing PG&E's existing system, Applicant acknowledges that service may be subject to curtailments and agrees to a reduced level of service reliability during the period _____ to _____. This decreased service reliability may result in the curtailment, interruption, or reduction of gas service to the Applicant during periods in which Applicant's demand exceeds system capacity.

2. PG&E's ability to serve Applicant's load will be determined by load limiting devices (Device(s)) including but not limited to back pressure regulator(s) which, will limit the gas supplied to Applicant to the capacity available on PG&E's system. The Device(s) will be installed at Applicant's expense as a special facility (Form 79-1049). PG&E system conditions that will cause the Device(s) to operate are set forth as follows:
   _____
   _____
   _____
   _____
   _____ Applicant is also subject to additional curtailments as provided by PG&E's gas Rule 14 and the Agreement.

3. Applicant understands that all of the conditions and provisions specified in other agreements with PG&E remain in effect and that interruption or curtailment, due to the presence of the Device(s) do not excuse any of the charges associated with applicable rate schedules.

4. Applicant agrees that PG&E is not liable for any physical damage or property damage caused by the presence or operation of the Device(s).

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-1090 Sheet 1
G-ESISP Service Agreement

Please Refer to Attached
Sample Form

G-ESISP SERVICE AGREEMENT

This G-ESISP Service Agreement is made by and between Pacific Gas and Electric Company (PG&E), a California Corporation, and _____ (Independent Storage Provider (ISP)), a(n) _____ and _____ (Customer), a(n) _____, (together referenced as "Parties").

Service Street: _____

Service City, State and Zip: _____

PG&E Service Point #: _____

NGSA Trans ID or CPBA Contract #: _____

1. PG&E will provide Exchange Service to the Customer per the provisions of Schedule G-ESISP.
2. The ISP agrees to interconnect with PG&E's metering facility in order to serve Customer.
3. Customer has built a pipeline from its facility that is interconnected with PG&E's metering facility.
4. Customer and the ISP agree to an Exchange Fee, as specified in Exhibit A to this Agreement, that applies to each therm of gas delivered to Customer or accepted from Customer through the PG&E metering facility that connects with Customer and the ISP facilities. Changes to the Exchange Fee must be agreed to by the ISP and Customer signing a new Exhibit A, and providing a copy to PG&E so it can effectuate the billing change.
5. Customer agrees to pay the Exchange Fee charges to PG&E per the billing, payment and collection provisions of PG&E's tariffs. PG&E agrees to pay the ISP the same Exchange Fee charges excluding PG&E's Revenue Fees and Uncollectible (RF&U) accounts expense.
6. For a Noncore End-Use Customer, Customer has signed a Natural Gas Service Agreement (NGSA) (Form 79-756) that includes service under Schedules G-NT or G-EG, as appropriate. For a California gas producer, Customer has signed a California Production Balancing Agreement (CPBA) (Gas Form 79-944), and signed any other agreement required for interconnecting with PG&E.
7. The ISP will use its storage services to provide the necessary balancing service for Customer. The ISP and Customer have signed an agreement for this service, including the charges.
8. The Customer or the ISP has provided or will provide PG&E a copy of its gas quality agreement, or of that section of the storage services agreement related to gas quality, with Customer within ten (10) days of signing.
9. Customer agrees that PG&E can share contemporaneously the Customer's metering and gas quality data with the ISP. The metering data will be provided to the ISP at the PG&E metering facility location.
10. The Effective Date of this agreement is the date that it has been signed by all Parties.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-1091 Sheet 1
G-ESISP Service Relocation Agreement

Please Refer to Attached
Sample Form

G-ESISP SERVICE RELOCATION AGREEMENT

This G-ESISP Service Relocation Agreement is made by and between Pacific Gas and Electric Company (PG&E) a California Corporation, and _____ (Customer), a(n) _____, is to address the situation if Exchange Service is terminated under a G-ESISP Service Agreement at the location(s) specified below.

Service Street: _____

Service City, State and Zip Code: _____

PG&E Service Point #: _____

NGSA Trans. ID or CPBA Contract #: _____

1. Should the use of the ISP facilities for Exchange Service be terminated for Customer or PG&E for any reason, or should the ISP or Customer facilities become, in PG&E's opinion, unsafe or unsuitable for service pursuant to good utility practice, PG&E will continue to provide service to Customer from a different location, if Customer wants to continue to receive service. In such circumstances:

   a. PG&E will relocate the point of service upon request, provided suitable rights of way are available, and Customer first pays to PG&E the cost of such relocation, as estimated by PG&E, per PG&E's applicable tariffs; and

   b. PG&E is hereby absolved of and from any and all liability to Customer for, and Customer shall indemnify PG&E, its officers, agents and employees against, any and all damage, whether to person or property or due to financial injury, including but not limited to financial injury from interruption to Customer's business operations, which Customer or any third party may suffer by reason of, or in any way connected with such discontinuance of service; and

   c. Customer shall hold harmless PG&E, its officers, agents, and employees, from and indemnify them against any liability, claim, or loss from damage to any property or injury to or death of any person or persons in any way arising from or connected with the service facilities owned by ISP or Customer, as the case may be, and used by Customer to receive service hereunder, and PG&E has no obligation with respect to the operation or maintenance thereof.

2. This agreement will not terminate if the G-ESISP Service Agreement is terminated.

3. 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.

Electric Sample Form No. 79-1095 Sheet 1
Authorization to Receive Customer Information or Act Upon a Customer's Behalf

Please Refer to Attached
Sample Form

AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT UPON A CUSTOMER'S BEHALF

THIS IS A LEGALLY BINDING CONTRACT , PLEASE READ CAREFULLY

(Please Print or Type)

I, _____
NAME TITLE (IF APPLICABLE

of _____ **(Customer) have the following mailing address**
NAME OF CUSTOMER OF RECORD

_____ **, and do hereby appoint**
MAILING ADDRESS CITY STATE ZIP

_____ **of** _____
NAME OF THIRD PARTY MAILING ADDRESS

_____
CITY STATE ZIP

To act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

1. _____ _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

2. _____ _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

3. _____ _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED – This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

☐ 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility[1].

☐ 2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):

- ☐ a. Verification of rate, date of rate change, and related information;
- ☐ b. Contracts and Service Agreements;
- ☐ c. Previous or proposed issuance of adjustments/credits; or
- ☐ d. Other previously issued or unresolved/disputed billing adjustments.

☐ 3. Request investigation of my utility bill(s).

☐ 4. Request special metering, and the right to access interval usage and other metering data on my account(s).

☐ 5. Request rate analysis.

☐ 6. Request rate changes.

☐ 7. Request and receive verification of balances on my account(s) and discontinuance notices.

1 The Utility will provide standard customer information without charge up to two times in a 12-month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1096 Sheet 1
Authorization to Receive Customer Information or Act Upon a Customer's Behalf (Spanish)

Please Refer to Attached
Sample Form

AUTORIZACIÓN PARA RECIBIR INFORMACIÓN PERSONAL DE UN CLIENTE O PARA ACTUAR EN SU REPRESENTACIÓN

EL PRESENTE ES UN CONTRATO JURÍDICAMENTE VINCULANTE _ LÉALO DETENIDAMENTE

(Por favor, escriba a máquina o con letra de imprenta)

INFORMACIÓN IMPORTANTE PARA CLIENTES DE PG&E – ASEGÚRESE DE LEER PRIMERO

De acuerdo a las políticas de privacidad de PG&E, que pueden encontrarse en el sitio www.pge.com (con algunas excepciones), por lo general PG&E no vende o divulga ninguna información personal a terceros, como su nombre, dirección, número de teléfono o información pertinente a su cuenta o facturas de gas o electricidad, salvo que usted haya consentido expresamente a que un tercero acceda a su información personal. El propósito de este formulario es que usted pueda ejercitar su derecho de autorizar o no a que PG&E divulgue su información personal a un tercero específico. Por favor, tenga en cuenta que usted no tiene obligación de compartir su información personal con un tercero y no tiene obligación de firmar este formulario. Además, como se indica a continuación, usted tiene ciertos derechos a ser informado en detalle sobre las personas que tendrán acceso a su información personal, los fines para los que esta información será usada, y los procedimientos que usted puede utilizar para poner fin o revocar su autorización de divulgar dicha información. Antes de firmar este formulario, usted debe asegurarse de completar y revisar la descripción detallada de la información que autoriza a divulgar a un tercero, y de los propósitos de uso que éste tiene para dicha información. Una vez que haya autorizado a un tercero a acceder a su información personal, usted es responsable de asegurarse que ese tercero no divulgue dicha información en el futuro.

Por favor lea cuidadosamente y preste atención a los detalles del siguiente formulario, y por favor provea toda la información requerida. PG&E no entregará su información personal a un tercero a menos que este formulario sea completado en su totalidad. PG&E proveerá información estándar del cliente sin cargo hasta dos veces en el periodo de 12 meses por cada cuenta. Después de dos pedidos en un año, usted será responsable por los cargos que pudieran incurrirse para procesar su pedido.

Si usted tiene alguna pregunta acerca de este formulario de autorización o acerca de las políticas de privacidad de PG&E en general, contacte a PG&E al 1-800-743-5000 o por E-mail escribiendo a CorrespondenceManage@pge.com

Yo _____
NOMBRE PUESTO (SI ES PERTINENTE)

de _____ **(Cliente) tiene la siguiente dirección postal**
NOMBRE DEL CLIENTE REGISTRADO

_____ **, y a través del presente designo a**
DIRECCIÓN POSTAL CIUDAD ESTADO CÓDIGO POSTAL

_____ **de** _____
NOMBRE DEL TERCERO DIRECCIÓN POSTAL

_____
CIUDAD ESTADO CÓDIGO POSTAL

para actuar como mi agente y asesor (Agente) para la(s) cuenta(s) que aparece(n) listada(s) y en las categorías indicadas más adelante:

CUENTAS INCLUIDAS EN ESTA AUTORIZACIÓN:

1. _____ _____
DIRECCIÓN DEL SERVICIO CIUDAD NÚMERO DE CUENTA DEL SERVICIO

2. _____ _____
DIRECCIÓN DEL SERVICIO CIUDAD NÚMERO DE CUENTA DEL SERVICIO

† La información recabada en este formulario se utiliza de acuerdo con la Política de Privacidad de PG&E. La Política de Privacidad está disponible en pge.com/privacy.

Electric Sample Form No. 79-1097 Sheet 1
Request Change of Mailing Address to a Third Party Change of Address

Please Refer to Attached
Sample Form

REQUEST CHANGE OF MAILING ADDRESS TO A THIRD PARTY CHANGE OF ADDRESS

(Please Type or Print)

1. CUSTOMER INFORMATION:

_____
CUSTOMER/COMPANY NAME

_____
MAILING ADDRESS

_____
CITY STATE ZIP

(____)_____ (____)_____
TELEPHONE NUMBER FACSIMILE NUMBER

2. REQUESTED CHANGE TO MAILING ADDRESS (In order for this form to be processed, all of the following information must be provided):

_____
INFORMATION RECIPIENT

C/O _____
COMPANY NAME (If Applicable)

_____
MAILING ADDRESS

_____
CITY STATE ZIP

(____)_____ (____)_____
TELEPHONE NUMBER FACSIMILE NUMBER

CHANGE OF MAILING ADDRESS SHOULD TAKE EFFECT ON _____.
DATE

3. ACCOUNTS INCLUDED IN THIS REQUEST:

_____ _____
ADDRESS CITY SERVICE ACCOUNT NUMBER

_____ _____
ADDRESS CITY SERVICE ACCOUNT NUMBER

_____ _____
ADDRESS CITY SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form.)

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1099 Sheet 1
Property Management Authorization Agreement

Please Refer to Attached
Sample Form

PROPERTY MANAGEMENT AUTHORIZATION AGREEMENT

The Property Management Authorization agreement permits account holders who are property owners to specifically delegate certain rights to third parties who are agents for the property owner for the purposes of managing the property owner's PG&E account(s). The customer of record who is a property owner may permit his or her agent, such as a property manager, to receive information or transact business with PG&E on his or her behalf. The customer must specify what information the third party is entitled to receive, what if any act(s) the third party may transact on his/her behalf, and whether the authorization is being provided on a limited basis or on an indefinite basis. The customer of record may revoke or modify the designation of his or her agent for this purpose at any time by submitting a written request to PG&E.

Please complete and sign the attached form "Property Management Authorization Agreement" and mail to:

Pacific Gas & Electric Company
Property Manager Authorization Department
P.O. Box 24047
Fresno, CA 93706-2010

Fax to:
559-499-5100

Completed forms may be scanned and emailed to our centralized email box at:
businesscustomerhelp@pge.com

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1100 Sheet 1

ELECTRIC RULE 21 - AGREEMENT TO INSTALL APPLICANT REQUESTED NGOM SPECIAL FACILITIES FOR SOLAR PERFORMANCE METERING

Please Refer to Attached Sample Form

DISTRIBUTION:

☐ XXXX
☐ XXXX
☐ XXXX
☐ XXXX
☐ _____

REFERENCE:

_____
_____
_____
_____
_____

ELECTRIC RULE 21 - AGREEMENT TO INSTALL APPLICANT REQUESTED NGOM SPECIAL FACILITIES FOR SOLAR PERFORMANCE METERING

At the request of _____("Applicant"), Applicant and **Pacific Gas and Electric Company (PG&E)** hereby enter into this agreement ("Agreement") for the installation of solar generation performance metering equipment, also known as net generation output metering ("NGOM"), to support Applicant's participation in the California Solar Initiative ("CSI") Program. NGOM is required by the California Public Utilities Commission ("CPUC") for participation in the CSI Performance Based Incentive ("PBI") payment structure, and may also be installed to provide Applicant information on Applicant's solar generating system's performance. This Agreement will commence the later of: (1) the date of Agreement's execution; or (2) the date of the first CSI payment.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials, services, and related facilities required therefore, subject to the following conditions:

1. The location and requested work are described as follows: (A detailed description of the materials and facilities to be furnished and/or work to be performed by PG&E is provided below. This includes any data communication and processing services provided by PG&E and/or its selected communication vendors.)

   SERVICE ADDRESS:

   _____

   DESCRIPTION OF FACILITIES (Special Facilities):

   _____

2. Prior to Special Facilities installation, Applicant shall pay to PG&E, promptly upon demand the cost of the equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment in perpetuity (Cost-of-Ownership, COO), and for on-going performance data communication and processing services required for PBI payment calculation and processing through an Equivalent One Time payment based upon the appropriate present-worth-factor ("PWF"). Applicant waives its right to elect the "actual" cost option under Rule 21, and PG&E will use the "estimated" cost option in determining costs. As rearrangement (PG&E service re-configuration following NGOM removal) and meter removal costs are paid by Applicant prior to construction, there will be no true-up upon termination of Agreement, and for the purpose of calculating Applicant's charges under Agreement, a salvage value of zero will be assigned to the meter and other PG&E equipment removed upon termination.

   Performance Data Provider ("PDP") services, if required, will coincide with the 5-year PBI payment schedule. However, Applicants who change their PDP during the 5-year incentive payment term may alternatively select 1, 2, 3, or 4 years of PDP service from PG&E, depending on the length of term remaining on their PBI incentive payment schedule. PDP service provided pursuant to Agreement includes remote communication and collection of

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1102 Sheet 1
Section 399.20 Power Purchase Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:

☐ XXXX
☐ XXXX
☐ XXXX
☐ XXXX
☐ _____

REFERENCE:

_____
_____
_____
_____
_____

SECTION 399.20
POWER PURCHASE AGREEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation ("PG&E" or "Buyer"), and _____ ("Seller") hereby enter into this Power Purchase Agreement ("Agreement"). Seller and PG&E are sometimes 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 appendices, the Parties agree as follows:

1. DOCUMENTS INCLUDED; DEFINED TERMS

This Agreement includes the following appendices, which are specifically incorporated herein and made a part of this Agreement.

Appendix A- Definitions

Appendix B- Initial Energy Delivery Date Confirmation Letter

Appendix C- Time of Delivery ("TOD") Periods and Factors

Appendix D- Counterparty Notification Requirements for Outage and Generation Schedule Changes

Appendix E- Description of the Facility

2. SELLER'S GENERATING FACILITY, PURCHASE PRICES AND PAYMENT

2.1 Facility. This Agreement governs PG&E's purchase of the Product from the electrical generating facility (hereinafter referred to as the "Facility" or "Unit" or "Project") as described in this Section.

2.1.1 The Facility is located at:

_____

_____

_____

_____ County, California.

2.1.2 The Facility is named _____.

2.1.3 The Facility's primary fuel is _____ [i.e. biogas, hydro, etc.].

2.1.4 The Facility has a Nameplate of ___ kilowatts ("kW"), at unity power factor at 60 degrees Fahrenheit at sea level and has a primary voltage level of ____ kilovolts

Electric Sample Form No. 79-1103 Sheet 1
Small Renewable Generator Power Purchase Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

DISTRIBUTION:

- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ _____

REFERENCE:

_____
_____
_____
_____
_____

PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation ("PG&E" or "Buyer"), and _____ ("Seller") hereby enter into this Power Purchase Agreement ("Agreement"). Seller and PG&E are sometimes 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 appendices, the Parties agree as follows:

1. DOCUMENTS INCLUDED; DEFINED TERMS

This Agreement includes the following appendices, which are specifically incorporated herein and made a part of this Agreement.

Appendix A - Definitions

Appendix B - Initial Energy Delivery Date Confirmation Letter

Appendix C - Time of Delivery ("TOD") Periods and Factors

Appendix D - Counterparty Notification Requirements for Outage and Generation Schedule Changes

Appendix E - Description of the Facility

2. SELLER'S GENERATING FACILITY, PURCHASE PRICES AND PAYMENT

2.1 Facility. This Agreement governs PG&E's purchase of the Product from the electrical generating facility (hereinafter referred to as the "Facility" or "Unit" or "Project") as described in this Section.

2.1.1 The Facility is located at:

_____

_____

_____

_____ County, California.

2.1.2 The Facility is named _____.

2.1.3 The Facility's primary fuel is _____ [i.e. biogas, hydro, etc.].

Electric Sample Form No. 79-1104
Bill Calculation Service Agreement

Sheet 1

Please Refer to Attached
Sample Form

BILL CALCULATION SERVICE AGREEMENT

Pacific Gas and Electric Company (PG&E) and _____(Customer), Service Account Number(s) _____ served under Schedule _____("Applicable Tariff") hereby enter into this Bill Calculation Service Agreement (Agreement) for the provision of fee-based bill calculation services. The purpose of this Agreement is for PG&E to provide bill calculation services for sub-metered tenants of Customer in accordance with the rates applicable to PG&E's residential customers. Customer and PG&E shall be individually referred to herein as a "Party" and collectively as the "Parties."

Section 1: Service Description

1.1 To utilize PG&E bill calculation services, Customer must complete an application and agree to provide required tenant information identified below as: 1.1 a – d.

PG&E shall provide Customer password protected internet access allowing the Customer to transmit Customer's sub-metered tenant data to PG&E. Customer shall provide the following data for each sub-metered tenant for Customer's Service Account(s):

a) sub-metered tenant's identification number or address

b) sub-metered tenant's rate schedule

c) sub-metered tenant's billing period (e.g. beginning and ending dates)

d) sub-metered tenant's gas and/or electric meter reads.

1.2 PG&E shall calculate the sub-metered tenants' bills under the specified rate schedules in effect during the billing periods specified by Customer.

1.3 Should Customer determine that a sub-metered tenant's energy charges need to be recalculated because of incorrect information submitted by Customer to PG&E, Customer shall resubmit the data listed in Section 1.1. Each bill calculation request will result in a corresponding transaction charge to be paid by Customer according to the charges specified in the Applicable Tariff. The Customer will not be charged for additional calculations required due to errors made by PG&E.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1105 Sheet 1

Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets
on
Pacific Gas and Electric Company's Street Light Facilities

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:

- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ _____

REFERENCE:

_____
_____
_____
_____
_____

AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO SEASONAL LIGHTING LOADS CONNECTED TO FESTOON OUTLETS ON PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

This Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities (Agreement) between _____ (Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for seasonal decorative equipment connected to street light facilities through festoon outlets.

A. WHEREAS, such seasonal decorative equipment will be owned, operated and/or maintained by Customer; and

B. WHEREAS, the Company historically owns, operates and maintains street light circuits with existing festoon receptacles designed to allow seasonal decorative lighting to be attached and energized; and

C. WHEREAS, Customer intends to energize such equipment by connecting to Company-owned street light facilities through festoon outlet receptacles located a minimum of nine (9) feet above grade at the base of the pole or post; and

D. WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for such equipment installed subject to this Agreement; and

E. WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from Manufacturer's specifications and operating characteristics of the Customer where the load is controlled by a timer (where timer is not accessible by pedestrians) or is 24 hour constant and of one hundred fifty (150) watts or less rated load on any one street light; and

F. WHEREAS, pursuant to the Company's Electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service for Customer's equipment in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the terms, and covenants contained herein, Customer and Company hereby agree as follows:

1. Customer's equipment that is the subject of this Agreement is identified in the data sheets set forth in Attachment A (Equipment). The Equipment will be installed by Customer on the facilities described in Recital Paragraph C above with an energy connection on the Company-owned street light circuit. Each location will be grouped in a specific account, separate from the street light account, identified by either the city or unincorporated county where the Equipment is located for proper billing and accounting. The energy account will be billed on the Company's regular monthly billing cycle for unmetered loads. Billing of fixed usage shall be at the amount indicated in Paragraphs

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1107
Streetlight Application for Service

Sheet 1

Please Refer to Attached
Sample Form

STREETLIGHT APPLICATION FOR SERVICE

Please complete this form and submit to PG&E New Construction Services at P.O. Box 24047 Fresno CA, 93706-2010 *or Call 1-877-PGE-SRVC to apply over the phone. This form should be used for Streetlight requests which are not associated with another application. *Indicates optional fields.*

Project Information

☐ Residential Single Family ☐ Residential Subdivision ☐ Commercial/Industrial ☐ Agricultural

☐ Agency (City, County, Cal Trans) ☐ Mix Use

Service Request Date

Project Address or Lot Number City County Zip

Nearest Cross Street

Applicant / Company Name

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address
(Correspondence will be sent via e-mail)

Applicant Address City State Zip

*Representative Name (If different from applicant)

Day Phone ( ) *Cell Phone ( ) *Fax ( ) *Email address

*Representative Address *City *State *Zip

Contract Information

Name/Company to appear on bill
(First Name, Middle Initial, Last Name)

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Governmental Agency ☐ Sole Proprietor

☐ Other

Mailing address for contacts City State Zip

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1109 Sheet 1

Virtual Net Energy Metering Application and Interconnection Agreement for the
Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 Megawatt or Less

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

NEMVMASH

Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 Megawatt or Less

Please note that this agreement does not constitute an application for **rebate** and/or **incentive programs**. For more information on these programs and their specific applications, please contact PG&E by phone, or by email using the subject "solar energy" at smarter-energy@pge.com, 1-800-933-9555 (residential) or BusinessCustomerHelp@pge.com, 1-800-468-4743 (commercial/industrial).

For more information on the , Multifamily Affordable Solar Housing (MASH) or the New Solar Homes Partnership (NSHP) for affordable housing, please go to www.pge.com/csi where you will find information about the program, including the program handbook, reservation request forms with the program contract as well as a list of requirements, FAQ's and resources. For additional questions about the California Solar Initiative (CSI), MASH or the NSHP, contact PG&E at solar@pge.com.

This *VIRTUAL NET ENERGY METERING APPLICATION AND INTERCONNECTION AGREEMENT FOR THE BUILDING OWNER OF MULTIFAMILY AFFORDABLE HOUSING WITH A SOLAR GENERATING FACILITY OF 1 MEGAWATT OR LESS* (Agreement) applies to electric rate schedule *NEMVMASH*[1]*, Virtual Net Energy Metering Service for Multifamily Affordable Solar Housing* for the Owner or designated agent of the Owner (Owner) who interconnects a solar electric Generating Facility with an capacity of 1 megawatt (1,000 kW) or less that is located on Owner's existing buildings that received incentives under PG&E's California Solar Initiative (CSI) Multifamily Affordable Solar Housing (MASH) Program or on the Owner's new, "Affordable Housing" as defined in Public Resource Code section 25401.6** that received incentives under the New Solar Homes Partnership (NSHP) Program in PG&E's service territory, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System.

The purpose of this Agreement is to allow Owner to interconnect a solar electric generating facility with PG&E's Distribution System, subject to the provisions of this Agreement and PG&E's rate schedule NEMVMASH. Owner has elected to interconnect and operate its solar electric Generating Facility in parallel with PG&E's Distribution System, primarily to offset part or all of the Owner's Multifamily Affordable Solar Housing's own electrical requirements at the affiliated service points as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

B. Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E along with a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E's interconnection review of the proposed Generating Facility.

[1] Formerly referred to as Rate Schedule NEMVNMA – See Advice Letter 3890-E regarding name change.

Electric Sample Form No. 79-1109-02 Sheet 1

NEM2VMSH Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 Megawatt or Less

Please Refer to Attached Sample Form

Pacific Gas and Electric Company®

NEM2VMSH

Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 Megawatt or Less

Please note that this agreement does not constitute an application for **rebate** and/or **incentive programs**. For more information on these programs and their specific applications, please contact PG&E by phone, or by email using the subject "solar energy" at smarter-energy@pge.com, 1-800-933-9555 (residential) or BusinessCustomerHelp@pge.com, 1-800-468-4743 (commercial/industrial).

For more information on the , Multifamily Affordable Solar Housing (MASH) or the New Solar Homes Partnership (NSHP) for affordable housing, please go to www.pge.com/csi where you will find information about the program, including the program handbook, reservation request forms with the program contract as well as a list of requirements, FAQ's and resources. For additional questions about the California Solar Initiative (CSI), MASH or the NSHP, contact PG&E at solar@pge.com.

This *NEM2VMSH VIRTUAL NET ENERGY METERING APPLICATION AND INTERCONNECTION AGREEMENT FOR THE BUILDING OWNER OF MULTIFAMILY AFFORDABLE HOUSING WITH A SOLAR GENERATING FACILITY OF 1 MEGAWATT OR LESS* (Agreement) applies to electric rate schedule *NEM2VMSH, Virtual Net Energy Metering Service for Multifamily Affordable Solar Housing* for the Owner or designated agent of the Owner (Owner) who interconnects a solar electric Generating Facility with an capacity of 1 megawatt (1,000 kW) or less that is located on Owner's existing buildings that received incentives under PG&E's California Solar Initiative (CSI) Multifamily Affordable Solar Housing (MASH) Program or on the Owner's new, "Affordable Housing" as defined in Public Resource Code section 25401.6** that received incentives under the New Solar Homes Partnership (NSHP) Program in PG&E's service territory, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System.

The purpose of this Agreement is to allow Owner to interconnect a solar electric generating facility with PG&E's Distribution System, subject to the provisions of this Agreement and PG&E's rate schedule NEM2VMSH. Owner has elected to interconnect and operate its solar electric Generating Facility in parallel with PG&E's Distribution System, primarily to offset part or all of the Owner's Multifamily Affordable Solar Housing's own electrical requirements at the affiliated service points as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

B. Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E along with a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E's interconnection review of the proposed Generating Facility.

ELECTRIC SAMPLE FORM 79-1110 Sheet 1
REACTIVE DEMAND CHARGE EXEMPTION FORM

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

REACTIVE DEMAND CHARGE EXEMPTION FORM[1]

DISTRIBUTION:

- ☐ Customer Billing
- ☐ Customer Care/ES&S
- ☐ Electric Transmission
- ☐ Tariff Interpretations

REFERENCE:
Date: _____
Log #: _____
SA# _____
Premises # _____

Project Name: _____
(Legal name as entered on Standby Contract)

CDx Account No: _____ **SA ID #:** _____
(Assigned to Customer) (Electric Service Agreement #)

Location: _____
(Street or descriptive address, city and/or county, and zip code)

Generator Information:

Generator equipment limits for operating voltages _____
Safe Operating VAR limit (plus and minus value) _____

Reactive Demand Exemption is only applicable to transmission-connected synchronous generators on automatic voltage control (AVR)

#	Generator Description e.g. Plant #1	Generator Type: Synchronous or Induction	Interconnection Voltage (kV)	Capacity (MW)	Make and Model e.g. GE LM5000
1.					
2.					
3.					
4.					

Completed by: _____
Effective Date Requested: _____

Plant control e-mail: _____ **Contact #** ( ) _____

Plant control fax number: _____ **Contact #** ( ) _____

Alternate contact number (cell): _____ **Contact #** ( ) _____

PG&E Switching Center: _____ **Contact co. #** ( ) _____

Comments: _____

[1] This form 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

For PG&E Use Only

Reviewer: _____ **Contact #** ( ) _____

Effective Date: _____ **(First day of the next billing cycle)**

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Automated document, Preliminary Statement, Part A

ELECTRIC SAMPLE FORM 79-1111 Sheet 1
OPTIMAL BILLING PERIOD SERVICE ELECTION FORM

Please Refer to Attached
Sample Form

OPTIMAL BILLING PERIOD SERVICE ELECTION FORM

The undersigned Customer hereby acknowledges and agrees to all terms and conditions specified.

1. Eligibility

Customers taking service on PG&E's Schedule AG, "Time-of-Use Agricultural Power", Rate AG-C, Schedule E-19 or B-19, "Medium General Demand Metered Time-of-Use Service," or Schedule E-20 or B-20, "Service to Customers with Maximum Demands of 1,000 Kilowatts or More," may elect the Optimal Billing Period (OBP) service, subject to program availability, and the qualifying eligibility terms and conditions specified below and in the applicable tariffs.

2. By electing the Optimal Billing Period (OBP) service, customer declares it has reviewed and meets all eligibility requirements as described in the customer's applicable electric rate schedules: PG&E's electric rate Schedule AG, Special Condition 16 – *Optimal Billing Period Service*, PG&E's electric rate Schedule E-19 or B-19, Special Condition 20 – *Optimal Billing Period Service*, or in PG&E's electric rate Schedule E-20 or B-20, Special Condition 18 – *Optimal Billing Period Service.*

3. Terms and Conditions

The initial term of this Agreement shall be for a period of one (1) year from the date executed by PG&E. This Agreement shall continue thereafter for successive terms of one (1) year, provided, however, that either party shall have the right to terminate this Agreement at the expiration of the initial one (1) year term or anytime thereafter upon thirty (30) days written notice to the other party. However, if a customer terminates this agreement between anniversary dates, there shall be no entitlement to a refund for any portion of the most recent OBP fee payment to PG&E. Once terminated, the Customer will not be eligible for OBP service for twelve (12) months from the termination date. Should this OBP program terminate, PG&E reserves the right to terminate all Agreements upon the expiration date of the OBP service.

4. Designation of Subject Months

The Customer designates the six consecutive months of _____, _____, _____, _____, _____, and _____ as the high seasonal optimal billing period.

5. Annual Qualification

Customers must continue to meet the eligibility requirements stated in Section 1, above, to qualify for OBP service in subsequent one-year term(s).

6. Customer Notification to PG&E

The customer must notify PG&E via email and shall state in its subject line "OBP Notification" of its elected production start and/or end dates of the OBP service. The designation may not be implemented if it is not received or if it does not contain the specified information. A participating customer must email PG&E at least seventy-two (72) hours in advance of elected date(s). The customer should send emails to the following address: OptimalBillingNotifi@pge.com.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form 79-1113 Sheet 1
Agreement to Perform Tariff Schedule Related Work
Rule 20A Electric Panel Service Conversion

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

- ☐ Applicant (Original)
- ☐ Division (Original)
- ☐ Acctg. Services

REFERENCES

MLX#:_____

PM#:_____

Project Mgr.:_____

AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK - RULE 20A ELECTRIC PANEL SERVICE CONVERSION

City/County of _____, (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E) to perform the tariff scheduled related work as located and described herein.

Electric Panel Service Conversion Program:

In order to expedite the completion of Rule 20A Projects, PG&E has offered to manage the electric service conversions, and pay for this work from the Applicant's allocation funds. The underground electric feed that replaces the existing overhead service will be installed in the most economical manner possible, as determined by PG&E. To ensure the success of this program, the Applicant agrees to support the Electric Panel Service Conversion Program as follows:

Responsibilities of the Applicant:

1. Provide accurate list of owner, parcel #, address, phone number.
2. Mail informational letters to all residents describing the program and their responsibilities.
   a. PG&E will provide templates for these letters.
3. Obtain Right of Entry agreements from property owners prior to scheduling construction.
   a. PG&E will provide the document for each property owner to complete and sign.
4. Provide a liaison for residents and property owners to contact with questions.
5. Waive permit fees.
6. Waive Inspection fees.
7. Facilitate a preliminary job walk with the liaison, building inspector and others.
   a. Review PG&E's intended placement of new equipment required for conversions.
   b. Clarify the inspection and permit requirements and timing, if necessary.
8. Provide information enabling the field crews to determine the location of property lines.
9. Disclose all special circumstances
   a. For example: historic buildings, hazardous materials, environmental issues, burial grounds and other items that may affect the overhead-to-underground conversion.
10. Communicate with the property owners if additional work beyond the conversion will be required.
    a. PG&E will pay for the work required to replace the existing overhead electric feed with a new underground feed only. The cost of any additional work required to bring the property up to current codes will be borne by others (property owner or Applicant).
    b. The Applicant will communicate to the property owner all items that must be brought up to code in a timely manner, and all code issues will be managed by the Applicant.

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Electric Sample Form No. 79-1114 Sheet 1
NEM 2010 Early True-up Request Form

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

Net Energy Metering

NEM 2010 Early True-up Request Form

Dear Net Energy Metered Customer:

If you would like to move up the 2010 start date of your 12 month true-up period, you may elect to do so by providing the information requested below, signing, and submitting it to PG&E at:

NEM Compensation Program
PO Box 770000
MC B12C
San Francisco, CA 94177

☐ Yes, I would like to move up my 12 month NEM true-up start date. I understand that PG&E will true-up my account once this request has been received and any credits I have associated with the previous true-up period will be zeroed out. I understand that if my 2010 true-up has already occurred by the time PG&E receives this form from you, it will not be possible to have a new true-up date.

PG&E Account Holder Name (Must Match Customer Name on PG&E Blue Bill)	Account Number	Service ID (If known)
Street Address		
City	State	Zip
Mailing Address		
City	State	Zip
Business Phone / Home Phone	Fax	Email

Signature _____ Date _____

Please complete this form in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Automated Document, Preliminary Statement, Part A

Electric Sample Form No. 79-1116 Sheet 1
Customer Assignment Notification

Please Refer to Attached
Sample Form

CUSTOMER ASSIGNMENT NOTIFICATION

1. Electric Service Provider (ESP) Declaration

_____ (*Name of ESP*) ("ESP") hereby warrants that:

(1) Under provisions of the agreement for Direct Access service (Agreement), the current customer as identified below (Current Customer) has the right to receive Direct Access (DA) service from an ESP for electric service loads located at the service address identified below (Current Location) under the service accounts identified below (Current Accounts)

(2) Under the provisions of the Agreement, Current Customer has the right to assign its right to receive DA service at the current location for load represented by the Current Accounts to New Customer (identified below).

(3) All conditions of the Agreement necessary for a valid assignment from the Current Customer to New Customer have been satisfied, including any necessary approvals by ESP.

Signature: _____

Authorized Representative of ESP

Date Of Signature: _____

2. New Customer Declaration

_____ (*New Customer as identified below)*) hereby warrants that:

(1) It consents to the assignment of rights by the Current Customer as described above under the ESP Declaration.

(2) It understands that the assigned right to receive direct access service is limited to electric power loads at the Current Location.

(3) It understands that this notice must be submitted within sixty (60) days after Current Customer closes its service account.

(4) It understands that its service account may not have been in the New Customer's name for more than ninety (90) days.

(5) It understands that a Direct Access Service Request (DASR) must be submitted within sixty (60) days of acceptance of this notice by PG&E for this assignment to be valid.

(6) It is familiar with the loads and load history represented by the Current Accounts and understands that, pursuant to California Public Utilities Commission Decision 02-03-055, its right to receive direct access is limited to loads the same as, or substantially the same as, the loads represented by the Current Accounts.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1117 Sheet 1
Six Month Notice to Transfer to Direct Access Service

Please Refer to Attached
Sample Form

Six Month Notice to Transfer to Direct Access Service

This signed and completed form notifies Pacific Gas and Electric Company (PG&E) of your intent to transfer your service account(s) to Direct Access (DA) service.

Terms and conditions

Within thirty (30) business days of receipt, PG&E will notify you of the status of your Six Month Notice to Transfer to Direct Access Service (Notice). If your Notice has been accepted, the confirmation from PG&E will specify the date by which your Electric Service Provider must submit a Direct Access Service Request to PG&E in order to transfer your service account(s) to DA service. This is important information that you will need to provide to your Electric Service Provider to complete your request. This date is significant because if PG&E does not receive a Direct Access Service Request by this date, your service account(s) will be switched to Transitional Bundled Service for a period of up to sixty (60) days. If a Direct Access Service Request is not received by the end of this sixty (60) day period, then your six month notice to return to DA service will be cancelled, and the cancellation will serve as your six month notice to return to bundled portfolio service. You will be subject to Transitional Bundled Commodity pricing, as defined in rate Schedule TBCC, for a period of six (6) months and then begin a new eighteen (18) month commitment period on bundled portfolio service.

In the event the available annual Load Cap for transferring to DA Service for the current or subsequent phase-in year, if applicable, has been met at the time PG&E receives your Notice, your Notice will be rejected and your service account will not be eligible to transfer to DA Service.

I understand that this form 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.

Please email completed and signed form to DANOI@pge.com

*Important: If this notice is submitted by a third-party on behalf of the customer, a signed and executed customer authorization, Authorization to Receive Customer Information or Act Upon a Customer's Behalf (Electric Form No. 79-1095), must be enclosed.

Authorization

Please consider this my six month notice to transfer the service account(s) listed to DA service. I also acknowledge and understand the following statements:

- My Electric Service Provider must submit a Direct Access Service Request on my behalf prior to the specified date in order to complete the transfer.
- The rules and conditions, as set forth in PG&E's electric Rule 22.1, are available at pge.com/tariffs.
- I can rescind this Notice within three (3) business days by contacting PG&E at (800) 468-4743.
- A notice with more than one service agreement should use the supplemental list provided in Attachment A

Name on account

Service agreement number

Service address

City, State, Zip

Customer's email address

Customer or Authorized Agent* signature

Signature

Name and title

Company name

Daytime telephone number

Email address

Date of signature

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form 79-1118 Sheet 1
General Off-Bill and On-Bill Financing Loan Agreement

Please Refer to Attached
Sample Form

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer ("**Customer**") has contracted for the provision of energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas & Electric Company (**"PG&E"**) shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("**Contractor**"), to provide the Work as described in the Application.

2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "**Adjustment**"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.

3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of the Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including Contractor) in the conduct or performance of the Work.

ELECTRIC SAMPLE FORM 79-1120 Sheet 1
STANDARD CONTRACT FOR ELIGIBLE CHP FACILITIES

Please Refer to Attached
Sample Form

POWER PURCHASE AND SALE AGREEMENT

between

[BUYER'S NAME]

and

[SELLER'S NAME]

(ID #[Number])

Standard Contract for Eligible CHP Facilities

TERMS THAT ARE BOXED AND SHADED IN LIGHT YELLOW AND/OR BRACKETED AND IN BLUE FONT ARE EITHER BUYER COMMENTS OR GENERATING FACILITY-TYPE SPECIFIC COMMENTS THAT SHOULD BE REMOVED, ACCEPTED OR COMPLETED, AS APPLICABLE.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form 79-1121 Sheet 1

Power Purchase and Sale Agreement - Contract for Eligible CHP Facilities With Net Output of Not Greater Than 5 MW

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:
☐ XXXX
☐ XXXX
☐ XXXX
☐ XXXX
☐ _____

REFERENCE:
_____
_____
_____
_____
_____

POWER PURCHASE AND SALE AGREEMENT

CONTRACT FOR ELIGIBLE CHP FACILITIES WITH NET OUTPUT OF NOT GREATER THAN 5 MW

PREAMBLE

This Power Purchase and Sale Agreement (this "Agreement") by and between [Buyer's name], a California corporation ("Buyer"), and [Seller's name], a [Seller's form of business entity and state of registration] ("Seller"), is dated as of [Date of execution] (the "Effective Date"). Buyer and Seller are sometimes referred to in this Agreement individually as a "Party" and jointly as the "Parties." Unless the context otherwise specifies or requires, initially capitalized terms used in this Agreement have the meanings set forth in Exhibit A. Exhibits A through G inclusive are hereby incorporated into and made a part of this Agreement.

RECITALS

A. On June 26, 2008, the CPUC opened Rulemaking 08-06-024 to implement Assembly Bill 1613 (codified in California Public Utilities Code Section 2840 et. seq.), which establishes the Waste Heat and Carbon Emissions Reductions Act (the "Act").

B. Buyer is required to offer this Agreement to Seller in order to fulfill its obligations under the Act and the Decisions issued in Rulemaking ("R.") 08-06-024 ("AB 1613 Decisions"), and Seller desires to accept such offer and enter into this Agreement.

The Parties, intending to be legally bound, agree as follows:

{Buyer Comment: If the Term is greater than or equal to five years and if the Generating Facility provides baseload generation, before executing this Agreement, Seller must provide to Buyer documentation evidencing its compliance with the Greenhouse Gas Emissions Performance Standard set forth in D.07-01-039 and in subsequent CPUC rulings implementing D.07-01-039, and with any subsequent CPUC-established precondition to the execution of this Agreement.}

ARTICLE ONE. SPECIAL CONDITIONS

1.01 Term. The term of this Agreement (the "Term") commences on [Date] (the "Term Start Date") and ends on [Date] (the "Term End Date"). The Term Start Date must be on the first day of a calendar month. If the Generating Facility is (a) a New Eligible CHP Facility, the Term Start Date must occur within 18 months of the Effective Date, or (b) an Existing Eligible CHP Facility, the Term Start Date must occur within 6 months of the Effective Date. Subject to the limitation set forth in the immediately preceding sentence, Seller may change the Term Start Date set forth in this Section 1.01 by providing Notice to Buyer at least three months before such Term Start Date. The Term must be no less than one year and no more than 10 years.

1.02 Generating Facility. The name of the Generating Facility is [Generating Facility name], which is [a New Eligible CHP Facility] [an Existing Eligible CHP Facility], and which is further described in Exhibit G.

Electric Sample Form 79-1124 Sheet 1

Eligible Low Income Development Virtual Net Energy Metering Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 Megawatt or Less

Please Refer to Attached Sample Form

Pacific Gas and Electric Company®

NEMVMASH

Eligible Low Income Development Virtual Net Energy Metering Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less

Please note that this agreement does not constitute an application for **rebate** and/or **incentive programs**. For more information on these programs and their specific applications, please contact PG&E by phone, or by email using the subject "solar energy" at smarter-energy@pge.com, 1-800-933-9555 (residential) or BusinessCustomerHelp@pge.com, 1-800-468-4743 (commercial/industrial).

For more information on the , Multifamily Affordable Solar Housing (MASH) or the New Solar Homes Partnership (NSHP) for affordable housing, please go to www.pge.com/csi where you will find information about the program, including the program handbook, reservation request forms with the program contract as well as a list of requirements, FAQ's and resources. For additional questions about the California Solar Initiative (CSI), MASH or the NSHP, contact PG&E at solar@pge.com.

A. Applicability and Purpose:

The purpose of this Agreement is to allow Owner to interconnect solar electric generation with PG&E's Distribution System, subject to the provisions of this Agreement and PG&E's rate schedule NEMVMASH. Owner has elected to interconnect and operate its solar electric Generation in parallel with PG&E's Distribution System, to offset part or all of the Owner's Eligible Low Income Development's own electrical requirements at the affiliated service points as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

B. Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E along with a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E's interconnection review of the proposed Generating Facility.

C. NEM Transition

Customers receiving service on the current NEMVMASH tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedules NEMVMASH at: https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDS_NEMVMASH.pdf and Rate Schedule NEM at: https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDS_NEM.pdf for more details.

Electric Sample Form No. 79-1124-02 Sheet 1

Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH)
Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation
Totaling 1 Megawatt or Less

Please Refer to Attached
Sample Form

ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

Please note that this agreement does not constitute an application for **rebate** and/or **incentive programs**. For more information on these programs and their specific applications, please contact PG&E by phone, or by email using the subject "solar energy" at smarter-energy@pge.com, 1-800-933-9555 (residential) or BusinessCustomerHelp@pge.com, 1-800-468-4743 (commercial/industrial).

For more information on the , Multifamily Affordable Solar Housing (MASH) or the New Solar Homes Partnership (NSHP) for affordable housing, please go to www.pge.com/csi where you will find information about the program, including the program handbook, reservation request forms with the program contract as well as a list of requirements, FAQ's and resources. For additional questions about the California Solar Initiative (CSI), MASH or the NSHP, contact PG&E at solar@pge.com.

Unique Project Name _____ (for PG&E's use only)

If you are applying for a CSI rebate, please check the appropriate box below and continue with this application.

☐ I am also applying for a MASH rebate, and understand that I will have to apply for MASH rebates separately.

☐ I am also applying for a NSHP rebate, and understand that I will have to apply for the NSHP rebates separately.

Part I – Identifying the Generating Facility's Location and Responsible Parties

A. Applicability and Purpose:

The purpose of this Agreement is to allow Owner to interconnect solar electric generation with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Schedule NEM2VMSH. Owner has elected to interconnect and operate its solar electric Generation in parallel with PG&E's Electric System, to offset part or all of the Owner's Eligible Low Income Development's own electrical requirements at the affiliated service points as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

B. Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E along with a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E's interconnection review of the proposed Generating Facility.

D. Owner's Information -

Eligible Low Income Development Project Name			
Owner-Applicant's Name			
Street Address			
City		State	ZIP
Mailing Address			
City		State	ZIP
Business Phone	Cell Phone	Fax	Email

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form 79-1125 Sheet 1
NEM / NEMV / NEMVMASH Inspection Report

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

NEM / NEMV / NEMVMASH Inspection Report[1]

Who needs to complete this Inspection Report?

A customer:

- who becomes a PG&E customer at a home, office or other facility having with an existing Renewable Electrical Generation Facility with plans to remain interconnected with PG&E on Rate Schedules NEM, NEMV or NEMVMASH
- who must complete a new net energy metering contract (for example, Form 79-978 *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, other than Facilities of 30 kW or Less)* with PG&E for the existing generating facility and
- whose electrical generating facility and meter have not been installed or inspected within the previous three years and
- who must arrange to have their generating facility inspected and the Contractor section of this report completed by a California licensed electrician who is not the owner or operator of the facility and meter.

electrician (Inspector) shall perform the inspection of the electrical portion of the Generating Facility and meter.

Instructions

1) The Customer shall compete all of Part I and complete Section A of Part II. The Customer information in Section A of Part II should match that in Part I.

2) The Customer should arrange to have the Inspector inspect their Generating Facility and compete the reminder of Part II of this form and sign it.

3) The customer shall then submit the fully completed Report to PG&E.

If this form is not submitted within 90 days of the Customer becoming the customer of record for this account, Customer agrees to disconnect their Generating Facility and inform PG&E it no longer will take service on schedule NEM, NEMV or NEMVMASH.

For the safety of the Customer and PG&E employees, under no circumstances shall the Generating Facility be operated while interconnected with PG&E if it does not pass the Operational Test in Part II, Section I.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

[1] Automated Document, Preliminary Statement, Part A

Electric Sample Form 79-1126 Sheet 1
Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects

Please Refer to Attached
Sample Form

OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

The undersigned customer ("**Customer**") will obtain and perform energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company (**"PG&E"**) shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall complete the Work as described in the Application.

2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "**Adjustment**"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.

3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of the Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by any Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including any Contractor) in the conduct or performance of the Work.

4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly

Electric Sample Form 79-1127
Agreement to Perform Tariff Scheduled Related Work,
Rule 20A General Conditions

Sheet 1

Please Refer to Attached
Sample Form

GENERAL CONDITIONS AGREEMENT TO PERFORM WORK PURSUANT TO PG&E ELECTRIC RULE 20A – REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

PG&E Contract: _____
Contact #: _____

PROJECT NAME: _____

LOCATION: _____, CALIFORNIA

City/County of _____ (Governmental Body) has requested, and PACIFIC GAS AND ELECTRIC COMPANY (PG&E) has agreed to perform the replacement of overhead with underground electric facilities pursuant to Section A of PG&E's Electric Rule 20 Tariff (Electric Rule 20A), subject to the following General Conditions Agreement.

Rule 20A Tariff:

PG&E will, at its expense, replace its existing overhead electric facilities with underground electric facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory to PG&E have been obtained by PG&E, consistent with Electric Rule 20A.

To ensure the success of this Electric Rule 20A project, Governmental Body and PG&E agree to the following terms. Any exceptions to these terms will require an advice filing with the California Public Utilities Commission (CPUC), with notice to the Governmental Body in accordance with General Order 96-B or any successor orders.

Responsibilities of the Governmental Body:

PG&E's Electric Rule 20A sets forth a program for replacing existing overhead electric facilities with underground electric facilities subject to certain requirements. In order to implement the Electric Rule 20A program as requested by the Governmental Body, the Governmental Body hereby agrees to:

1) Consult with PG&E to confirm the requirements of an Electric Rule 20A project and the location of the specific Electric Rule 20A project.
2) Hold public hearing(s) on the proposed Electric Rule 20A project in order to determine that the specific Electric Rule 20A project is in the general public interest.
3) Provide PG&E with a duly-adopted ordinance or resolution, as appropriate, creating an underground district in the area in which both the existing and new facilities are and will be located, requiring, among other things:
   a) That all existing overhead communication and electric distribution facilities in such district shall be removed;
   b) That each property served from such electric overhead facilities shall have installed in accordance with PG&E's rules for underground service, all electrical facility changes on the premises necessary to receive service from the underground facilities of PG&E as soon as it is available; and
   c) Authorizing PG&E to discontinue its overhead electric service upon completion of the underground distribution system.
4) Acknowledge that wheelchair access is in the public interest and will be considered as a basis for defining the boundaries of projects that otherwise meet the criteria set forth in PG&E's Electric Rule 20A, Subsection 1(a).
5) Provide PG&E with a project boundary map and available drawings showing all known Governmental Body-owned facilities and known road improvements.
6) Identify property owners/persons responsible for the properties identified by PG&E as requiring easements. Make initial contact with the property owners/responsible persons, mail PG&E prepared easement documents, and coordinate meetings for the purpose of assisting PG&E with acquisition of necessary easements.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. . The Privacy Policy is available at pge.com/privacy.

Sample Electric Form 79-1128 Sheet 1

Affidavit in Support of Customer Claim as Qualifying as a Small Business Customer
Under Government Code Section 14837*

Please Refer to Attached
Sample Form

AFFIDAVIT IN SUPPORT OF CUSTOMER CLAIM AS QUALIFYING AS A SMALL BUSINESS CUSTOMER UNDER GOVERNMENT CODE SECTION 14837*

I. Customer Declaration:

I, _____, state as follows:

1. I am authorized to make this declaration as the Customer ("Customer") or as an authorized representative of the Customer _____ and

2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.

3. Customer warrants that _____ qualifies as a "small business" customer, using the definition of "micro-business" as defined under California Government Code Section 14837. Section 14837 of the California Government code defines micro-business as "a small business which, together with affiliates, has average annual gross receipts of five million dollars ($5,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 25 or fewer employees." Subdivision (c) provides that "(c)"Manufacturer" means a business that meets both of the following requirements: (1) It is primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products [and] (2) It is classified between Codes 31 to 33, inclusive, of the North American Industry Classification System."*

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed this _____ day of _____, _____ at _____ , _____ [City, State]

Signature: _____
Customer or Authorized Representative of the Customer

Print Name: _____

Title: _____

II. Required Customer Information (Please Type or Print):

Name On Account: _____

Account Number(s) _____

Principal Service Address: _____

City, State, Zip: _____

III. PG&E Reply Information:

Please return the completed affidavit by United States Postal Service to:

Pacific Gas and Electric Company
Attention: Billing
PO Box 8329
Stockton, CA 95208

* See North American Industry Classification System Website, http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart_code=31&search=2007 NAICS Search

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM 79-1129 Sheet 1
SPECIAL CONTRACT FOR UNMETERED SERVICE

Please Refer to Attached
Sample Form

Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - Limited Pilot Program

This Agreement between _____ (the Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of a limited pilot program to evaluate, and provide billing adjustments to reflect actual energy used by streetlights that have been equipped with network controls that allow the lights to be dimmed under operating schedules established by the Customer.

WHEREAS, the streetlights in question are owned by the Customer and are currently served without electric meters and subject to the standard provisions of the Company's Electric Rate Schedule LS-2; and

WHEREAS, the technology available for use in remotely programmed network control systems for streetlights has advanced to the point where the systems are now capable of logging and reporting energy used by the streetlights; and

WHEREAS, the Customer and the Company agree that the current provisions of Electric Rate Schedule LS-2 do not provide sufficient flexibility to accommodate energy use adjustments for dimming schedules made possible by the use of remotely programmed network control systems; and

WHEREAS, the Company has determined that it would be impractical, and customer groups have confirmed that it would not be cost-effective, for customers to pay to install individual meters at each service delivery point for streetlights or streetlight circuits supporting controlled lights subject to this Agreement; and

WHEREAS, the Company agrees that the Customer has met the eligibility requirements to allow participation in this limited pilot program as identified in Attachment C, including the ability of the Customer's network control system to monitor, log and report energy consumption data for the controlled streetlights; and

WHEREAS, pursuant to the Company's electric Preliminary Statement Part A.6.a, the Customer and the Company agree that, in lieu of installing meters at each service delivery point, the Company shall provide unmetered electric service as provided herein.

NOW THEREFORE, in consideration of the terms and covenants contained herein, the Customer and the Company hereby agree as follows:

1. All controlled streetlights subject to this agreement will be grouped in a single Account and multiple Service Agreements for bill adjustment on an aggregated basis. The new Account will be created under Rate Schedule LS-2 (Customer Owned Street and Highway Lighting). Individual Service Agreements will be created for different lighting technologies and fixture wattages. The Service Agreements and Account will be assigned to a billing cycle according to Attachment A.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form 79-1130 Sheet 1
Request to Opt-out of / Opt-in to Compensation for Surplus Electricity

Please Refer to Attached
Sample Form

Request to Opt-out of / Opt-in to Compensation for Surplus Electricity*

Thank you for participating in the Net Energy Metering (NEM) program.
Because you generated more electricity than you used over your true-up period, you are eligible to receive payment for the surplus electricity.

Please select one of the options below. Fill out this form completely, sign it, and return it to the Pacific Gas and Electric Company using one of the methods listed at the bottom of this form.

Participation Options

☐ I choose not to participate in the NEM compensation program. I understand that I will not receive payment for any surplus electricity on my NEM True-up Statements. This election will remain in effect until I let PG&E know otherwise by resubmitting this form.

☐ I previously opted out of the NEM compensation program. Please re-enroll me in the program so that I can receive payment for the surplus electricity on my next NEM True-up Statement. This election will remain in effect until I let PG&E know otherwise by resubmitting this form at least 30 days in advance of my next true-up month.

My PG&E electric ten digit account ID is _____
(This can be found on the first page of your NEM Electric Statement)

Address (associated with the account ID above)

City, State, Zip

Phone Number

Signature of PG&E NEM customer
(whose name appears on the bill)

Print name of PG&E NEM customer **Date**

Mail to:
Pacific Gas And Electric Company
Attention: Billing / NSC Opt-out
Mail Code B12C
P.O. Box 770000
San Francisco, California 94177

Scan and Email to:
paymentopt-out@pge.com

Fax to:
415-973-5155

For Questions

Contact the Solar Customer Service Center at 1-877-743-4112.

*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

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

CDG-1011-1109

Automated Document, Preliminary Statement Part A Electric Sample Form Number 79-1130 Advice ~~4002-G/5349-E~~4350-G/6050-E Date Filed ~~August 2018~~February 2021

ELECTRIC SAMPLE FORM 79-1131 Sheet 1

NEMV APPLICATION AND INTERCONNECTION AGREEMENT FOR A SOLAR (PV) OR WIND GENERATING FACILITY OF 1 MW OR LESS

Please Refer to Attached Sample Form

Pacific Gas and Electric Company®

NEMV

Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less

Please note: This agreement does not constitute an application for rebate and/or incentive programs. For more information on these programs, please visit the program website at the links provided below.

- California Solar Initiative (CSI): www.pge.com/csi
- Self-Generation Incentive Program (SGIP): www.pge.com/sgip

of all eligible Benefitting Accounts (as defined in Schedule NEMV) of the past year but with a maximum total size of no larger than one MW or 1,000 kW (Renewable Electric Generation Facility) that is located at a Single Delivery Point[1] with other individually metered PG&E Benefitting Accounts the will be allocated the benefits of the Renewable Electric Generation Facility as described in NEMV, that meets all the applicability requirements in Schedule NEMV, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System.

The purpose of this Agreement is to allow the Owner to interconnect the Renewable Electric Generation Facility with PG&E's Distribution System, subject to the provisions of this Agreement and PG&E's rate schedule NEMV. Owner has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Distribution System, primarily to offset part or all of the NEMV Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service delivery point as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

Note: If this application is for a Renewable Electric Generation Facility with a generator type that is other than solar (PV) and wind covered in Schedule NEMV, please use Application Form 79-1142.

Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E along with a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E's interconnection review of the proposed Generating Facility.

B. NEM Transition

Customers receiving service on the current NEMV tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedules NEM and NEMV at https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDS_NEM.pdf and https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDS_NEMV.pdf for more details.

[1] Customer-owned line extensions that deliver power to other meters on the same property are not considered separate SDPs.

Electric Sample Form No. 79-1131-02 Sheet 1

NEM2V Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less

Please Refer to Attached Sample Form

Pacific Gas and Electric Company®

NEM2V

Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less

Project Identification Number _____ (for PG&E's use only)

Please note: This agreement does not constitute an application for rebate and/or incentive programs. For more information on these programs, please visit the program website at the links provided below.

- California Solar Initiative (CSI): www.pge.com/csi
- Self-Generation Incentive Program (SGIP): www.pge.com/sgip

requirements of all eligible Benefitting Accounts (as defined in Schedule NEM2V) of the past year (Renewable Electric Generation Facility) that is on a single Premises, as defined in Electric Rule 1 [1] with other individually metered PG&E Benefitting Accounts the will be allocated the benefits of the Renewable Electric Generation Facility as described in NEM2V, that meets all the applicability requirements in Schedule NEM2V, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Electric System.

The purpose of this Agreement is to allow the Owner to interconnect the Renewable Electric Generation Facility with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEM2V. Owner has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Electric System, primarily to offset part or all of the NEM2V Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service on a as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

Note: If this application is for a Renewable Electric Generation Facility with a generator type that is other than solar (PV) and wind covered in Schedule NEM2V, please use Application *"Rule 21 Generator Interconnection Application" (Form 79-1174-02*).

B. Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E to initiate PG&E's interconnection review of the proposed Generating Facility.

[1] From Electric Rule2, a PREMISES is defined as all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served..

Electric Sample Form No. 79-1136 Sheet 1

PG&E INTERCONNECTION AGREEMENT FOR AN EXISTING SMALL GENERATING FACILITY INTERCONNECTING TO THE DISTRIBUTION SYSTEM UNDER RULE 21

Please Refer to Attached Sample Form

PG&E

Interconnection Agreement

For an Existing Small Generating Facility

Interconnecting to the Distribution System

Under Rule 21

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).

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 NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY 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).

Electric Sample Form 79-1138 Sheet 1

Power Purchase and Sale Agreement - Contract for Eligible CHP Facilities With a Power Rating of Less Than 500 kW

Please Refer to Attached Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:
- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ _____

REFERENCE:
_____
_____
_____
_____
_____

POWER PURCHASE AND SALE AGREEMENT

CONTRACT FOR ELIGIBLE CHP FACILITIES WITH A POWER RATING OF LESS THAN 500 KW

PREAMBLE

This Power Purchase and Sale Agreement (this "Agreement") by and between [Buyer's name], a California corporation ("Buyer"), and [Seller's name], a [Seller's form of business entity and state of registration] ("Seller"), is dated as of [Date of execution] (the "Effective Date"). Buyer and Seller are sometimes referred to in this Agreement individually as a "Party" and jointly as the "Parties." Unless the context otherwise specifies or requires, initially capitalized terms used in this Agreement have the meanings set forth in Exhibit A. Exhibits A through G inclusive are hereby incorporated into and made a part of this Agreement.

RECITALS

A. On June 26, 2008, the CPUC opened Rulemaking 08-06-024 to implement Assembly Bill 1613 (codified in California Public Utilities Code Section 2840 et. seq.), which establishes the Waste Heat and Carbon Emissions Reductions Act (the "Act").

B. Buyer is required to offer this Agreement to Seller in order to fulfill its obligations under the Act and the Decisions issued in Rulemaking ("R.") 08-06-024 ("AB 1613 Decisions"), and Seller desires to accept such offer and enter into this Agreement.

The Parties, intending to be legally bound, agree as follows:

{Buyer Comment: If the Term is greater than or equal to five years and if the Generating Facility provides baseload generation, before executing this Agreement, Seller must provide to Buyer documentation evidencing its compliance with the Greenhouse Gas Emissions Performance Standard set forth in D.07-01-039 and in subsequent CPUC rulings implementing D.07-01-039, and with any subsequent CPUC-established precondition to the execution of this Agreement.}

ARTICLE ONE. SPECIAL CONDITIONS

1.01 Term. The term of this Agreement (the "Term") commences on [Date] (the "Term Start Date") and ends on [Date] (the "Term End Date"). The Term Start Date must be on the first day of a calendar month. If the Generating Facility is (a) a New Eligible CHP Facility, the Term Start Date must occur within 18 months of the Effective Date, or (b) an Existing Eligible CHP Facility, the Term Start Date must occur within 6 months of the Effective Date. Subject to the limitation set forth in the immediately preceding sentence, Seller may change the Term Start Date set forth in this Section 1.01 by providing Notice to Buyer at least three months before such Term Start Date. The Term must be no less than one year and no more than 10 years.

1.02 Generating Facility. The name of the Generating Facility is [Generating Facility name], which is [a New Eligible CHP Facility] [an Existing Eligible CHP Facility], and which is further described in Exhibit G. The Generating Facility is located at [Generating Facility address], which must be located within Buyer's service territory.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM 79-1141
AGREEMENT FOR SCHEDULE A-15
FIXED USAGE ESTIMATE

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE

DISTRIBUTION
- ☐ Customer (Copy)
- ☐ Division ES&S (Copy)
- ☐ Records Processing (Original)

REFERENCES
BD.#:_____
SA #: _____
_____

This Agreement between _____ (Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company on Schedule A-15F at the locations reported for equipment described in the attachments to this Agreement and billing data reported monthly or annually as required by this Agreement and subject to review by the Company for unmetered status.

WHEREAS, in the Company's opinion, it would be impractical, infeasible, or cost prohibitive to install direct current (DC) electric meters at the requested locations and for equipment installed subject to this Agreement; and

WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from manufacturer's specifications and operating characteristics of the Customer, or through the use of a temporary measuring device or DC monitor; and

WHEREAS, pursuant to the Company's electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service as provided herein.

NOW THEREFORE, in consideration of the terms and covenants contained herein, Customer and the Company hereby agree as follows:

1. Customer's equipment that is the subject of this Agreement, are identified in the data sheets set forth in Attachment A (Equipment). Each location will be considered a separate account and billed on the Company's regular monthly billing cycle for the applicable area. Each location will be evaluated for unmetered service separate from any other location. Billing of fixed usage will be done under the rate schedule indicated on Attachment A. Billing will be based on the methodology described in paragraph 3, below. This Agreement is for Equipment directly connected to the Company's distribution system, and is not available for equipment connected via a third party service, or third party equipment.

2. Each individual piece of Equipment shall constitute a separate unit for purposes of this Agreement. The method of determining the electric usage for each unit shall be as follows:

   a) Customer shall provide the Company all of the information necessary to complete Attachment A, including without limitation, the description of the equipment model, type, unit and load, prior to the installation of any Equipment. To facilitate completion of Attachment A, third party testing results or metered results are required where Customer has no manufacturer data. Information to verify the number and location of all Equipment at each service location shall be reported as described in Attachment A.

3. The monthly energy charge will be based on Equipment identified in Attachment A and the calculated kilowatt hours (kWh) applied to all locations for that equipment from the documented average consumption or rated input under paragraph 2a, above. The monthly charge shall also include all other charges under the General Services rate Schedule A-15, including the single customer charge per location, and single facility charge per location.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

* Automated Document, Preliminary Statement Part A

ELECTRIC SAMPLE FORM 79-1142 Sheet 1

NEMV INTERCONNECTION APPLICATION FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1 MEGAWATT OR LESS

Please Refer to Attached Sample Form

Pacific Gas and Electric Company®

NEMV

Interconnection Application for a Renewable Electrical Generation Facility of 1 Megawatt or Less

Project Identification Number _____ (for PG&E's use only)

Part I – Identifying the Generating Facility's Location and Responsible Parties

Please note: This Application does not constitute an application for rebate and/or incentive programs. For more information on these programs, please visit the program website at the links provided below.

- California Solar Initiative (CSI): www.pge.com/csi
- Self-Generation Incentive Program (SGIP): www.pge.com/sgip

other individually metered PG&E Benefitting Accounts the will be allocated the benefits of the Renewable Electric Generation Facility as described in NEMV, that meets all the applicability requirements in Schedule NEMV, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System.

The purpose of this Application is to allow the Owner to apply for the interconnect the Renewable Electric Generation Facility with PG&E's Distribution System, subject to the provisions of this Application and PG&E's rate schedule NEMV. Owner has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Distribution System, primarily to offset part or all of the NEMV Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service delivery point as listed in Appendix A. Owner shall comply at all times with this Application as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

Note: If this application is for a Renewable Electric Generation Facility with a generator type that is solar (PV) and/or wind, please use Application form 79-1131.

B. Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E along with a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E's interconnection review of the proposed Generating Facility.

C. NEM Transition

Customers receiving service on the current NEMV tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier, are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedules NEM and NEMV at https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDS_NEM.pdf and https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDS_NEMV.pdf for more details.

[1] Customer-owned line extensions that deliver power to other meters on the same property are not considered separate Service Delivery Points.

Electric Sample Form 79-1143
California State Government Customers
On-Bill Financing Loan Agreement

Please Refer to Attached
Sample Form

CALIFORNIA STATE GOVERNMENT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer ("**Customer**") has contracted for the provision of energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas & Electric Company (**"PG&E"**) shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("**Contractor**"), to provide the Work as described in the Application.

2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "**Adjustment**"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.

3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the State with financing. The Customer has independently hired contractors ("State Contractors") to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the State Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to State Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the State Contractors against PG&E.

4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the

Electric Sample Form 79-1145
Rule 21 Exporting Generator
Interconnection Request

Sheet 1

Please Refer to Attached
Sample Form

1. The undersigned Applicant submits this request to interconnect its Generating Facility with the Pacific Gas and Electric Company (PG&E or Distribution Provider) Distribution System pursuant to Rule 21 (check only one):
   - ☐ Detailed Study Process
   - ☐ Fast Track Process

2. This Interconnection Request is for (check only one):
   - ☐ A proposed new Generating Facility.
   - ☐ An increase in the generating capacity or a Material Modification of an existing Generating Facility.

3. Applicant provides the following information:

   a. Address (to the extent known) or location, including the county, of the proposed new Generating Facility site or, in the case of an existing Generating Facility, the name and specific location, including the county, of the existing Generating Facility;

      Project Name:

      Project Location:
      Street Address:
      City, State:
      County:
      Zip Code:
      GPS Coordinates:

   b. Maximum net megawatt electrical output (as defined by section 2.c. of Attachment A to this appendix) of the proposed new Generating Facility or the amount of net megawatt increase in the generating capacity of an existing Generating Facility;

      Maximum net megawatt electrical output (MW): _____ or
      Net Megawatt increase (MW): _____

Electric Sample Form No. 79-1148 Sheet 1
Direct Access Customer Replacement Declaration

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DIRECT ACCESS CUSTOMER REPLACEMENT DECLARATION

I, _____, state as follows:

1. I am an authorized representative of _____ ("Customer") and I am authorized to make this declaration.

2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.

3. Customer has entered into an agreement for electric power service (Agreement) with the following ESP, _____ .

4. Customer seeks to refurbish, reconstruct or remodel facilities at the Current Location, as noted below, and continue to serves these facilities under direct access at the Current Location. This replacement is in the normal course of business. "Current Location" means one existing customer site where the electric load of one customer service account is currently being served under direct access.

   Current Location Information (Service Accounts listed by PG&E Service Agreement Number):

   Name on Account: _____
   Current Service Agreement Number: _____
   New Service Agreement Number: _____
   Service Address: _____
   City, State, ZIP: _____
   Meter Number: _____

5. Customer understands that a DASR must be submitted within sixty (60) days of acceptance of this notice by PG&E, or establishment of electric service for the New Service Account, whichever occurs last, for this replacement to be valid.

6. Customer agrees to maintain, and make available to the California Public Utilities Commission (CPUC) upon request, all records associated with its electricity service and consumption at Current Location, including, but not limited to, the applicable meter and account numbers, and the associated direct access load.

7. Customer agrees, by signing this Declaration, to authorize PG&E to share this information with the ESP named in Condition 3 above.

8. I understand that this form 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.

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed this _____ day of _____ , _____ at _____ , _____ [City, State]

Signature: _____
Authorized Representative of New Customer

Title: _____

Date: _____

This document may be submitted by email, however PG&E reserves the right to request the original signature documents if needed.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Electric Sample Form 79-1149
Election to Withdraw from the
Capacity Bidding Program Form

Sheet 1

Please Refer to Attached
Sample Form

ELECTION TO WITHDRAW FROM THE CAPACITY BIDDING PROGRAM FORM

Instructions: Customers use this notice to officially withdraw from the Capacity Bidding Program (CBP). Send the completed notice to PG&E's Demand Response Program Department by U.S. mail, email, or fax, with a copy to Aggregator from whose Portfolio the Customer is to be withdrawn.

Fax to:
Pacific Gas and Electric Company
Demand Response Program Department
Attn: CBP Manager
FAX: 415.973.4177

Email:
CBPProgram@pge.com

Mail signed original to:
Pacific Gas and Electric Company
Demand Response Program Department
Attn: CBP Manager
P.O. Box 770000, Mail Code N3E
San Francisco, CA 94177

I, _____ ***{Insert Customer Name here}***, request to be removed from _____ ***{Insert Aggregator's Name}'s*** Portfolio in the Capacity Bidding Program (CBP) for Pacific Gas and Electric Company.

I acknowledge that _____ ***{Insert Customer Name here}*** may not join another Portfolio in any of PG&E's Aggregator programs, which includes the CBP and the Aggregator Managed Portfolio (AMP) program for the remainder of the DR Season, i.e., the calendar months of May through October.

I understand that this form 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.

Effective Date of Customer Withdrawal from CBP

Election of Customer to withdraw from Aggregator's Portfolio shall be effective and binding at the end of the then current calendar month in which PG&E received this form identifying the Service Agreement(s) to which the Customer withdrawal applies; provided PG&E receives this form at least fifteen (15) calendar days prior to the end of the then current month. If PG&E receives this form less than fifteen (15) calendar days prior to the end of the then current month, then Customer's withdrawal from Aggregator's Portfolio will be effective the following month.

Customer Name or Authorized Representative of Customer: _____

Title: _____

Signature: _____

Date: _____

	Customer Site Name	PG&E Service Agreement Number	Electric Meter Number	Service Address and City
1.				
2.				
3.				
4.				
5.				

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM 79-1150
RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT

Please Refer to Attached
Sample Form

RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT

[This contract has been approved by the California Public Utilities Commission in Decision 13-05-034. Modification of the terms and conditions of this contract will result in the need to obtain additional Commission approval of the contract.]

[The contract approved by Decision 13-05-034 includes terms and conditions that "may not be modified" pursuant to prior Commission decisions, including Decision 07-11-025, Decision 08-08-028 and Decision 10-03-021, as modified by Decision 11-01-025, and these terms and conditions are shown in shaded text.]

[Modifications to this contract pursuant to Decision 20-10-005 and Decision D.17-08-021 were filed on November 6, 2020 (Advice Letter ~~5994-E~~4350-G/6050-E).]

RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY AND
_____

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): ❑ 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) _____

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.**

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

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): ❑ 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 _____

Please complete this agreement in its entirety

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Automated Document, Preliminary Statement, Part A.

Electric Sample Form 79-1151B Sheet 1

APPLICATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Please Refer to Attached Sample Form

APPLICATION
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.
- For a non-exporting Generating Facility, RES-BCT facility, or NEM Generating technologies other than 30 kW or less solar or wind, Customers must submit the online Form 79-974 available at www.pge.com/gen.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

_____ Electric Service Agreement ID* _____ Meter Number*

Is there an electric vehicle charging on site at the above service address? ❑ Yes ❑ No

If yes, please indicate how many electric vehicles _____

B. Interconnection Application Type (check one)**:**

❑ New NEM Generating Facility interconnection at an existing PG&E service.

❑ Modify existing PG&E approved Generating Facility interconnection (adding/removing/replacing equipment).

- Must provide a Custom Single-Line Drawing (SLD) showing the original system and the modified system.

❑ New interconnection in combination with a new service.

- An Application for Service must be completed. Additional fees may be required if a service or line extension is required in accordance with PG&E Electric Rules 15 and 16. Please contact PG&E at 1-800-PGE-5000.
- If this account will be established in a new subdivision, attach a list of lots/addresses and provide the following:

_____ Developer Name _____ Development Name

C. System Owner (check one):

❑ PG&E Customer Owned

If PG&E Customer Owned, please answer the following:

Property Assessed Clean Energy (PACE) Financed? ❑ Yes ❑ No

Indicate the System Cost paid by Customer: $_____

PACE financed by which entity? _____

❑ Third Party Owned

If Third Party Owned, please answer the following:

Claimed Federal Investment Tax Credit (ITC) Cost Basis: $_____

Name of Developer at the time of sale: _____

Contract Type: ❑ PPA ❑ Lease ❑ Pre-Paid Lease ❑ Other _____

D. Rebate Information:

Did you participate in a California rebate program? ❑ Yes ❑ No

Please indicate the rebate program that you participated in: _____

Rebate Amount: $_____

Electric Sample Form No. 79-1151B-02 Sheet 1

Application - Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Please Refer to Attached Sample Form

APPLICATION
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.
- For a non-exporting Generating Facility, RES-BCT facility, or NEM2 Generating technologies other than 30 kW or less solar or wind, Customers must submit the online Form 79-1174-02 available at www.pge.com/gen.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

_____ Electric Service Agreement ID* _____ Meter Number*

B. Interconnection Application Type (check one)**:**

❑ New NEM2 Generating Facility interconnection at an existing PG&E service.

❑ Modify existing PG&E approved Generating Facility interconnection (adding/removing/replacing equipment).

- Must provide a Custom Single-Line Drawing (SLD) showing the original system and the modified system.

C. System Owner (check one):

❑ PG&E Customer Owned

If PG&E Customer Owned, please answer the following:

Property Assessed Clean Energy (PACE) Financed? ❒ Yes ❒ No

PACE financed by which entity? _____

Indicate the System Cost paid by Customer: $_____

❑ Third Party Owned

If Third Party Owned, please answer the following:

Claimed Federal Investment Tax Credit (ITC) Cost Basis: $_____

Name of Developer at the time of sale: _____

Contract Type: ❑ PPA ❑ Lease ❑ Pre-Paid Lease ❑ Other _____

D. Rebate Information:

Did the Customer participate in a California rebate program? ❑ Yes ❑ No

Please indicate the rebate program that you participated in: _____

Rebate Amount: $_____

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM 79-1152 Sheet 1
CUSTOMER INFORMATION SERVICE REQUEST FOR DRP (CISR-DRP)

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

CUSTOMER INFORMATION SERVICE REQUEST FOR DRP (CISR-DRP)

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ FIRST
THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY

Pacific Gas and Electric Company's (PG&E's) Electric Rule 27 and its corresponding privacy policies, which can be found at www.pge.com/about/company/privacy/customer, generally do not allow for the disclosure of customers' personal information, such as your name, address, phone number, or electric or gas account and billing information, to third parties unless you expressly authorize us to do so. This form allows you to exercise your right to disclose your personal electricity-related information to up to two third-party Demand Response Providers (DRPs), pursuant to PG&E's Electric Rule 24 (Rule 24), so that you may obtain Demand Response services offered by DRP(s). Rule 24 can be accessed at https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_RULES_24.pdf. This form may be used for authorization to release Bundled, Community Choice Aggregation (CCA), and Direct Access (DA) customer's information. In some cases two different DRPs may work in concert to help a customer obtain Rule 24 Demand Response services. Accordingly, this form allows for disclosure of your information to both a First DRP and an optional Second DRP. Alternatively, each DRP may submit its own CISR-DRP forms with your consent to receive personal information about you. Once you authorize access by the DRP(s) to your personal information, you are responsible for ensuring that the DRP(s) safeguards this information from further disclosure without your consent. Authorization for PG&E to release your information under Rule 24 is separate from commitments you may have or may make with the DRP(s) for their services.

This form grants the First DRP the ability to request that PG&E make limited changes to the PG&E electric meter(s) serving your Service Agreement(s), as specified in Section C below.

I, (Customer),

Customer Name According To PG&E Records					
Contact Name *(if different from above)*	First		Last		
E-Mail				Phone	

(You are required to provide at least your e-mail or phone number.)

do hereby ☐ AUTHORIZE ☐ REVOKE (*check only one*) the following DRP(s):

Name of First DRP		PG&E Rule 24 ID	
E-Mail		Phone	

(Complete the following table only if the customer is authorizing data to be released to one additional DRP)

Name of Second DRP		PG&E Rule 24 ID	
E-Mail		Phone	

Access to the following electric Service Agreements:

STREET ADDRESS	SERVICE CITY	SERVICE AGREEMENT ID

(You can include an additional 15 service agreements by attaching a list to this form.)

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM 79-1153 Sheet 1
NEM LOAD AGGREGATION APPENDIX

Please Refer to Attached
Sample Form

NEM LOAD AGGREGATION APPENDIX

(If Applicable)

List of Qualifying Accounts Eligible for Load Aggregation under Special Condition 7 of Schedule NEM and Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1153-02 Sheet 1
NEM2A Load Aggregation Appendix

Please Refer to Attached
Sample Form

NEM2A LOAD AGGREGATION APPENDIX

(If Applicable)

List of Qualifying Accounts Eligible for Load Aggregation under Special Condition 6 of Schedule NEM2 and Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM 79-1154
AGREEMENT FOR ECONOMIC DEVELOPMENT
INCENTIVE ON ELECTRIC SERVICE

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

AGREEMENT FOR ECONOMIC DEVELOPMENT RATE ON ELECTRIC SERVICE

DISTRIBUTION

- ☐ Customer (Original)
- ☐ Area
- ☐ Service Analysis (Original)
- ☐ Customer Billing
- ☐ _____

REFERENCES

SA #: _____

Premises #: _____

Control #: _____

_____

_____

_____

This agreement is made between _____ _____ a(n)_____ ("Applicant"), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and if applicable, shall be made part of PG&E's Electric Service Agreement, General Service - Time Metered.

RECITALS: The Economic Development Rate (Schedule EDR) was established and is made available to qualified customers in PG&E's service territory, subject to approval by PG&E and the California Governor's Office of Business Investment Services (GO-Biz). Schedule EDR is a five-year rate reduction.

AGREEMENT: Applicant and PG&E agree to the following terms and conditions:

1. QUALIFICATION CRITERIA.
   (*Please mark the appropriate space below)*

a. _____ **Above 150 kW of demand**: Applicant is or will be a customer, eligible for and receiving service under Schedule A-10, E-19, E-20, B-10, B-19 or B-20 or its successor rate schedule. A customer with multiple service accounts within a single aggregation envelope, as defined in PG&E's Schedule EDR, may aggregate load from their Schedule A-1, A-6, A-10, B-1, B-6 and B-10 service accounts for purposes of meeting the minimum 150 kilowatts (kW) threshold required for eligibility under Schedule EDR, subject to the conditions in Schedule EDR. This customer must be a relocatable type of business; retail stores, hospitality services, schools, or government buildings are examples of customers types that cannot practicably relocate out-of-state. Customers receiving Direct Access service or service from a Community Choice Aggregator may also qualify for Schedule EDR.

The electric load subject to this agreement is a maximum billing demand of at least 150 kW of net new load to the state of California or of net retained load in the state of California, which is regularly supplied by PG&E. The minimum 150 kW of net new or retained load must be maintained for at least three consecutive months during the initial 12 months of this agreement. Only new or retained load that will be regularly served by PG&E will be eligible for this rate reduction.

b. _____ **150 kW of demand and below**: Applicant is or will be a Small Business Customer as defined herein, eligible for and receiving service under Schedule A-1, A-6, B-1 or B-6 or its successor rate schedule, with less than 150 kW of load. All other conditions of Schedule EDR apply. This customer must be a relocatable type of business; retail stores, hospitality services, schools, or government buildings are examples of customers types that cannot practicably relocate out-of-state. Customers receiving Direct Access service or service from a Community Choice Aggregator may also qualify for Schedule EDR. Only new or retained load

ELECTRIC SAMPLE FORM 79-1155 Sheet 1
SCHEDULES NEM, NEMV, NEMVMASH, NET SURPLUS ELECTRICITY (NSE)
RENEWABLE ENERGY CREDITS COMPENSATION

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

Schedules NEM, NEMV, NEMVMASH

Net Surplus Electricity (NSE) Renewable Energy Credits (RECs) Compensation Form*

Customer or Entity Authorized to Aggregate RECs on the Customer's behalf:

To request Renewable Energy Credit (REC) compensation for Net Surplus Electricity (NSE)[1] produced by the customer's renewable energy generating facility, please complete the following sections:

Section 1 – Customer Information

Please provide the following information for the account associated with the generating facility for which RECs are being transferred to PG&E:

Customer	**Last Name or Company Name**		**First Name**
Address	**Number, Street and Unit**		
	City	**State**	**Zip Code**
Phone	**Area Code**		**Number**
Email Address			
Account Information	**Account ID**		**Service ID**
Meter Number (Badge)			

Section 2 – Aggregator Information (if applicable)

If the customer's RECs (WREGIS Certificates) corresponding to the NSE are provided by an aggregator authorized by the customer, please provide the following:

Aggregator Name (As recorded in WREGIS)	
Aggregator's WREGIS ID (Generating Unit Aggregator Account Holder ID)	
Phone	
Email Address	

* This form 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.

[1] Net Surplus Electricity (NSE) as defined in the NEM, NEMV or NEMVMASH Rate Schedule under which the customer takes service.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1155-02 Sheet 1
Schedules NEM2, NEM2V, NEM2VMSH, Net Surplus Electricity (NSE)
Renewable Energy Credits Compensation

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

Schedules NEM2, NEM2V, NEM2VMSH

Net Surplus Electricity (NSE) Renewable Energy Credits (RECs) Compensation Form*

Customer or Entity Authorized to Aggregate RECs on the Customer's behalf:

To request Renewable Energy Credit (REC) compensation for Net Surplus Electricity (NSE)[1] produced by the customer's renewable energy generating facility, please complete the following sections:

Section 1 – Customer Information

Please provide the following information for the account associated with the generating facility for which RECs are being transferred to PG&E:

Customer	**Last Name or Company Name**		**First Name**
Address	**Number, Street and Unit**		
	City	**State**	**Zip Code**
Phone	**Area Code**		**Number**
Email Address			
Account Information	**Account ID**		**Service ID**
Meter Number (Badge)			

Section 2 – Aggregator Information (if applicable)

If the customer's RECs (WREGIS Certificates) corresponding to the NSE are provided by an aggregator authorized by the customer, please provide the following:

Aggregator Name (As recorded in WREGIS)	
Aggregator's WREGIS ID (Generating Unit Aggregator Account Holder ID)	
Phone	
Email Address	

* This form 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.

[1] Net Surplus Electricity (NSE) as defined in the NEM2, NEM2V or NEM2VMSH Rate Schedule under which the customer takes service.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM 79-1156 Sheet 1

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

Please Refer to Attached
Sample Form

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

You have applied for, or have received, a loan to finance energy efficiency improvements to your residence under the Energy Efficiency Financing Program's Residential Energy Efficiency Loan Assistance Program (REEL), approved by the California Public Utilities Commission (CPUC). The loan is being made by the financial institution described below. By signing this agreement, you give your consent to allow PG&E to include monthly loan repayment charges in your monthly utility bill, pursuant to PG&E's Energy Financing Line Item Charge (EFLIC) Gas and Electric Rate Schedules, and you agree to pay those charges, on the terms described below.

Please note that this Authorization contains summary information about the EFLIC Pilot. Before you sign this document, you should first review the more detailed program rules regarding the EFLIC Pilot, developed by the California Hub for Energy Efficiency Financing (CHEEF),[1] and the Gas or Electric Schedule EFLIC, as approved by the CPUC.[2]
In this document:
"**California Hub for Energy Efficiency Financing (CHEEF)**" means a central enabling entity through which energy users, financial institutions, energy efficiency providers and Participating Utilities can participate in a pilot to help finance the installation of Eligible Energy Efficiency Measures. The CHEEF may act through agents or third-party service providers. The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), or a successor as approved by the CPUC.
"**Lender**" means the financial institution shown as the Lender in the Account Information section below.
"**Loan Charges**" means any and all principal, interest and other charges and fees payable by you in connection with your loan, as determined by Lender, including fees or late or deficient payments.
"**Service Address(es)**" means the property or properties serviced by PG&E as shown in the Account Information section below. determined by Lender, including fees for late or deficient payments.
"**Work**" means the installation of eligible measures at your Service Address.
"**You**" means you, the customer(s) signing this authorization.

1. **Authorization to Bill Loan Charges.** You authorize PG&E to include Loan Charges in your PG&E utility bills for the Service Address(es) until further notice. The Lender will determine the amount of the Loan Charge that is to be included in each bill, and PG&E will include that amount in your utility bill. PG&E does not verify the Loan Charges and other information provided by the Lender. The Loan Charges may increase or decrease from month to month based on the terms of the loan, the inclusion of late charges and interest, in accordance with the loan terms, and variations in the periods of time covered by each PG&E billing cycle.

2. **Payment.** You agree to pay the Loan Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan Charge payments to the Lender. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment of Loan Charges to the Lender unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan Charges.

3. **Partial Payments.** Partial payment applies to the components of the bill in accordance with existing Rules. Payments will be applied to past due Loan Charges prior to any current charges. If you make a partial payment on your utility bill, the partial payment will be applied to the following components of the utility bill in the order listed: (a) Utility charges, which include utility service and credit establishment charges; (b) Energy-related charges, which include charges based on energy consumption and tariff schedules; (c) Other applicable products and services charges, which include all other services billed by PG&E such as Loan Charges.

   If you do not pay the Loan Charges in full, PG&E may elect to stop billing you for Loan Charges in which case the Lender will be responsible for collecting any unpaid Loan Charges and future loan payments from you. The Lender will notify you if PG&E ceases to include Loan Charges in your utility bill. Please note that if PG&E stops billing you for Loan Charges before the Loan is paid in full, you are still responsible for making loan payments directly to the Lender. Late payments may be subject to reporting to credit agencies by the Lender.

[1] Program information can be accessed on CAEATFA's website at http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp.
[2] PG&E Rate Schedules can be accessed on PG&E's website at http://www.pge.com/nots/rates/tariffs/.

ELECTRIC SAMPLE FORM 79-1157 Sheet 1

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

Please Refer to Attached
Sample Form

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

You have applied for, or have been given, a lease or loan to finance improvements to your building under the On-Bill Repayment (OBR) Pilots, approved by the California Public Utilities Commission (CPUC). The loan or lease is being made by the financial institution described below. By signing this Authorization, you consent to allow PG&E to include monthly loan or lease repayment charges in your monthly utility bill, pursuant to PG&E's Gas and Electric Schedule OBR, and you agree to pay those charges, on the terms described below.

Please note that this Authorization contains summary information about the OBR Pilots. Before you sign this document, you should first review the more detailed program rules regarding the OBR Pilots, developed by the California Hub for Energy Efficiency Financing (CHEEF)[1], and the Gas or Electric Schedule OBR, as approved by the CPUC.[2]

In this document:
"California Hub for Energy Efficiency Financing (CHEEF)" means a central enabling entity through which energy users, financial institutions, energy efficiency providers, and utilities can participate in a pilot to help finance the installation of eligible energy efficiency measures. The CHEEF may act through agents and third-party service providers. The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), or a successor as approved by the CPUC.
"**Loan or Lease Charges**" means any and all principal, interest and other charges and fees payable by you in connection with your loan or lease, as determined by your Financial Institution, including fees for late or deficient payments.
"Financial Institution" means the lender or lessor shown in the Account Information section below.
"**Service Address(es)**" means the property or properties serviced by PG&E as shown in the Account Information section below.
"**You**" means you, the customer(s) signing this authorization.
"**Work**" means the installation of eligible measures at your Service Address.

1. **Authorization to Bill Loan Charges.** You authorize PG&E to include Loan or Lease Charges in your PG&E bills for the Service Address(es) until further notice. The Financial Institution will determine the amount of the Loan or Lease Charge that is to be included in each bill, and PG&E will include that amount in your utility bill. PG&E does not verify the Loan or Lease Charges and other information provided by the Financial Institution. The Loan or Lease Charges may increase or decrease from month to month based on the terms of the loan or lease, the inclusion of late charges and interest, in accordance with the loan or lease terms, and variations in the periods of time covered by each PG&E billing cycle.

2. **Payment.** You agree to pay the Loan or Lease Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan or Lease Charge payments to the Financial Institution. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment to the Financial Institution unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan or Lease Charges.

3. **Partial Payments.** If you pay less than the total amount of your utility bill (including Loan or Lease Charges), the amount you pay will be allocated to disconnectable charges, including OBR Charges[3] and utility and other non-OBR charges, consistent with existing Tariffs. Non-payment of OBR charges will subject your account to service disconnection; payments will be applied to past due OBR Charges prior to any current charges.

   A Customer's failure to pay any of the components (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Gas and Electric Rule 11.

   Please note that, if PG&E stops billing you for Loan or Lease Charges before the Loan or Lease is paid in full, you are still responsible for making loan or lease payments directly to the Financial Institution. Late payments may be subject to reporting to credit agencies by the Financial Institution.

[1] Program information can be accessed on CAEATFA's website at http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp.
[2] PG&E Rate Schedules can be accessed on PG&E's website at http://www.pge.com/nots/rates/tariffs/.
[3] OBR is not a disconnectable charge for participants of the multi-family pilot.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM 79-1158 Sheet 1

ELECTRIC VEHICLE SUBMETERING METER DATA MANAGEMENT AGENT (MDMA) REGISTRATION AGREEMENT

Please Refer to Attached Sample Form

EV Submeter Pilot Phase 1

Submeter MDMA Registration Agreement

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM 79-1159 Sheet 1
ELECTRIC VEHICLE SUBMETERING PILOT (PHASE 1)
CUSTOMER ENROLLMENT AGREEMENT

Please Refer to Attached
Sample Form

I. Customer Enrollment Agreement - Electric Vehicle Submetering Pilot (Phase 1)

TERMS AND CONDITIONS

This Participation Agreement ("Agreement"), effective upon the date a Customer Enrollment Agreement is submitted, is entered into between Pacific Gas and Electric Company ("PG&E"), a California corporation, with principal offices located at 77 Beale St, San Francisco CA 94105, and customers that receive electric service from PG&E (hereafter, "Participant," "Customer," or "you"). PG&E and Participant are referred to jointly as "Parties."

A. PURPOSE AND OVERVIEW OF THE PHASE 1 PILOT

PG&E is conducting a temporary Plug-in Electric Vehicle (EV) Submeter Pilot. To participate in Phase 1 of the Pilot, Customers must read and agree to the terms and conditions of this Agreement and be eligible for an applicable separately-metered EV Rate. The customer enrollment process is described in the Customer Enrollment Agreement.

The applicable EV Rates require a separate meter to measure only the energy used to charge electric vehicles, which will be charged at a different rate than the rest of your residence or business. For this Pilot, the separate meter must be a submeter owned by the Customer or by a third party. This Pilot is available to eligible customers within all of PG&E's service districts and limited to 500 submeters on a first-come, first-served basis. Customers on a Net Energy Metering (NEM) rate are eligible but will be limited to 20% of the participation cap.

As a Participant in this Pilot, you agree to install an eligible Customer- or third party-owned submeter that meets the California Public Utilities Commission (CPUC)--approved Standards for Metering Products (accuracy and intervals) for the exclusive use of tracking the energy used to charge your electric vehicle to be billed on the applicable submeter Rate. Your Submeter Meter Data Management Agent (Submeter MDMA) will be required to collect and transmit your submeter usage data to PG&E as scheduled in the required format in compliance with the Submeter MDMA Performance Requirements (copy available upon request). You will retain sole responsibility for paying the entire monthly bill including EV and other charges regardless of any agreement between you and your Submeter MDMA.

This Pilot will begin on September 1, 2014. Any Customer enrolled in the Pilot will be eligible to participate for no more than 12 consecutive billing cycles; however the Customer may terminate participation in the pilot at any time. When Pilot participation ends, the submeter Rate will be terminated for the submetered account. Thereafter, any future electric vehicle charging will be billed at the Customer's otherwise applicable tariff rate for the primary meter. Customers are encouraged to contact PG&E to discuss available electric vehicle rates.

In addition, you agree to provide an independent evaluator paid by the Investor Owned Utilities (IOUs) with feedback on your experiences with Pilot participation, including enrollment, equipment installation, and billing. In accordance with the CPUC's instruction, this survey will not be burdensome. Additionally, you may be required to provide access to your home or facility for the evaluator to perform tests on your submeter. Such submeter testing is only required of five percent of participating customers. If your submeter is selected for testing, tests will be arranged at a convenient time, and your MDMA may be present. No adjustments to your primary or submetered accounts billed over the course of your participation in the Pilot will be made regardless of whether the submeter is found to violate CPUC meter accuracy standards.

ELECTRIC SAMPLE FORM 79-1160
DEMAND RESPONSE PROVIDER (DRP)
SERVICE AGREEMENT

Please Refer to Attached
Sample Form

DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT

This Demand Response Provider ("DRP") Service Agreement ("Agreement") is made and entered into as of this ___day of_____, by and between "_____" ("DRP"), a _____ organized and existing under the laws of the state of _____, and the Utility, "Pacific Gas and Electric Company" ("PG&E"), wherein PG&E is a corporation organized and existing under the laws of the state of California. From time to time, DRP and PG&E shall be individually referred to herein as a "Party" and collectively as the "Parties."

1. General Description of Agreement

1.1. This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference, and the Parties are also bound by the requirements of Electric Rule 24, which this Agreement is intended, in part, to effectuate. This Agreement and Electric Rule 24 shall govern the business relationship between the Parties hereto by which DRP shall offer Demand Response Provider Demand Response Service (DRP DR Service) in the California Independent System Operator's (CAISO's) wholesale electricity markets through transactions with bundled service customers in PG&E's service territory. Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers, consistent with Rule 24, Section C. Except where explicitly defined herein, the definitions controlling this Agreement are contained in PG&E's Rule 1, Definitions, and/or Rule 24, Direct Participation Demand Response.

1.2. The form of this Agreement has been developed as part of the California Public Utility Commission's (CPUC's or Commission's) regulatory process, was intended to conform to CPUC directives, was filed with and approved by the CPUC for use between PG&E and a DRP participating in the wholesale market with the PG&E's bundled service customers, and may not be waived, altered, amended or modified, except as provided a) herein or in Rule 24 or b) as may otherwise be authorized by the CPUC. Each party shall be responsible for keeping up-to-date on Commission-authorized changes.

2. Representations

2.1. Each Party agrees to remain in compliance with the terms of this Agreement, Rule 24, as amended from time to time upon CPUC approval, and other applicable Commission rules and requirements regarding use of the PG&E's bundled load to provide demand response in the wholesale electricity market.

2.2. Each person executing this Agreement for the respective Parties expressly represents and warrants he or she has authority to bind the entity on whose behalf this Agreement is executed.

2.3. Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

2.4. Each Party shall (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM 79-1162
RULE 21 DETAILED STUDY AGREEMENT

Sheet 1

Please Refer to Attached
Sample Form

RULE 21 DETAILED STUDY AGREEMENT

THIS DETAILED STUDY AGREEMENT ("AGREEMENT") is made and entered into this __ day of _____, 20___ by and between_____, a organized and existing under the laws of the State of _____, ("Applicant,") and Pacific Gas and Electric Company, a corporation, existing under the laws of the State of California, ("Distribution Provider "). Applicant and Distribution Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Distribution Provider, as a public utility in the State of California subject to the jurisdiction of the California Public Utilities Commission ("Commission"), provides non-discriminatory access to generating facilities wishing to interconnect to its Distribution System or Transmission System under the provisions of Rule 21 of its Tariffs; and

WHEREAS, Applicant is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Applicant dated _____ ; and

WHEREAS, Applicant desires to interconnect the Generating Facility with the Distribution System or Transmission System pursuant to the ☐ Independent Study Process, or ☐ Distribution Group Study Process [check one]; and

WHEREAS, the Applicant has requested Distribution Provider to perform Interconnection Studies to assess the system impact of interconnecting the Generating Facility to the Distribution System, Transmission System and any Affected Systems and to specify and estimate the cost of the equipment, engineering, procurement and construction work needed on the Distribution Provider's electric system to physically and electrically connect the Generating Facility to the Distribution Provider's Distribution System or Transmission System in accordance with Good Utility Practice;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Distribution Provider's Rule 21.

2.0 Applicant elects and Distribution Provider shall cause to be performed Interconnection Studies consistent with Section F.3.b of Rule 21 for Interconnection Requests evaluated under the Independent Study Process or Section F.3.c of Rule 21 for Interconnection Requests evaluated under the Distribution Group Study Process.

3.0 The scope of the Interconnection Studies shall be subject to the assumptions set forth in Attachments A and, if applicable, Attachment B to this Agreement.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM 79-1164 Sheet 1
MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Please Refer to Attached
Sample Form

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Date of Issuance: _____

In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.)20-04-004, and subject to the requirements of the Mobilehome Park Utility Conversion Program Rule (MHP Rule[1]), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Utility Conversion Program (MHP Program) to replace existing privately owned master-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service to each individual MHP space within the MHP.

MHP Owners/Operators who are receiving this Application previously submitted the CPUC Form of Intent during the open application period. After reviewing the information you submitted, the CPUC's Safety and Enforcement Division (SED) and/or the California Department of Housing and Community Development (HCD) or its local agency designee has pre-selected your MHP to participate in the MHP Program.

The MHP Owner/Operator must designate below each Utility[2] that currently provides electric and/or natural gas service to the master-meter of the MHP. The designated Utilities will be responsible for the conversion of the existing privately-owned master-meter system to direct Utility service, upon acceptance of the MHP into the MHP Program. Under the MHP Program, each Utility will only provide service conversion for the commodity (electricity and/or natural gas) that the Utility currently provides to the MHP. After the completion of the service conversion, the Utility will provide direct service to each individual HCD permitted Mobilehome (MH) space. and the eligible MHP common areas based on approval by the Commission's Safety and Enforcement Division (SED). Upon request, the Utility may provide to the MHP a new electric or gas utility service that is not currently being supplied by the Utility, provided that; 1) the Utility offers the requested electric or natural gas service in that territory; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be governed by the existing Distribution and Service Extension Rules in the Utility's Tariff and would not be included in the MHP Program.

Electric Service	Natural Gas Service	
☐	N/A	***Bear Valley Electric Service***
☐	N/A	***Liberty Utilities*** (CalPeco Electric)
☐	☐	***Pacific Gas and Electric Company***
☐	N/A	***Pacific Power,*** *a Division of PacifiCorp*
☐	☐	***San Diego Gas & Electric Company***
☐	N/A	***Southern California Edison Company***
N/A	☐	***Southern California Gas Company***
N/A	☐	***Southwest Gas Corporation***

MHP Rule by Utility

Bear Valley Electric Service – Rule 23	San Diego Gas and Electric – Rule 44
Liberty Utilities – Rule 23	Southern California Edison – Rule 27
Pacific Gas and Electric – Rule 28	Southern California Gas – Rule 44
Pacific Power – Rule 26	Southwest Gas – Rule 23

[2] Although the singular term "Utility" is used throughout this Application, each of the Utilities designated on this page is considered a party to this Application. The designated Utilities will be coordinating throughout the application and conversion processes. However, it is the sole responsibility of the MHP Owner/Operator to ensure that the information and documentation required by this Application is provided to *each* of the designated Utilities within the specified timeframes.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

ELECTRIC SAMPLE FORM 79-1165 Sheet 1
MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT

Please Refer to Attached
Sample Form

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT

This Mobilehome Park Utility Conversion Program Agreement ("Agreement") is made and entered into by and between _____ ("MHP Owner/Operator"), a _____ organized and existing under the laws of the state of _____, and the Utility, "Pacific Gas and Electric Company" ("PG&E" or "Utility"), a corporation organized and existing under the laws of the state of California. MHP Owner/Operator and PG&E may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, PG&E offers a ten-year program under the direction of the California Public Utilities Commission ("CPUC" or "Commission") pursuant to Decision 20-04-004 whereby master-metered Mobilehome Parks ("MHP") may elect to convert to direct utility service, with eligible costs for "To-the-Meter" and "Beyond-the-Meter" work to be borne by PG&E (MHP Program).

WHEREAS, MHP Owner/Operator desires to convert the master-metered system(s) in its MHP to direct service from PG&E under the MHP Program.

In accordance with the foregoing premises, the Parties agree as follows:

1. General Description of Agreement

1.1. This Agreement is a legally binding contract. The Parties agree to be bound by the terms and conditions set forth herein, incorporated herein by reference, and the requirements of Electric and Gas Rule 28 ("MHP Rules"). This Agreement and the MHP Rules shall govern the conversion of the entire private owned and operated electric and/or natural gas distribution system servicing the MHP to direct PG&E electric and/or gas distribution and service, including all HCD permitted Mobilehome Spaces (MH-Space), eli

~~1.1.~~ gible common areas, permanent buildings, and/or structures that currently have utility service.

Utility service to be converted to direct PG&E service (check one)
☐ Electric Only ☐ Gas Only ☐ Electric & Gas

If the gas or electric service at the MHP is provided by a different Utility, please provide the name of the Utility who provides the other service.

☐ Electric ☐ Gas Name of Utility: _____

1.2. Prior to signing this Agreement, the MHP Owner/Operator would have already submitted the California Public Utilities Commission (CPUC or Commission's) "Form of Intent" and the MHP Application (Form 79-1164), and continue to be bound by the terms set forth in those documents.

Electric Sample Form No. 79-1166 Sheet 1
Non-Disclosure Agreement

Please Refer to Attached
Sample Form

NON-DISCLOSURE AGREEMENT
FORM 79-1166

THIS AGREEMENT is by and between _____ ("Recipient"), and _____ ("Pacific Gas and Electric Company" or "PG&E") on _____ ("Effective Date") and, if applicable, terminating on _____. This Agreement is entered into pursuant to California Public Utilities Commission Decision 14-05-016 (the "Commission Order") requiring that PG&E disclose certain information as specified in the Commission Order.

Subject to the Commission Order and this Agreement, Recipient and PG&E agree as follows:

1. This Agreement is limited to information and data as identified in Exhibit A to this Agreement, which is in the possession or control of the PG&E and for which this Commission Order requires an NDA prior to disclosure to a requesting party (hereinafter "Data"). This Agreement applies to such Data, whether conveyed orally or in written, electronic or other form of media, and whether or not marked as "proprietary," "confidential," or "trade secret." This includes customer-specific billing, credit, or usage information, electricity and/or gas usage information, which has not been publicly disclosed or within the public domain.

2. Protection of Data. In consideration of having access to such Data, and for the purpose specified below in Attachment B, the Recipient shall hold the Data in strict confidence, and not disclose it, or otherwise make it available to any person, entity or third party without the prior written consent of the PG&E. The Recipient agrees that all such Data:

a. Shall be used only for the purpose(s) as identified by Recipient and described below in Attachment B; and for no other secondary purpose; and

b. Shall be used in compliance with all applicable privacy and information security laws and regulations, including, without limitation, California Public Utilities Code Sections 394, 454.5(g) and 8380, California Civil Code Sections 654-655, 1798 et seq., and 3426-3426.11.

c. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically agreed to by Recipient and PG&E, and in conformance with the purpose(s) as identified in Attachment B; and

d. Shall, together with any copies, reproductions, documents or other records thereof, in any form created by the Recipient that contain Data be either (1) returned to PG&E upon completion of services or work product or (2) destroyed, with signed verification, by Recipient upon completion of services or work product described in Attachment B; and

e. Shall not be used to attempt to re-identify individual customers by combining or comparing the Data with other data either already available to the Recipient or other publicly available sources of information.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1167 Sheet 1
Local Governments Terms of Service Acceptance Agreement

Please Refer to Attached
Sample Form

LOCAL GOVERNMENTS TERMS OF SERVICE ACCEPTANCE AGREEMENT

FORM 79-1167

As set forth in Ordering Paragraph 5 and Section 8 of California Public Utilities Decision (D.) 14-05-016, eligible local governments requesting aggregated and anonymous energy usage data pursuant to the Decision must expressly agree to the following terms of service prior to receiving any such data.

a. The local government agrees to use the data for the purposes stated in the request.

b. The local government agrees to not release the data to another third party or publicly disclose the data.

c. Prior to the release of any data to a requesting local government PG&E must inform the Executive Director of the Commission via a formal letter four weeks in advance of the proposed transfer. The letter shall contain the following information:

   1. The purpose identified by the local government requesting data.

      i. A description of the data requested and to be released.

d. The local government agrees to immediately notify the Commission and the utility in writing of any unauthorized access or disclosure of the data.

e. The local government agrees to require all agents, contractors, consultants, or other representatives of the local government that are not employees of the local government to agree to and execute the Non-Disclosure Certificate attached to this agreement, and to provide the utility with copies of all such Non-Disclosure Certificates, prior to any disclosure or use of the data by such agents, contractors, consultants or other representatives.

f. The local government agrees to comply with the laws, rules and orders of the California Public Utilities Commission applicable to the release, use and disclosure of the data, including D.14-05-016.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1169
Gas and Electric Extension Agreement

Please Refer to Attached
Sample Form

Gas and Electric Extension Agreement*

For Internal Use
Notification #
G-PM #
E-PM #
Prior MLX/PM #
Customer #

[DATE]

[CUSTOMER NAME]
[ADDRESS]
[CITY, STATE, ZIP]

RE: [PROJECT NAME,
ADDRESS]

Dear [CUSTOMER NAME]:

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

WORK TO BE DONE BY	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E										
Customer										

	GAS	ELECTRIC
Total non-refundable project costs	**$**	**$**
Refundable extension costs	$	$
Allowances (credit)	–$	–$
Net refundable amount	**=$**	**=$**
10-YEAR REFUNDABLE OPTION		
Net refundable amount	$	$
Credit for value of design and/or facilities provided by applicant	–$	–$
Total non-refundable project costs	+$	+$
Total (if you select this option)	**=$**	**=$**
NON-REFUNDABLE 50% DISCOUNT OPTION		
Net refundable amount	$	$
Discount: 50% of Net refundable amount	–$	–$
Credit for value of design and/or facilities provided by applicant	–$	–$
Total non-refundable project costs	+$	+$
Total (if you select this option)	**=$**	**=$**
Potential refund per residential lot/unit	$	$
Potential reimbursement per service completion		
Pressurized or energized system	$	$
Not pressurized or energized system	$	$
Reimbursement for other work performed	$	$

All amounts listed include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

DEFINITIONS AND EXPLANATIONS OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.

BARCODE

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*Automated Document, Preliminary Statement, Part A

Form 79-1169
Advice ~~3579-G/4607-E~~4350-G/6050-E
~~March 2015~~February 2021

Electric Sample Form No. 79-1170 Sheet 1
Authorization to Add MCE Loan Charges to Utility Bill

Please Refer to Attached
Sample Form

AUTHORIZATION TO ADD MCE LOAN CHARGES TO UTILITY BILL

You have applied for, or have been given, a loan to finance energy efficiency improvements or a solar photovoltaic system and/or battery storage system on your property. The loan is being made by the financial institution described below in connection with a finance program offered by Marin Clean Energy ("**MCE**"). For battery storage systems, the loan may be made by MCE. By signing this document, you give your consent to allow Pacific Gas And Electric Company (**"PG&E"**) to include monthly loan repayment charges in your monthly utility bill from PG&E, and you agree to pay those charges, on the terms described below.

In this document:

"**You**" means you, the customer(s) signing this document.

"**Service Address**" means the property serviced by PG&E as shown in the Account Information section below.

"**Lender**" means the financial institution shown as the Lender in the Account Information section below.

"**Loan Charges**" means any and all principal, interest and other charges and fees payable by you in connection with your loan, as determined by MCE or its authorized representative(s), including fees for late or deficient payments.

1. **Authorization to Bill Loan Charges.** You authorize PG&E to include Loan Charges in your PG&E utility bills for the Service Address(es) until further notice. The Lender will determine the amount of the Loan Charge that is to be included in each bill, and PG&E will include that amount with any supporting information that the Lender supplies to PG&E. PG&E does not verify the information provided by the Lender. The Loan Charges may increase or decrease from month to month based on the terms of the loan, the inclusion of late charges and interest, in accordance with the loan terms, and variations in the periods of time covered by each PG&E billing cycle.

2. **Payment.** You agree to pay the Loan Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan Charge payments to MCE. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment of Loan Charges to MCE unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan Charges.

3. **Overpayments.** Overpayments will be applied to the amounts due currently or in the future to PG&E for PG&E charges and will not be applied to the Loan Charges. If you want to fully or substantially prepay Loan Charges, you must send the payment directly to the Lender.

4. **Billing Inquiries and Disputes.** If you have any questions about your loan or the Loan Charges, including any concerns that you may have been incorrectly charged, please contact the Lender at the number shown in the Account Information section below. Any disputes about your loan or the Loan Charges must be resolved between you and the Lender in accordance with your loan documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the PG&E charges on your utility bill should be directed to PG&E at the number shown on your utility bill.

5. **Jurisdiction.** The terms of this document are subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

6. **Authorization to Release Information.** You must sign an Authorization Or Revocation of Authorization To Receive Customer Usage Information (PG&E Form 79-1147). This Authorization allows PG&E to disclose information about your account to MCE and the Lender to facilitate the loan repayment procedures described above.

7. **PG&E not Liable for Energy Efficiency Improvements, Products or Loan Process**. PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the energy efficiency improvements, solar photovoltaic system, battery storage system or other products and services that are not furnished by PG&E ("Work"). Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work. Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of the agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including Contractor) in the conduct or performance of the Work.

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Advice ~~4678-E~~4350-G/6050-E
~~July 2015~~January

* Automated Document, Preliminary Statement, Part A
~~2021~~February 2021

Electric Sample Form No. 79-1171 Sheet 1
Authorization to Add MCE Storage Charges to Utility Bill

Please Refer to Attached
Sample Form

AUTHORIZATION TO ADD MCE STORAGE CHARGES TO UTILITY BILL

You have entered into an agreement with a service provider and Marin Clean Energy ("**MCE**") to install and operate a battery storage system that will store and provide electricity to your property. This service has been arranged through a program offered by MCE. MCE will bill you for the storage service on the service provider's behalf, by adding storage charges to the MCE charges in your monthly Pacific Gas and Electric Company (**"PG&E"**) utility bill. By signing this document, you give your consent to allow PG&E to include monthly storage charges in your monthly utility bill from PG&E, and you agree to pay those charges, on the terms described below.

In this document:

"**You**" means you, the customer(s) signing this document.

"**Service Address**" means the property serviced by PG&E as shown in the Account Information section below.

"**Storage Provider**" means the battery storage service provider identified in the Account Information section below.

"**Storage Charges**" means any and all charges and fees payable by you under your contract with the Storage Provider, as determined by MCE or its authorized representative(s), including fees for late or deficient payments.

1. **Authorization to Bill Storage Charges.** You authorize PG&E to include Storage Charges in your PG&E utility bills for the Service Address(es) until further notice. MCE will determine the amount of the Storage Charge that is to be included in each bill, and PG&E will include that amount with any supporting information that MCE supplies to PG&E. PG&E does not verify the information provided by MCE. The Storage Charges may increase or decrease from month to month based on the terms of your contract with the Storage Provider, the inclusion of late charges and interest (if permitted by your contract), and variations in the periods of time covered by each PG&E billing cycle.

2. **Payment.** You agree to pay the Storage Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Storage Charge payments to MCE. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment of Storage Charges to MCE unless that account has sufficient available credit to pay the full amount of the energy charges and the Storage Charges. MCE will forward your payments to the Storage Provider.

3. **Overpayments.** Overpayments will be applied to the amounts due currently or in the future to PG&E for PG&E charges. If you want to prepay Storage Charges, (if permitted by your Battery Storage Contract) You must send the payment directly to the Storage Provider.

4. **Billing Inquiries and Disputes.** If you have any questions about your contract or the Storage Charges, including any concerns that you may have been incorrectly charged, please contact MCE. Any disputes about your contract or the Storage Charges must be resolved between you and the Storage Provider in accordance with your contract documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the PG&E charges on your utility bill should be directed to PG&E at the number shown on your utility bill.

5. **Jurisdiction.** The terms of this document are subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

6. **Authorization to Release Information.** You must sign an Authorization Or Revocation of Authorization To Receive Customer Usage Information (PG&E Form 79-1147). This Authorization allows PG&E to disclose information about your account to MCE and the Storage Provider to facilitate the payment procedures described above.

7. **PG&E not Liable for Storage Services or Charges**. PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the installation, operation or benefits of the battery storage system or services provided by the Storage Provider ("**Services**"). You are responsible for any and all loss and damage You may suffer in connection with the Services, and You agree to look to the Storage Provider or MCE, and not to PG&E, for any claim you might have relating to the Services, the cost or the benefits You expect to receive from them, or any errors in the calculation of Storage Charges

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* Automated Document, Preliminary Statement, Part A
~~2021~~February 2021

Electric Sample Form No. 79-1172 Sheet 1
Bioenergy Market Adjusting Tariff Power Purchase Agreement

Please Refer to Attached
Sample Form

[This contract has been approved by the California Public Utilities Commission in Decision 15-09-004. Modification of the terms and conditions of this contract will result in the need to obtain additional Commission approval of the contract.]

[The contract approved by Decision 15-09-004 includes terms and conditions that "may not be modified" pursuant to prior Commission decisions, including Decision 07-11-025, Decision 08-08-028 and Decision 10-03-021, as modified by Decision 11-01-025, and these terms and conditions are shown in shaded text.]

[Modifications to this contract pursuant to D.16-10-025 were filed on November 28, 2016, December 22, 2017 and May 2, 2018, (Advice Letters 4965-E, 5144-E-A, 5285-E). Modifications to this contract pursuant to Decision 20-02-044 and Decision 15-09-004 were filed on April 20, 2020 (Advice Letter 5811-E).]

AMENDED BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY

AND

[Name of Seller]

Electric Sample Form No. 79-1173 Sheet 1
Energy Efficiency Financing Pilot Programs
Authorization or Revocation of Authorization to Release Customer Information

Please Refer to Attached
Sample Form

ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

This *Authorization or Revocation of Authorization to Release Customer Information* ("Authorization"): (1) authorizes Pacific Gas and Electric Company ("PG&E") to release your energy usage data to the Master Servicer, which will release such data to the Data Manager and Contractor Manager, all in accordance with the rules of, and as a condition of your participation in PG&E's Energy Efficiency Financing Pilot Programs ("Programs"), as administered by CAEATFA; or (2) revokes an existing Authorization.

If you do not wish to share your energy usage data as described herein, you are not required to fill out this Authorization, but you will be unable to participate in the Programs.
You may also revoke your authorization at any time after signing this Authorization, but such revocation may lead to the termination of your participation in the Programs and may breach the terms and conditions of your loan or lease agreement with your lender.
Definitions:

"CAEATFA": The California Alternative Energy and Advanced Transportation Financing Authority, a public instrumentality of the State of California, or its agents, that administer the Programs for the California investor-owned utilities, or any successor administrator approved by the California Public Utilities Commission ("CPUC").

"Contractor Manager": An entity hired by and under contract with CAEATFA to manage qualified contractor activity under the Programs. The Contractor Manager will perform quality assurance procedures for which it may require the customer contact information and the installed project information. The Contractor Manager's contract with CAEATFA will require the Contractor Manager to protect the confidentiality of your contact and project information and prevent unauthorized contact and project information from being released to any other entity. CAEATFA may assume the obligations of the Contractor Manager.

"Data Manager": An entity hired by and under contract with CAEATFA solely to collect statewide energy usage data and data regarding the financial products provided to customers participating in the Programs and build a database for the aggregated and anonymized data provided by the Master Servicer. The Data Manager's contract with CAEATFA will require the Data Manager to protect the confidentiality of your usage data and prevent unauthorized disclosure of your usage data to any other entity. CAEATFA may assume the obligations of the Data Manager.

"Master Servicer": An entity hired by and under contract with CAEATFA. The Master Servicer will use customer energy usage data solely to: (1) establish a master file including project and financial product data for each loan and lease enrolled in the Programs; and (2) develop and update financial product servicing data files to be maintained throughout the term during which the loans and leases are enrolled in the Programs. The Master Servicer's contract with CAEATFA requires the Master Servicer to protect the confidentiality of your usage data and prevent unauthorized disclosure of your usage data to any other entity. The Master Servicer will aggregate and anonymize the data for the purpose of evaluating the Programs. CAEATFA may assume the obligations of the Master Servicer.

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* Automated Document, Preliminary Statement, Part A

Electric Sample Form No. 79-1174 Sheet 1
Rule 21 Generator Interconnection Application

Please Refer to Attached
Sample Form

FORM 79-1174 - ATTACHMENT A – INTERCONNECTION APPLICATION - CUSTOMER AND PROJECT INFORMATION

Part I - Selecting the Study Process[1]

This Application is not applicable for incentives and/or rebates offered by the Energy Resources Conservation and Development Commission (CEC), the CPUC or any other entity. Please contact those agencies directly or on their respective websites:

www.energy.ca.gov and www.cpuc.ca.gov.

Please check one:

- ❑ Fast Track Process.
- ❑ Detailed Study (not typical)
  - Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

Part II – Identifying the Generating Facility Location and Responsible Parties

Project Name:

A. Generating Facility Account Information (What electric service will the Generating Facility be interconnected for parallel operation with PG&E? For aggregated electric accounts provide the primary account and meter information).

Name shown on PG&E service account	Electric Service Agreement ID number - 10-digits	Electric Badge (Meter) Number - 6-10 digits (alpha numeric)

NOTE: ***Customer Electric account must match the customer's utility bill account information.***

		CA	
Meter Location Street Address	City	State	Zip - 5-digits

Please check all that apply:

- ❑ A New Generating Facility interconnection (at an existing service).
- ❑ Physical Changes to an interconnected Generating Facility with previous approval by PG&E (adding PV panels, adding energy storage as an addition or enhancement, changing inverters/turbines or changing load and/or operations).
- ❑ A New interconnection in conjunction with a new service.
  - An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000 or Rule21Gen@pge.com.
- ❑ An Interconnection under Direct Access (DA).

[1] For selection of Study Process for Exporting Generating Facilities, please complete the Rule 21 Exporting Generating Facility Interconnection Request Form 79-1145.

Electric Sample Form No. 79-1174-02 Sheet 1
Rule 21 Generator Interconnection Application

Please Refer to Attached
Sample Form

RULE 21 GENERATOR INTERCONNECTION APPLICATION (Form 79-1174-02)

Part I - Introduction and Overview

A. Applicability: This Generating Facility Interconnection Application (Application) is used to request the interconnection to Pacific Gas and Electric Company's (PG&E) Electric System (over which the California Public Utilities Commission (CPUC) has jurisdiction) one or more of the following[1] tariffs:

(1) Non-Exporting Generating Facilities;
(2) NEM2 Solar (PV) (other than PV 30 KW or less)[2]; or RPS Generating Facilities
(3) NEM2 California Dept. of Corrections & Rehabilitation
(4) NEM2A – NEM2 Load Aggregation (under Schedule NEM2)
(5) NEM2MT- generating facilities subject to multiple tariff treatment
(6) RES-BCT (Renewable Energy Self-Generation Bill Credit Transfer) Generating Facilities;
(7) NEMFC / NEMFCA Net Energy Metering for Fuel Cells
(8) NEM2V – Virtual Net Energy Metering
(9) NEMVMASH (on a single Service Delivery Point, or for a Low Income Development)

Refer to PG&E's Electric Rule 21 and program tariffs to determine the specific requirements for interconnecting a Generating Facility. Capitalized terms used in this Application, and not otherwise defined herein, shall have the same meanings as defined in PG&E's Rule 21 and Rule 1.

Except as noted in the next paragraph, this Application may be used for any Generating Facility to be operated by, or for, a Customer and/or Interconnection Customer to supplement or serve part or all of its electric energy requirements that would otherwise be provided by PG&E, including distributed generation, cogeneration, emergency, backup, standby generation, and certain Net Energy Metered Generating Facilities. While Customers operating Generating Facilities isolated from PG&E's Electric System are not obligated to enter into an Interconnection Agreement with PG&E, parts of this Application will still need to be completed to satisfy PG&E's notice requirements for operating an isolated Generating Facility as specified in the California Health and Safety Code Section 119085 (b).

This Application may not be used to apply for interconnecting Generating Facilities used to participate in transactions where all, or a portion of, the electrical output of the Generating Facility is scheduled with the California Independent System Operator (CAISO). Such transactions may be subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC) and require a different application available from PG&E.

This Application is not applicable for incentives and/or rebates offered by the Energy Resources Conservation and Development Commission (CEC), the CPUC or any other entity. Please contact those agencies directly or on their respective websites:

www.energy.ca.gov and www.cpuc.ca.gov.

B. Guidelines and Steps for Interconnection: This Application must be completed and sent to PG&E along with the additional information indicated in Part II below to initiate PG&E's interconnection review of

[1] Also when included with Energy Storage (e.g., batteries), or when operating under the provisions of PU Code 218, where permitted.
[2] For Net Energy Metering Customers with Solar and/or Wind Electric Generating Facilities less than 30 kW that are not paired with Energy Storage, simpler, shorter forms are available from PG&E (i.e., Forms 79-1151-02 A and B). These forms are available on PG&E's website at http://www.pge.com/gen.

Electric Sample Form No. 79-1175 Sheet 1

Rule 21 Consent to Assignment Form for Non-NEM Projects

Please Refer to Attached
Sample Form

RULE 21 CONSENT TO ASSIGNMENT FORM FOR NON-NEM PROJECTS

This Rule 21 Exporting and Non-Exporting Generating Facilities Consent to Assignment and Agreement is by and among **PACIFIC GAS AND ELECTRIC COMPANY** ("PG&E"), a California corporation, _____, _____, a _____ ("Assignor"), and _____ a _____ ("Assignee").

RECITALS

A. Assignor currently owns _____ ("Facility") located at _____ _____, which will be interconnected with PG&E's electric system, and will receive standby service from PG&E. This project has an interconnection Queue number of _____ and an executed interconnection agreement under PG&E's CPUC Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities or Generating Facility Interconnection Agreement for Non-Exporting Generating Facilities. Assignor wishes to assign/sell the Project to Assignee, and Assignee agrees to the Project assignment.

B. In connection with this assignment/sale, Assignor wishes to assign to Assignee various agreements with PG&E related to the Facility that are listed on Exhibit A (the "Assigned Agreements").

C. In connection with this assign/sale, the Assignee also provides to PG&E the updated customer contact information listed in Exhibit B, such contact information to be used by PG&E for all Facility-related communication following execution of this Consent to Assignment.

NOW THEREFORE, PG&E hereby consents to an assignment by Assignor to Assignee of whatever rights, title and interest it may have in and to the Assigned Agreements, under the following terms and conditions:

1. Assignor and Assignee each recognize and acknowledge that PG&E makes no representation or warranty, express or implied, that Assignor has any right, title, or interest in the Assigned Agreements. Assignee is responsible for satisfying itself as to the existence and extent of Assignor's right, title, and interest in the Assigned Agreements and Assignee expressly releases PG&E from any liability resulting from the assignment, to which PG&E is consenting herein. Assignee and Assignor further release PG&E from any liability for consenting to any future assignments of the Agreements by Assignee or Assignor.

Electric Sample Form No. 79-1176 Sheet 1
Green Tariff Shared Renewables (GTSR) Community Renewables (CR) Program Project Development Tariff Rider and Amendment

Please Refer to Attached Sample Form

GREEN TARIFF SHARED RENEWABLES (GTSR) COMMUNITY RENEWABLES (CR) PROGRAM PROJECT DEVELOPMENT TARIFF RIDER AND AMENDMENT

FORM # 79-1176

to the

RENEWABLE MARKET ADJUSTING TARIFF

POWER PURCHASE AGREEMENT

FORM # 79-1150

between

PACIFIC GAS AND ELECTRIC COMPANY

and

[NAME OF SELLER]

This Green Tariff Shared Renewables (GTSR) Community Renewables (CR) Program Project Development Tariff Rider And Amendment ("GTSR CR Rider and Amendment") to the Agreement (as that term is defined below) dated as of the GTSR CR Rider and Amendment Effective Date (as that term is defined below) is entered into between Pacific Gas and Electric Company, a California corporation ("PG&E"), and [Name of Seller], a [Legal Status of Seller] ("Seller"). PG&E and Seller are hereinafter sometimes referred to individually as a "Party" and jointly as the "Parties". Capitalized terms used herein and not otherwise defined in this GTSR CR Rider and Amendment shall have the meanings ascribed to such terms in the Agreement (as that term is defined below).

RECITALS

The Parties enter into this GTSR CR Rider and Amendment with reference to the following facts:

A. Concurrently herewith, PG&E and Seller enter into that certain Renewable Market Adjusting Tariff Power Purchase Agreement, (as amended from time to time, the "Agreement"), under which, among other things, Seller will sell to PG&E, and PG&E will purchase from Seller, Product upon commencement of the Term, pursuant to PG&E's Green Tariff Shared Renewables Community Renewables Project Development Tariff (Schedule GTSR-CR).

B. The Parties seek to modify the Agreement in order to incorporate provisions related to Schedule GTSR-CR.

Electric Sample Form No. 79-1177 Sheet 1

Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - 2014 Pilot Program

Please Refer to Attached Sample Form

Special Contract for Unmetered Service Agreement for Energy Use Adjustments for Network Controlled Dimmable Streetlights - 2014 Pilot Program

This Agreement between _____ (the Customer) and Pacific Gas and Electric Company (PG&E or the Company) is to establish and govern the provisions of a 2014 pilot program to evaluate, and provide billing adjustments to reflect actual energy used by streetlights that have been equipped with network controls that allow the lights to be dimmed under operating schedules established by the Customer.

WHEREAS, the streetlights in question are owned by the Customer and would otherwise be subject to the standard provisions of the Company's Electric Rate Schedule LS-2; and

WHEREAS, the technology available for use in remotely programmed network control systems for streetlights has advanced to the point where the systems are now capable of logging and reporting energy used by the streetlights; and

WHEREAS, the Customer and the Company agree that the current provisions of Electric Rate Schedule LS-2 do not provide sufficient flexibility to accommodate energy use adjustments for dimming schedules made possible by the use of remotely programmed network control systems; and

WHEREAS, the Company has determined that it would be impractical, and typically not cost-effective, for customers to pay to install individual meters at each service delivery point for streetlights or streetlight circuits supporting controlled lights subject to this Agreement; and

WHEREAS, the Company agrees that the Customer has met the eligibility requirements to allow participation in this pilot program as identified in Attachment 4, including the ability of the Customer's network control system to monitor, log and report energy consumption data for the controlled streetlights; and

WHEREAS, pursuant to the Company's electric Preliminary Statement Part A, Description of Service Area and General Requirements, Section 6.a, the Customer and the Company agree that, in lieu of installing meters at each service delivery point, the Company shall provide unmetered electric service as provided herein.

NOW THEREFORE, in consideration of the terms and covenants contained herein, the Customer and the Company hereby agree as follows:

A. Establishment of Initial Estimated Average Dimming Level

A Customer shall submit lamp installs/retrofits to PG&E via the monthly inventory report as detailed in Attachment 1, section I. The establishment of the initial estimated average dimming level for each lamp shall be established according to the following terms and conditions.

ELECTRIC SAMPLE FORM 79-1178 Sheet 1

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2
SUBMETER MDMA REGISTRATION AGREEMENT

Please Refer to Attached
Sample Form

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Submeter MDMA Registration Agreement

1.0 Instructions for Qualifying as a Submeter Meter Data Management Agent

Background

On November 19, 2013, the California Public Utilities Commission (Commission or CPUC) issued Decision (D.)13-11-002 modifying the PEV Submetering Protocol requirements set forth in D.11-07-029 by adopting the Commission Energy Division (ED) Staff's Plug-In Electric Vehicle Submetering Roadmap for a two-phase pilot. Resolution E-4651, dated June 26, 2014, requires the investor-owned utilities (IOUs) to submit a Phase 2 Tier 2 Advice Letter that includes the metering requirements provided by the ED to the IOUs, draft versions of the data format template, the Submeter Meter Data Management Agent (MDMA) Registration Agreement (RA), the customer enrollment Agreement, and MDMA Service Requirements.

Submeter MDMA Registration Process

Submeter MDMA Registration for the Phase 2 Pilot will be a two-step process:

Step 1:

All Submeter MDMAs desiring to participate in the Phase 2 Pilot must complete and submit the attached Submeter MDMA Registration Agreement to the Commission's Energy Division's (ED), Melicia Charles, to receive preliminary approval to participate in the Phase 2 Pilot (Note: Electronic signatures will not be accepted on the Submeter MDMA Registration Agreement (RA).)

Submeter MDMAs must indicate the following in the RA: (1) the number of submeters associated with customers that have agreed to participate as of the date they submit the RA and (2) the total number of submeters that they plan to enroll. The Phase 2 Pilot starts on January 16, 2017, and ends on April 30, 2018. Any individual customer participant may only participate for a maximum of 12 billing cycles.

The Commission may require that potential Submeter MDMAs comply with certain Energy Division standards in experience, education and training to perform the functions of a Submeter MDMA. These functions and associated requirements are described in detail in the Phase 2 Performance Standards for Metering and Meter Data Agents Participating in California's Electric Vehicle Submetering Pilot (Performance Standards), and attached hereto as Attachment 1.

The Energy Division will review the submitted documentation, determine if the prospective Submeter MDMA standards meet the requirements established by the Commission, and notify the Submeter MDMA whether its request is preliminarily approved via e-mail. The determination is based on the Energy Division's review of the Submeter MDMA's written, completed application and documentation. The Energy Division will make reasonable efforts to review the documentation and respond to the Submeter MDMA request within five business days. Missing documentation may require the prospective Submeter MDMAs to resubmit that portion of the application and restart the five business day review process. The Energy Division may also request additional information, as needed, to provide preliminary approval of the MDMA's registration request to participate in the Phase 2 Pilot.

ELECTRIC SAMPLE FORM 79-1179 Sheet 1
PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2
SINGLE CUSTOMER-OF-RECORD ENROLLMENT AGREEMENT

Please Refer to Attached
Sample Form

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Single Customer-of-Record Enrollment Agreement

Terms and Conditions

This Participation Agreement ("Agreement"), effective upon the date a Customer Enrollment Agreement (CEA) is submitted, is entered into between Pacific Gas & Electric (PG&E), the customer that receives electric service from PG&E (hereafter, "Participant," "Customer," or "you") and the Submeter Meter Data Management Agent (Submeter MDMA) providing data management services. PG&E, Participant and Submeter MDMA are referred to jointly as "Parties."

A. Purpose and Overview of the Phase 2 Pilot

PG&E is conducting a temporary Plug-in Electric Vehicle (EV) Submeter Phase 2 Pilot. To participate in the Phase 2 Pilot, Customers must read and agree to the terms and conditions of this Agreement and be eligible for an applicable separately-metered EV Rate. The customer enrollment process is described in the Customer Enrollment Agreement.

The applicable EV Rate requires a separate meter to measure only the energy used to charge electric vehicles. PG&E will set up a separate service account and the energy used to charge EVs will be billed on the applicable EV rate schedule. The rest of the energy used at your residence or business will be billed at your otherwise applicable tariff. For the Phase 2 Pilot, the separate meter must be a submeter owned by the Customer or by a third-party. The Phase 2 Pilot is available to eligible customers within all of PG&E's service districts and limited to 500 submeters on a first-come, first-served basis. Customers on a Net Energy Metering (NEM) rate are eligible but will be limited to 20% of the participation cap (100 submeters).

As a Participant in the Phase 2 Pilot, you agree to install an eligible Customer- or third-party-owned submeter that meets the California Public Utilities Commission (CPUC) approved Submeter MDMA Registration Agreement, Attachment 1 - Performance Standards for Metering and Submeter Meter Data Management Agents, for the exclusive use of tracking the energy used to charge your electric vehicle to be billed on the applicable EV rate. Your Submeter MDMA will be required to collect and transmit your submeter usage data to PG&E as scheduled in the required format in compliance with the Submeter MDMA Performance Requirements (copy available upon request). You will retain sole responsibility for paying the entire monthly bill including EV and other charges regardless of any agreement between you and your Submeter MDMA. Your Submeter MDMA will be the single point-of-contact for all submeter data issues regardless of any agreement you or the Submeter MDMA may have with other organizations providing Submeter Pilot services on its or your behalf. PG&E will be the single point-of-contact for all PG&E billing issues.

The Phase 2 Pilot will begin on November 1, 2016, and enrollment will end on April 30, 2017. Any Customer enrolled in the Phase 2 Pilot will be eligible to participate for no more than 12 consecutive billing cycles; however, the Customer may terminate participation in the Phase 2 Pilot at any time by contacting PG&E. When Phase 2 Pilot participation ends, the EV rate will be terminated for the submetered account. Thereafter, any future electric vehicle charging will be billed at the Customer's otherwise applicable tariff rate for the primary meter. Customers are encouraged to contact PG&E to discuss available electric vehicle rates.

In addition, you agree to provide an independent evaluator, Nexant, paid by the Investor Owned Utilities (IOUs), with feedback on your experiences with Phase 2 Pilot participation, including enrollment, equipment installation, and billing. In accordance with the CPUC's instruction, this survey will not be burdensome. Additionally, you may be required to provide access to your home or facility for the evaluator to perform tests on your submeter. Such submeter testing is only required of five percent of participating customers. If

ELECTRIC SAMPLE FORM 79-1180 Sheet 1
PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2
MULTIPLE CUSTOMER-OF-RECORD ENROLLMENT AGREEMENT

Please Refer to Attached
Sample Form

PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Multiple Customer-of-Record Enrollment Agreement

Terms and Conditions

This Participation Agreement ("Agreement"), effective upon the date a Customer Enrollment Agreement (CEA) is submitted, is entered into between Pacific Gas & Electric (PG&E), the customer that receives electric service from PG&E (hereafter, "Participant," "Customer," "you," or "primary meter customer"), the customer that receives submeter service from PG&E (hereafter, "Participant," "Customer," "you," or "submeter customer"), and the Submeter Meter Data Management Agent (Submeter MDMA) providing data management services. PG&E, Participant and Submeter MDMA are referred to jointly as "Parties."

A. Purpose and Overview of the Phase 2 Pilot

PG&E is conducting Phase 2 of a temporary Plug-in Electric Vehicle (EV) Submeter Pilot. To participate in the Phase 2 Pilot, Customers must read and agree to the terms and conditions of this Agreement and be eligible for an applicable separately-metered EV Rate. The customer enrollment process is described in the Customer Enrollment Agreement.

The applicable EV Rate requires a separate meter to measure only the energy used to charge electric vehicles. PG&E will set up a separate service account and the energy used to charge EVs will be billed on the applicable EV rate schedule. The rest of the energy used at your residence or business will be billed at your otherwise applicable tariff. For the Phase 2 Pilot, the separate meter must be a submeter owned by the Customer or by a third-party. The Phase 2 Pilot is available to eligible customers within all of PG&E's service districts and limited to 500 submeters on a first-come, first-served basis. Customers on a Net Energy Metering (NEM) rate are eligible but will be limited to 20% of the participation cap (100 submeters).

As a Participant in the Phase 2 Pilot, you agree to install an eligible Customer- or third-party-owned submeter that meets the California Public Utilities Commission (CPUC) approved Submeter MDMA Registration Agreement, Attachment 1 - Performance Standards for Metering and Submeter Meter Data Management Agents, for the exclusive use of tracking the energy used to charge your electric vehicle to be billed on the applicable EV Rate. Your Submeter MDMA will be required to collect and transmit your submeter usage data to PG&E as scheduled in the required format in compliance with the Submeter MDMA Performance Requirements (copy available upon request). You will retain sole responsibility for paying the entire monthly bill including EV and other charges regardless of any agreement between you and your Submeter MDMA. Your Submeter MDMA will be the single point-of-contact for all submeter data issues regardless of any agreement you or the Submeter MDMA may have with other organizations providing Submeter Pilot services on its or your behalf. PG&E will be the single point-of-contact for all PG&E billing issues.

The Phase 2 Pilot will begin on January 16, 2017, and enrollment will end on April 30, 2017. Any Customer enrolled in the Phase 2 Pilot will be eligible to participate for no more than 12 consecutive billing cycles; however, the Customer may terminate participation in the Phase 2 Pilot at any time by contacting PG&E. When Phase 2 Pilot participation ends, the EV rate will be terminated for the submetered account. Thereafter, any future electric vehicle charging will be billed at the Customer's otherwise applicable tariff rate for the primary meter. Customers are encouraged to contact PG&E to discuss available electric vehicle rates.

In addition, you agree to provide an independent evaluator, Nexant, or another third party, paid by the Investor Owned Utilities (IOUs), with feedback on your experiences with Phase 2 Pilot participation, including enrollment, equipment installation, and billing. In accordance with the CPUC's instruction, this

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ELECTRIC SAMPLE FORM 79-1181 Sheet 1
RULE 21 PRE-APPLICATION REPORT REQUEST

Please Refer to Attached
Sample Form

RULE 21 PRE-APPLICATION REPORT REQUEST

1. GENERAL INTENT, CLARIFICATION AND OBLIGATION

A. Upon receipt of a completed Pre-Application Report Request, the applicable non-refundable processing fee and Authorization to Receive Customer Information or Act on a Customer's Behalf (PG&E Form 79-1095), if applicable, Distribution Provider shall provide pre-application data for the Pre-Application Report package selected by Applicant and within the corresponding timeframe.

B. The Pre-Application Report is based on readily available pre-existing system data at the time of request.

C. A Pre-Application Report Request does not obligate Distribution Provider to conduct a study or other analysis of the proposed project.

D. A Pre-Application Report Request does not obligate Distribution Provider to provide a response for data that is not readily available.

E. If Distribution Provider cannot complete all or some of the data fields in a Standard Pre-Application Report due to lack of available data, Distribution Provider will provide Applicant with a Pre-Application Report package that includes the data that is available.

F. In requesting a Pre-Application Report, Applicant understands that:

(1) The existence of "Available Capacity" in no way implies that an interconnection up to this level may be completed without system impacts since there are many variables studied as part of the interconnection review process.

(2) The Distribution System is dynamic and subject to change.

(3) Data provided in the Pre-Application Report may become outdated and not useful at the time of submission of Applicant's Interconnection Request.

(4) Data included in the Pre-Application Report may be subject to confidentiality requirements and may only be released to Distribution Operator's customer of record or authorized representative.

(5) Notwithstanding any of the provisions of this Section, Distribution Provider shall, in good faith, provide a Pre-Application Report containing data that represents the best available information at the time of reporting.

(6) A Pre-Application Report Request may include various sets of data, and as such:

Gas Sample Form No. 79-1186 Sheet 1
Customer Information Service
Request For Share My Data (CISR-SMD)

Please Refer to Attached
Sample Form

CUSTOMER INFORMATION SERVICE REQUEST FOR SHARE MY DATA (CISR-SMD)

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ FIRST
THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY

This form allows you to voluntarily create a new Authorization to grant a Third Party of your choice access to your PG&E personal, energy usage, energy billing and other program data about you via PG&E's Share My Data (SMD) platform or to modify or revoke an existing Authorization you currently have on the Share My Data platform. This form should be completed by the main Customer Account Holder (name on the PG&E bill).

Pacific Gas and Electric Company's (PG&E's) Gas and Electric Rules 27 and its corresponding privacy policies, which can be found at www.pge.com/about/company/privacy/customer, do not allow for the disclosure of customers' personal information, such as your name, address, phone number, or electric account and billing information, to third parties for purposes other than providing utility services to you or as otherwise required by law, unless you expressly authorize us to do so. This form allows you to exercise your right to disclose personal and energy-related information about you to a Third Party under PG&E's Electric Rule 25 which can be found at https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_RULES_25.pdf. This form may be used to authorize the release of electric-related information for Bundled, Community Choice Aggregation (CCA), Direct Access (DA) customers, and gas-related information for Core End-Use and Noncore End-Use customers. Once you authorize access by a Third Party to personal and energy-related information about you, you are responsible for and agree that you are solely responsible for ensuring that the Third Party safeguards this information from further disclosure without your consent.

If you want to provide data to a Demand Response Provider (DRP), please use "Customer Information Service Request For Demand Response Provider" (CISR-DRP), Form 79-1152.

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, including, without limitation, revisions to the types of customer information to be released.

STEP 1: AUTHORIZATION DETAILS

- ***Please select the action you wish to take:***

  [ ] **CREATE** A NEW AUTHORIZATION – Please Complete SECTION 1
  [ ] **MODIFY** AN EXISTING AUTHORIZATION – Please Complete SECTION 2
  [ ] **REVOKE** AN EXISTING AUTHORIZATION – Please Complete SECTION 3

- ***Your Contact Information:***

  First Name: _____ Last Name: _____

  Mailing Address: _____

  Email Address (Optional): _____
  (The email address you provide here will be used for all transactional emails relating to this Authorization.)

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Electric Sample Form No. 79-1187 Sheet 1

Bioenergy Market Adjusting Tariff Program (BioMAT Program) - Fuel Resource Attestation

Please Refer to Attached Sample Form

BIOENERGY MARKET ADJUSTING TARIFF PROGRAM (BIOMAT PROGRAM) – FUEL RESOURCE ATTESTATION

Together herewith, and in accordance with the BioMAT Bioenergy Market Adjusting Tariff ("BioMAT Tariff"), _____ *[Insert Applicant's full legal name],* a _____ *[Insert Applicant's form of entity and state of registration]* ("Applicant"), submits a Program Participation Request ("PPR") for its electric generating Project to Pacific Gas and Electric Company ("PG&E"). In order for such Project to be eligible for participation in the BioMAT Program, Applicant must, among other things, submit this attestation describing its planned Fuel Resource Category and its compliance with the Fuel Resource Requirements set forth in the BioMAT Tariff. Applicant hereby represents, warrants and covenants that:

1. The fuel resource(s) Applicant intends to use for such Project are eligible for the Renewables Portfolio Standard (RPS) in accordance with the California Energy Commission's (CEC) RPS eligibility requirements.

2. The fuel resource(s) Applicant intends to use for such Project meet(s) the definition and requirements of one of the Fuel Resource Categories defined in the BioMAT Tariff.

3. The fuel resource(s) and percentages of Fuel Use, as applicable, that Applicant intends to use for such Project are *[check one Fuel Resource Category and all percentages of Fuel Use, as applicable, within that Fuel Resource Category]:*

Fuel Resource Category		**Fuel Use**
☐ Category 1		
	Wastewater treatment	_____ %
	Municipal organic waste diversion	_____ %
	Food processing	_____ %
	Codigestion	_____ %
	Other	_____ %
OR		
☐ Category 2 (Dairy)		_____ %
OR		
☐ Category 2 (Other Agricultural)		_____ %
	Other	_____ %
OR		

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Electric Sample Form No. 79-1188 Sheet 1
Special Agreement for Retail Storage Station Service
for In Front of the Meter Applications

Please Refer to Attached
Sample Form

(Continued)

Pacific Gas and Electric Company

SPECIAL AGREEMENT FOR RETAIL STORAGE STATION SERVICE FOR IN FRONT OF THE METER APPLICATIONS

DISTRIBUTION
- ☐ Customer
- ☐ Division
- ☐ Tariff Interpretation
- ☐ Customer Relations
- ☐ Electric Billing Solutions

REFERENCES
SAID #:_____
Premises #:_____
CDx/Acct#:_____
_____

This is an agreement between Pacific Gas and Electric Company (PG&E), a California corporation, and _____ (Customer), a(n) _____. This agreement will be herein referred to as "Agreement".

Customer has requested PG&E to provide Retail Station Power at Customer's premises at _____, County of_____ California, under one of the billing options designated below:

Storage Resource Name/Location	Resource Type: NAS, Flow Battery, Flywheel, Pumped storage etc.	Capacity (KW)	Make and Model e.g.Tesla, ABB, Siemens, Samsung etc.

Capitalized terms in this agreement that are not defined in this agreement are otherwise defined in PG&E's other applicable tariff schedules

☐ **Option 1 – Station Power Load Reference –** Station Power Load Reference value will be established by measuring its Retail Station Power loads at Idle Charging State, prior to issuance of the Permission To Operate (PTO) letter by PG&E.[1] This reference point will be set initially via field tests and will at each anniversary adjust based on the maximum demand values obtained in the prior 12 months.

The initial Station Power Load Reference Value _____ kW

The initial Crossover Threshold Value _____ kW

☐ **Option 2 – Separate Retail Station Power Meter –** Retail Station Power is separately metered, the bill will be determined from actual usage data obtained from either the Retail Station Power grid-tie meter or the station power sub-meter.

The initial Station Power Load Reference Value _____ kW

[1] Per PG&E Rule 21, all energy resources, including storage facilities are not permitted to operate in parallel with the PG&E grid until after all Rule 21 requirements are met including Customer's receipt of a Permission to Operate letter from PG&E.

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Electric Sample Form No. 79-1189 Sheet 1

Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less

Please Refer to Attached Sample Form

(Continued)

ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

This *Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less*, (Agreement) is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate solar electric generation for the Customer-Generator or designated agent of the Customer-Generator sized no larger than for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEM2VMSH).

The purpose of this Agreement is to allow the Customer-Generator to interconnect solar electric generation with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEM2VMSH. Customer-Generator has elected to interconnect and operate its solar electric Generation in parallel with PG&E's Electric System, to offset part or all of the Eligible Low Income Development's own electrical requirements at the affiliated service points. Customer-Generator shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Electric Sample Form No. 79-1190 Sheet 1
Virtual Net Energy Metering (NEM2V) Interconnection Agreement
for Solar (PV) or Wind Generation Totaling 1 MW or Less

Please Refer to Attached
Sample Form

(Continued)

VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

This *Virtual Net Energy Metering (NEM2V) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less*, (Agreement) is entered into by and between _____ _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a multi-tenant or multi-meter Eligible NEM2V installation on a single Premises, as defined in Electric Rule 1 for the Customer-Generator or designated agent of the Customer-Generator who interconnects a single solar photovoltaic and/or wind generating facility (Renewable Electric Generation Facility) sized no larger than 1 MW for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEM2V) of the past year that is on a single Premises, as defined in Electric Rule 1 [1] with other individually metered PG&E Benefitting Accounts that will be allocated the benefits of the Renewable Electric Generation Facility as described in NEM2V, that meets all the applicability requirements in Schedule NEM2V, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Electric System.

The purpose of this Agreement is to allow the Customer-Generator to interconnect the Renewable Electric Generation Facility with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEM2V. Customer-Generator has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Electric System, primarily to offset part or all of the NEM2V Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service. Customer-Generator shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Generating Facility's expected date of Initial Operation is _____

The expected date of Initial Operation shall be within two years of the date of this Agreement.

[1] From Electric Rule2, a PREMISES is defined as all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served.

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The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1191 Sheet 1

Generating Facility Interconnection Agreement for Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT)

Please Refer to Attached Sample Form

(Continued)

GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

This *Generating Facility Interconnection Agreement for Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT)*, (Agreement) is entered into by and between _____, a _____ (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Local Government Renewable Energy Self Generation Bill Credit Transfer Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1. A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2. Generating Facility identification number: _____ (Assigned by PG&E).

2.3. Producer's electric service agreement ID number: _____ (Assigned by PG&E).

2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

2.5. The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6. The Net Nameplate Rating of the Generating Facility is _____ kW.

2.7. The expected annual energy production of the Generating Facility is _____ kWh.

Electric Sample Form No. 79-1192 Sheet 1
Interconnection Agreement for Non-Export Storage Generating Facilities 500KW or Less

Please Refer to Attached
Sample Form

(Continued)

INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500KW or LESS

This *INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500kW or LESS* (Agreement) is entered into by and between _____, a _____, (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Non-Export Storage Generating Facility or Non-Export Alternating Current/Direct Current (AC/DC) Converter in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility or Non-Export AC/DC Converter (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). To be eligible for interconnection using this agreement, Producer's Non-Export Energy Storage Generating Facility or Non-Export AC/DC Converter interconnection must satisfy the Fast Track Process technical review requirements of Rule 21 Section F.2 and all of the following requirements must be met:

1.1 The Producer must meet all the eligibility criteria described in Rule 21, Section N.1 for the expedited storage interconnection process, including:

(a) Producer must have electronically submitted a completed Interconnection Request, including completing all application fields and submitting all supporting documentation necessary to facilitate the expedited review as required by Distribution Provider. Such documentation may include, but is not limited to, single line diagrams with specific details, manufacturer data sheets for proposed equipment, description of control systems, validation of the right to do business in the state, etc. PG&E shall clearly communicate these requirements as part of the application process. Producer shall select this process option in the Interconnection Request.

(b) Producer's Interconnection Request must be eligible for, and select, the Fast Track Process, as described in Rule 21.

(c) Producer's Interconnection Request must pass Fast Track Initial Review and not require any Interconnection Facilities, Distribution Upgrades or Network Upgrades to remain eligible under this Section. As such, Interconnection Requests that select the Cost Envelope Option are not eligible.

1.2 The Producer's Generating Facility (except for Non-Export AC/DC Converters which are addressed in Section 1.3) must meet and adhere to all of the following criteria, per Rule 21 Section N.2.

(a) The Generating Facility must be comprised solely of the following specific categories of generation technology: Non-Exporting battery storage

(b) The Generating Facility must have an aggregate maximum inverter nameplate rating of no

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)

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):

❑ Residential
❑ Commercial
❑ Industrial
❑ Non-Profit
❑ Educational
❑ Military
❑ Other Government

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) _____

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 _____

Please complete this agreement in its entirety

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The Privacy Policy is available at pge.com/privacy.

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)

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):

❑ 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 _____

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1194 Sheet 1
Local Agency And District Customers On-Bill Financing Loan Agreement

Please Refer to Attached
Sample Form

(Continued)

LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned Local Agency or District customer ("**Customer**") has contracted for the provision of energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas & Electric Company (**"PG&E"**) shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("**Contractor**"), to provide the Work as described in the Application.

2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "**Adjustment**"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.

3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the Local Agency or District cited here with financing. The Customer has independently hired contractors ("Local Agency or District Contractors") to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the Local Agency or District Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to Local Agency or District Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the Local Agency or District Contractors against PG&E.

Electric Sample Form No. 79-1195 Sheet 1

Eligible Low Income Development Virtual Net Energy Metering (NEMVMASH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less

Please Refer to Attached Sample Form

(Continued)

ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEMVMASH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

This *Eligible Low Income Development Virtual Net Energy Metering (NEMVMASH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less*, (Agreement) is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate solar electric generation for the Customer-Generator or designated agent of the Customer-Generator sized no larger than for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEMVMASH) but with a maximum total size of no larger than one MW or 1,000 kW (Renewable Electric Generation Facility) that is located at a Single Delivery Point[1] with other individually metered PG&E Benefitting Accounts the will be allocated the benefits of the Renewable Electric Generation Facility as described in NEMV, that meets all the applicability requirements in Schedule NEMV, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System

The purpose of this Agreement is to allow the Customer-Generator to interconnect solar electric generation with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEMVMASH. Customer-Generator has elected to interconnect and operate its solar electric Generation in parallel with PG&E's Electric System, to offset part or all of the Eligible Low Income Development's own electrical requirements at the affiliated service points. Customer-Generator shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

[1] 1 Customer-owned line extensions that deliver power to other meters on the same property are not considered separate SDPs.

Electric Sample Form No. 79-1196 Sheet 1

Virtual Net Energy Metering (NEMV) Interconnection Agreement
for Solar (PV) or Wind Generation Totaling 1 MW or Less

Please Refer to Attached
Sample Form

(Continued)

VIRTUAL NET ENERGY METERING (NEMV) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

This *Virtual Net Energy Metering (NEMV) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less*, (Agreement) is entered into by and between _____ _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a multi-tenant or multi-meter Eligible NEMV installation on a single Premises, as defined in Electric Rule 1 for the Customer-Generator or designated agent of the Customer-Generator who interconnects a single solar photovoltaic and/or wind generating facility (Renewable Electric Generation Facility) sized no larger than 1 MW for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEMV) of the past year that is on a single Premises, as defined in Electric Rule 1 [1] with other individually metered PG&E Benefitting Accounts that will be allocated the benefits of the Renewable Electric Generation Facility as described in NEMV, that meets all the applicability requirements in Schedule NEMV, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Electric System.

The purpose of this Agreement is to allow the Customer-Generator to interconnect the Renewable Electric Generation Facility with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEMV. Customer-Generator has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Electric System, primarily to offset part or all of the NEMV Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service. Customer-Generator shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Generating Facility's expected date of Initial Operation is _____

The expected date of Initial Operation shall be within two years of the date of this Agreement.

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.

[1] From Electric Rule2, a PREMISES is defined as all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served.

Electric Sample Form No. 79-1197 Sheet 1
Local Government Renewable Energy Self-Generation
Bill Credit Transfer (RES-BCT) Re-Allocation Request

Please Refer to Attached (N)
Sample Form (N)

(Continued)

LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) RE-ALLOCATION REQUEST

This LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) REALLOCATION REQUEST allows for a Local Government to request changes to their existing RES-BCT Arrangement in accordance with Rate Schedule RES-BCT. Account reallocation may not occur more frequently than once per year and upon providing PG&E with a minimum of 60 days' notice. Once complete, please submit this form to the Local Government's assigned PG&E Customer Care Representative.

Complete the information below:

Date	
Local Government Name	
Contact Name	
Contact Title	
Contact Phone	
Contact Email	
Address	
City, State, Zip Code	

#	**Account Type** ***(Required)***			**Account Address** ***(Required)***	**PG&E Service Agreement Number** ***(Required)***	**Otherwise Applicable Rate Schedule** ***(Required)***	**Bill Credit Allocation Percentage** (to the nearest whole percentage) ***(Required)***
	Generator Account	Benefiting Account	Designated Account Check *only one* account Must not be a generator account				
1	❑	❑	❑				
2	❑	❑	❑				
3	❑	❑	❑				
4	❑	❑	❑				

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Automated Document, Preliminary Statement Part A

Electric Sample Form No. 79-1198-02 Sheet 1
Interconnection Agreement for Net Energy Metering (NEM2) and
Renewable Electrical Generating Facility Sized Greater than 1,000 kW

Please Refer to Attached
Sample Form

(Continued)

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).

Electric Sample Form No. 79-1199 Sheet 1
Agreement and Customer Authorization
Non-Export Standalone Energy Storage of 30 Kilowatts or Less

Please Refer to Attached (N)
Sample Form (N)

(Continued)

AGREEMENT AND CUSTOMER AUTHORIZATION
Non-Export Stand-Alone Energy Storage of 30 Kilowatts or Less

1. SCOPE AND PURPOSE

The purpose of this *Non-Export Stand-Alone Energy Storage of 30 Kilowatts or Less Agreement* (Agreement) is to allow the Customer identified below to interconnect and operate a Non-Export Energy Storage Generating Facility (Generating Facility) in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System. Customer has elected to interconnect and operate its Generating Facility to serve the electrical loads connected to the electric service agreement ID identified below. 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).

2. CUSTOMER AND GENERATING FACILITY

a. 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'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 Customer as Appendix A).

b. Generating Facility identification number: _____ (Assigned by PG&E).

c. Customer's electric service agreement ID number: _____ (Assigned by PG&E).

d. Customer 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: _____

e. The Gross Nameplate Rating of the inverter connected to the Generating Facility is: _____ kW.

f. The Net Nameplate Rating of the Generating Facility is _____ kW.

g. The expected annual energy production of the Generating Facility is _____ kWh.

3. DOCUMENTS INCLUDED; DEFINED TERMS

a. 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 Customer).

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 - Operating Requirements for Energy Storage Device(s).

Electric Sample Form No. 79-1200
Rule 21 Generator Interconnection
Agreement for Exporting Generating Facilities

Sheet 1

Please Refer to Attached
Sample Form

(N)
(N)

(Continued)

RULE 21

GENERATOR INTERCONNECTION AGREEMENT

FOR

EXPORTING GENERATING FACILITIES

BETWEEN

PACIFIC GAS AND ELECTRIC COMPANY

AND

[CUSTOMER NAME]

FOR PROJECT:

[Project Name]

[City, State Zip]

[PG&E Log I.D]

[Queue# XXXX-RD]

Electric Sample Form No. 79-1204
Pilot Pedestal Program Application

Sheet 1

Please Refer to Attached
Sample Form

(Continued)

PILOT PEDESTAL PROGRAM APPLICATION FORM 79-1204

_____ (Customer Name), AN INDIVIDUAL (Applicant) has requested **PACIFIC GAS AND ELECTRIC COMPANY (PG&E),** a California corporation to perform the tariff schedule related work as located and described in paragraph 11 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials, and related facilities required therefore, subject to the following conditions:

1. Participation in the PG&E pilot pedestal program is limited to the following residential customers:

    a. Property owner is requesting temporary service for a property that was impacted by the Camp Fire and is located in a residential area where PG&E plans to underground services.

    b. Service can be fulfilled with a 125 amp service pedestal.

    c. Temporary service is requested before PG&E completes planned undergrounding of distribution assets in the area where the property is located.

2. Whenever part or all the requested work is to be furnished or performed upon property other than that specified in the Application, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to PG&E.

3. Applicant shall be responsible to pay all taxes applicable to receiving the asset and service provided through this contract.

4. Property owner must file an application for temporary service with PG&E that qualifies for a fee waiver due to a disaster under PG&E's Electric Rule 13. In order to properly track this request, the property owner cannot receive this free asset and service if they have another party (i.e. contractor) apply for service on their behalf.

5. PG&E shall not incur any expenses associated with the removal or retirement of the assets provided in this contract after installation is complete. Exceptions are when the customer changes to permanent service. At the time permanent service is installed PG&E will disconnect the service pedestal on behalf of the customer and leave the service pedestal on the property. Customer retains ownership of the pedestal and any connections made to the pedestal. If the customer does not switch to permanent service, PG&E is not responsible for removal of the service pedestal.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-1205 Sheet 1
Gift Payment Form

Please Refer to Attached
Sample Form

(Continued)

Give the gift of energy

Help pay someone's bill

The process is simple

To get started please decide on the specific amount you'd like to pay. Complete this form, print it out and include it with your check or money order made payable to PG&E. Please note that for security reasons, we cannot share specific account information such as amount past due, or status of an account.

Items in **BOLD** are required

Purchaser Information

Your first and last name

Your phone number

Your street address

Apartment #

City

State

Zip code

Your email address

Gift Payment Recipient Information (list all known information)

Street address for payment

Apartment #

City

State

Zip code

First and last name on account

$

Amount of payment

Alternative name

Phone number on account

If you provide an email address below, we will send your recipient an email notice instead of a letter regarding this gift.

Recipient email address

Submit your order

By mail

Please make **checks payable to PG&E** and indicate **"Energy Giving Payment"** in the memo line. **Do not mail cash.**

Mail your check, along with the completed form to:

PG&E, ATTN: Energy Giving Payment
P.O. Box 997300
Sacramento, CA 95899-7300

In-person

Visit one of our local **Customer Service Offices**. To find a local office visit **pge.com/mypaycenter**.

Fill out a completed form and include your form of payment (cash, checks, money orders, traveler's checks and cashier's checks). There is no payment service charge. Please note valid identification may be required.

Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at **pge.com/privacy**.

*Gift payments are not tax deductible or anonymous. Your name will appear on the on the notice to the gift payment recipient, as written in the Purchaser Information section of this form.

Payments made by cash or cash equivalents are subject to Internal Revenue Service reporting requirements (IRS Code 6050I) and payors may need to complete IRS form 8300.

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These offerings are funded by California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission.

Advice 4350-G/6050-E
79–1205 Feb 2021

Electric Sample Form No. 79-1206-02 Sheet 1

Eligible Low-Income Development Virtual Net Energy Metering (NEM2VSOM) Interconnection Agreement For The Solar On Multifamily Affordable Housing (SOMAH) Program With Solar Generation Totaling 1 Mw Or Less

Please Refer to Attached
Sample Form

(Continued)

ELIGIBLE LOW-INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VSOM) INTERCONNECTION AGREEMENT FOR THE SOLAR ON MULTIFAMILY AFFORDABLE HOUSING (SOMAH) PROGRAM WITH SOLAR GENERATION TOTALING 1 MW OR LESS

This *Eligible Low-Income Development Virtual Net Energy Metering (NEM2VSOM) Interconnection Agreement for Solar on Multifamily Affordable Housing (SOMAH) Program with Solar Generation Totaling 1 MW or Less*, (Agreement) is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate solar electric generation for the Customer-Generator or designated agent of the Customer-Generator sized no larger than for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEM2VSOM).

The purpose of this Agreement is to allow the Customer-Generator to interconnect solar electric generation with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEM2VSOM. Customer-Generator has elected to interconnect and operate its solar electric Generation in parallel with PG&E's Electric System, to offset part or all of the Eligible Low-Income Development's own electrical requirements at the affiliated service points. Customer-Generator shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Generating Facility's expected date of Initial Operation is _____.

The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Electric Sample Form No. 79-255 Sheet 1
Agreement for Installation or Allocation of Special Facilities

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION
- ☐ Applicant
- ☐ Division
- ☐ Customer Operations
- ☐ Plant Accounting
- ☐ Customer Billing

REFERENCE
_____
_____
_____
_____

AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES

At the request of _____ (Applicant), PACIFIC GAS AND ELECTRIC COMPANY (PG&E) hereby agrees, as an accommodation, to install at the Applicant's expense within a reasonable time, or allocate for Applicant's use at

_____

_____

State of California, certain facilities consisting of _____(Special Facilities), at an estimated total additional installed cost of $ _____ over and above the cost of standard facilities which PG&E would normally provide or allocate for regular service in accordance with its tariffs on file with and authorized by the California Public Utilities Commission (Commission), subject to the following terms and conditions:

1. Applicant shall pay to PG&E, on demand and in advance of construction by PG&E, the initial sum of:

   (a) $ _____ (Advance) which consists of a credit of $ _____ for that portion of the facilities provided by and conveyed to PG&E by the Applicant, and Applicant's payment of $ _____ representing PG&E's additional costs for Special Facilities; plus,

   (b) $ _____ (Rearrangement) a non-refundable amount representing PG&E's cost of rearranging existing facilities to accommodate the installation of the Special Facilities.

2. Applicant shall also pay to PG&E, in addition to the monthly rates and charges for service, at the option of PG&E, either:

   (a) A monthly charge for the Special Facilities of $ _____ (Cost of Ownership Charge) representing the continuing ownership costs of the Special Facilities (_____% per month) as determined in accordance with the applicable percentage rate established in the Special Facilities section of PG&E's applicable Gas or Electric Rule No. 2, copy attached; or,

   (b) $ _____ (Equivalent One-Time Payment) which is the present worth of the monthly ownership costs (%) for the Special Facilities in perpetuity. Refunds and adjustments, if any, of the Advance and Equivalent One-Time Payment will be made in accordance with paragraph 13. Interest at the rate of _____% annually will be added to the unamortized balance of the Equivalent One-Time Payment on each anniversary of the date the Special Facilities are first made available, as such date is established in PG&E's records, before the current year's Cost of Ownership Charges are deducted.

   The monthly Cost of Ownership Charge shall commence on the date the Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date.

3. The annual ownership cost used to determine the Equivalent One-Time Payment or used to determine the monthly charges in paragraph 2 above shall automatically increase or decrease without formal amendment to this agreement if the Commission should subsequently authorize a higher or lower percentage rate for monthly costs of ownership for Special Facilities as stated in Rule No. 2, effective with the date of such authorization. Thereafter, such revised annual ownership cost shall also be used to determine the unamortized balance of the Equivalent One-Time Payment, as provided in paragraph 13.(a).

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-280 Sheet 1

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or
Electrical Standby Service (Electric Rules 2 and 21)

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

- ☐ Applicant
- ☐ Division,
- ☐ Const. Accounting
- ☐ Accounting Ops
- ☐ Tariff Interpretation

REFERENCES

QF Log #:_____

GM/WO #:_____

Premises #:_____

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of NonUtility-Owned Generation and/or Electrical Standby Service[1] (Electric Rules 2 and 21)

At the request of _____, (Applicant), **PACIFIC GAS AND ELECTRIC COMPANY (PG&E)** hereby agrees to furnish at Applicant's expense within a reasonable time certain facilities consisting of _____ (Special Facilities). Such Special Facilities are expected to be necessary on or about _____ for the interconnection of Applicant's electric generating plant with PG&E's system and/or PG&E's delivery of electrical standby service to Applicant's premises at _____, County of _____, State of California.

1. This Agreement includes Appendix A, Detail of Special Facilities Charges, which is attached and incorporated herein by reference. Appendix A may be revised or superseded by mutual written agreement and without formal amendment of the remainder of this agreement.

2. Applicant shall pay PG&E, on demand prior to commencement of any work by PG&E, an initial charge equal to the sum of the amounts which are specified in Appendix A.

3. Applicant also shall pay PG&E any applicable monthly rates and charges for service under PG&E's tariff schedules plus an ownership charge, either (a) or (b) below as specified in Appendix A, namely:

   (a) COST-OF-OWNERSHIP CHARGE representing PG&E's continuing monthly cost of financing (if applicable), owning and maintaining Special Facilities; or

   (b) An EQUIVALENT ONE-TIME CHARGE which is equal to the present worth of the monthly COST-OF-OWNERSHIP CHARGE in perpetuity. The COST-OF-OWNERSHIP CHARGE shall commence on the date Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date. The EQUIVALENT ONE-TIME CHARGE (if applicable) shall be payable by Applicant to PG&E on demand.

4. The ownership charge set forth in paragraphs 3(a) or 3(b) herein is determined in accordance with the applicable percentage rates established in the Special Facilities section of PG&E's electric Rule 2, copy attached. Should the California Public Utilities Commission (Commission) subsequently authorize higher or lower percentage rates, the monthly COST-OF-OWNERSHIP CHARGE shall automatically increase or decrease without formal amendment to Appendix A as of the effective date of the Commission's authorization.

5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:

   (a) the right to make such installation on Applicant's premises along the shortest practical route thereon with sufficient legal clearance from all structures now or hereafter erected on Applicant's premises; and

   (b) the right of ingress and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of Special Facilities.

6. Where formal rights of way or easements are required on or over property of Applicant or the property of others for the installation of Special Facilities, Applicant agrees that PG&E shall obtain them at Applicant's expense, or if Applicant and PG&E agree otherwise, Applicant shall obtain any necessary permanent rights of way or easements, satisfactory to and without cost to PG&E.

7. PG&E shall not be responsible for any delay in completion of the installation of Special Facilities resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or regulatory agency, delay in obtaining necessary rights of way and easements, acts of God, or any other cause or condition beyond the control of PG&E, nor shall PG&E be liable for incidental, indirect, special, punitive, or consequential damages for any such delay. PG&E shall have the right, if for one of the above reasons it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction, hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control. In any event, PG&E's total liability for any delay in the completion of the installation of Special Facilities shall not exceed the amount of Special Facilities Charges paid by Applicant.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-285 Sheet 1
Special Agreement for Electrical Standby Service

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

DISTRIBUTION
- ☐ Customer
- ☐ Division
- ☐ Tariff Interpretation
- ☐ Customer Relations
- ☐ Electric Billing Solutions

REFERENCES

QF Log #:_____

Premises #:_____

CDx/Acct#:_____

_____

This is an agreement between Pacific Gas and Electric Company (PG&E), a California corporation, and _____ (Customer), a(n) _____. This agreement will be herein referred to as "Agreement".

Customer has requested PG&E to provide standby service at Customer's premises at _____, County of_____ California, under one of the standby options designated below:

[ ] **Option 1 – PG&E Standby Through Non-PG&E Supply Facilities –** Standby service for customers whose supply requirements would otherwise be delivered through PG&E owned facilities (including Independent System Operator controlled transmission facilities), are regularly and completely supplied through facilities not owned by PG&E.

The non-utility owned generating facilities have a total rated capacity of approximately _____kVA.

All PG&E power deliveries will be made under Schedule S or Schedule SB -- *Standby Service*.

[ ] **Option 2 – PG&E Standby When Service is from Another Utility –** Standby service for customers who regularly take electric service from another public utility but desire PG&E to reserve its generation, transmission or distribution capacity for their use:

Customer currently is supplied regular electric service from another utility's generation, transmission, or distribution system; Customer may be alternately served by PG&E by means of a double-throw switch. Both PG&E and the other utility have consented to this arrangement. Customer's maximum demand from electric equipment on his premises is _____kW.

All PG&E power deliveries will be made under Schedule S or Schedule SB.

This option is closed to all new customers after January 19, 2001.

[ ] **Option 3 – PG&E Standby for Non-Continuous/Irregular PG&E Supply –** Standby service for customers who require PG&E to reserve transmission or distribution capacity and stand ready at all times to deliver electricity on an irregular or non-continuous basis:

Customer has a) a premise which is normally, in part but not in whole, served by non-utility owned generation facilities with a total rated capacity of less than 50 percent of Customer's maximum demand for that premise, or b) a premise which qualifies for back-up service under the provisions of Special Condition 7 of Schedule S or Schedule SB (See Option 4) but chooses not to elect Option 4 or currently lacks the necessary on-site metering to bill Option 4 properly, or c) electrical equipment

Electric Sample Form No. 79-702 Sheet 1

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or
Electrical Standby Service -- APPENDIX A - Detail of Special Facilities Charges

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

- ☐ Division
- ☐ Customer
- ☐ Customer Billing
- ☐ Accounting Ops.
- ☐ Tariff Interpretation

REFERENCES

_____
_____
_____
_____

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service*

APPENDIX – A
Detail of Special Facilities Charges

Dated:_____

I. Applicability

The application of charges specified herein are pursuant to the provisions of this Agreement between_____ _____ (Applicant) and Pacific Gas and Electric Company (PGandE) and shall be a part thereof and in effect until superseded by mutual written agreement.

II. Initial Charge

A. Net cost of all Special Facilities $_____

B. Less the cost of "removable and reusable" Special Facilities which are provided, installed and financed by PGandE pursuant to Rule No. 21 $(_____)[1]

C. ADVANCE equal to PG&E's estimated installed Cost of Special Facilities which are financed by Applicant, including in lieu of cash payment, a credit for that portion of Special Facilities furnished and deeded to PG&E by Applicant (line A + line B) $(_____)[1]

D. Less PG&E's estimate of the cost of Special Facilities provided, installed and deeded to PG&E by Applicant (includes costs of design and administration by PG&E) $(_____)

E. Plus the costs of design, administration and inspection by PG&E of Special Facilities provided, installed and deeded to PG&E by Applicant $_____

F. Plus REARRANGEMENT CHARGE which is equal to PG&E's estimated cost of rearranging existing facilities to accommodate the installation of Special Facilities $_____

G. Plus CIAC Tax if applicable (line C + line E+ line F x Applicable CIAC Tax[2] of (_____%) $_____

H. Initial Charge (does not include monthly Cost-of-Ownership Charge--see below $_____

III. Installed Cost of PGandE's Existing Facilities Allocated to Applicant's Use $_____[1]

---

* 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.

[1] Used in calculation of the monthly COST OF OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE.

[2] See the Income Tax Component of Contribution Provision in the Electric Preliminary Statement for the current applicable CIAC tax rate.

† Information collected on this form is used in accordance with PG&E's Privacy Polic
The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-726 Sheet 1
Electric Standby Service Log Sheet Schedule S

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

REFERENCE:
_____
_____
_____
_____

ELECTRIC STANDBY SERVICE
LOG SHEET – SCHEDULE S OR SB

Date:_____

Customer:_____

Account ID:_____

Service Agreement ID:_____

Meter Reading Schedule:_____

Generator Location:_____

Name of person completing this form:_____

Telephone #:_____

Email Address:_____

The **Electric Standby Service Log Sheet**, when completed by the customer, is for PG&E's use in administering the adjustment of monthly maximum demand charges in accordance with the terms and conditions of your otherwise applicable rate schedule. To ensure that qualifying adjustments are applied to the next regular billing of electric service, ***this Electric Standby Service Log Sheet should be submitted no later than one (1) day following PG&E's meter reading date via:***

- ***Email:*** *CBStandbyLog@exchange.pge.com, OR*
- ***Fax:*** *(415) 973-5155, OR*
- ***Mail:*** Pacific Gas and Electric Company
  Attn: CB Standby Support
  P.O. Box 770000, Mail Code B12C
  San Francisco, CA 94177-0001

[To determine the date your meter will be read, find your serial "letter" on the detail pages of your bill and use PG&E's Meter Reading Schedule (https://www.pge.com/en_US/residential/save-energy-money/analyze-your-usage/your-usage/view-and-share-your-data-with-smartmeter/reading-the-smartmeter/meter-reading-schedule.page)].

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-753 Sheet 1
Compressed Natural Gas Fueling Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

COMPRESSED NATURAL GAS FUELING AGREEMENT

DISTRIBUTION

- ☐ Customer
- ☐ Gas Billing Solutions (Original)
- ☐ Division Billing Analyst
- ☐ NGV Customer Service

REFERENCES

SA#:_____

Account#:_____

NGV Customer Service Rep:_____

NGV Customer Service Contact # 1-800-684-4648

GENERAL

1. This Agreement, between Pacific Gas and Electric Company (PG&E), a California corporation, and _____(Customer), a(n) _____, is for compressed natural gas (CNG) for fueling of motor vehicles.

2. Customer agrees to purchase and PG&E agrees to provide CNG pursuant to the terms of this Agreement and to experimental rate Schedule G-NGV2, or its successor.

3. Customer agrees to provide a written list of all vehicles, including make, model, year, and vehicle identification number, which will be using CNG. The Customer agrees to notify PG&E if any of the vehicles are taken out of service, no longer fueled by CNG, or other vehicles converted to use CNG.

4. This Agreement includes Exhibit A (Certificate of Instruction for Fueling Natural Gas Vehicles) and Exhibit B (Certificate of Inspection for Compressed Natural Gas Vehicle Fuel System). All Exhibits are incorporated into and made a part of this Agreement. Exhibits may be amended from time-to-time in accordance with this Agreement. All applicable PG&E gas rules in effect at the time of execution and any amendments thereto during the term of this Agreement are incorporated in this Agreement by reference.

5. Both Customer and PG&E agree to abide by the terms of the above rate Schedule and its successor, as well as all effective rules in PG&E's gas tariffs.

FUELING LOCATION

6. PG&E will provide locations for fueling of Customer's vehicles. All fueling will be provided at designated PG&E fueling stations where excess capacity is available. Customer agrees to obey posted speed limits and to operate their vehicles in a safe manner at refueling locations.

7. Customer access time shall be mutually arranged.

8. Fueling will be accomplished using the fast-fill CNG dispensing system. Customer will be provided one (1) card key per vehicle which will be used to initiate fueling. Customer will be held responsible for the safe keeping of the card key and may be charged for replacement of said card key if it is lost or stolen. It shall be the responsibility of the Customer to notify PG&E immediately if said key card is lost or stolen.

9. Training certification will be required for each new account individual who may fuel a natural gas vehicle. Each operator shall be responsible for completing a Certificate of Instruction for Fueling Natural Gas Vehicles (Exhibit A) or for completing a comparable fueling-instruction session verified and approved by PG&E.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-755 Sheet 1

Agreement for Transportation of Natural Gas for Compression as a Motor-Vehicle Fuel

Please Refer to Attached
Sample Form

AGREEMENT FOR TRANSPORTATION OF NATURAL GAS FOR COMPRESSION AS A MOTOR-VEHICLE FUEL

GENERAL

1. This Agreement, between Pacific Gas and Electric Company (PG&E), a California corporation, and _____(Customer), a(n) _____ is for natural gas service for compression for use as a motor-vehicle fuel at Customer's premises located at: _____
(street, city, state, and zip code)

2. Customer agrees to purchase and PG&E agrees to provide natural gas service pursuant to the terms of this Agreement and to experimental-rate Schedule G-NGV1, or its successor.

3. This Agreement includes, where applicable, Exhibit A (Rate Schedule G-NGV1 Customer Communications). The Exhibit is incorporated into and made a part of this Agreement. The Exhibit may be amended from time to time in accordance with this Agreement. Attached to this Agreement, for illustrative purposes, are all applicable PG&E gas rules and rate schedules in effect at the time of this Agreement execution.

4. Both Customer and PG&E agree to abide by the terms of the above rate Schedule and its successor, as well as all effective rules in PG&E's gas tariff schedules.

FACILITIES

5. PG&E shall not be obligated to furnish facilities in addition to standard metering and pressure regulating equipment to provide service under rate Schedule G-NGV1. Where additional facilities are required, they will be treated as special facilities in accordance with PG&E's gas Rule 2, Description of Service.

6. Delivery of natural gas shall be at the point where pipes owned, leased or under license by Customer contact PG&E's pipes.

BILLING

7. PG&E will bill customer at the applicable rate(s) set forth above for the total natural gas service during the billing period.

8. PG&E will send the Customer's bill to the address specified in Exhibit A. After service has been initiated, the billing addresses may be modified by calling PG&E's NGV Support Team at 1-800-684-4648.

Gas Sample Form No. 79-756 Sheet 1
Natural Gas Service Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

NATURAL GAS SERVICE AGREEMENT

DISTRIBUTION
- ☐ Customer
- ☐ Division ES&S
- ☐ Tariff Interpretations
- ☐ Gas Billing Solutions
- ☐ _____
- ☐ _____

REFERENCES
Tansp.ID.#:_____
Account ID#:_____
SA#:_____
Other Agmts:_____
_____
CRM:_____
CRM. Phone:_____
D&B # or Taxpayer ID: _____

GENERAL

1. This Natural Gas Service Agreement (NGSA), between Pacific Gas and Electric Company (PG&E), a California Corporation, and _____ (Customer), a(n) _____, (together referenced as "Parties"), is for gas service to (service address): _____

2. Customer agrees to pay for, and PG&E agrees to provide, natural gas service in accordance with the provisions of this NGSA, attached exhibits, and the applicable PG&E gas rate schedule(s) and rules, as approved by the Public Utilities Commission of the State of California (CPUC).

3. This NGSA includes, where applicable, Exhibit A (A.1, A.EG, A.NGV4, A.WSL, A.LNG (Rates and Metering Information)), Exhibit B (Contract Quantities), Exhibit C (Scheduling and Operations Data), and Exhibit D (Customer Contact and Billing Addresses). All applicable Exhibits are incorporated into and made a part of this NGSA. Exhibits may be amended from time to time in accordance with this NGSA.

4. Attached to this NGSA are applicable PG&E gas rate schedule(s) and rules in effect at the time of NGSA execution. Both Parties agree to abide by the provisions of the applicable rate schedule(s), as amended or their successor rate schedules, as well as all applicable PG&E gas rules and gas tariff schedules, as may be amended from time to time.

TERM

5. This NGSA shall be effective upon the date that both Parties have executed the agreement, or on _____ (specify effective date). The initial term of this NGSA, unless otherwise specified in Exhibit A, will be twelve (12) months unless Customer ceases to take gas service at the facility served by this NGSA. After twelve (12) months, this NGSA will continue on a month-to-month basis unless terminated by Customer upon thirty (30) days' prior written notice to PG&E, or unless terminated by PG&E upon the approval of or an order by the CPUC. Termination by the Customer will take effect on the first day of the calendar month that occurs at least thirty (30) days after notification, unless otherwise agreed by PG&E. This NGSA will also terminate if Customer's gas use no longer qualifies for the rate schedule(s) specified in Exhibit A.

RATES AND CONTRACT QUANTITIES

6. The rate(s) to be charged for all natural gas service under this NGSA shall be specified in Exhibit A.

7. Contract quantities for all service under this NGSA are specified in Exhibit B.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-757 Sheet 1
Natural Gas Service Agreement Modification Revised Exhibits

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

NATURAL GAS SERVICE AGREEMENT MODIFICATION REVISED EXHIBITS*

DISTRIBUTION

- ☐ Customer (Original)
- ☐ Tariff Interpretation (Original)
- ☐ Division (Copy)
- ☐ Gas Billing Solutions (Copy)

REFERENCES

Transp.ID #:_____

A Account # :_____

Account Rep:_____

Rep. Co. Phone:_____

Rep. External Phone: _____

Corp. Acct Rep Name: _____

Corp. Acct Rep Phone: _____

The Exhibits to the Agreement dated _____, between Pacific Gas and Electric Company (PG&E), a California Corporation, and _____ _____ (Customer), have been revised. The attached Exhibit(s) replace and supersede the Exhibits listed below, and are to be effective _____(effective date).

[ ] Exhibit A.1 (Rates and Metering Information)

[ ] Exhibit A.2 (Negotiated Terms and Conditions)

[ ] Exhibit EG (Rates and Metering Information)

[ ] Exhibit A.EG-NEG (Negotiated Terms and Conditions)

[ ] Exhibit A.WSL (Rates and Metering Information)

[ ] Exhibit A.NGV4 (Rates and Metering Information)

[ ] Exhibit B (Contract Quantities)

[ ] Exhibit C (Scheduling and Operations Data)

[ ] Exhibit D (Customer Contact and Billing Addresses)

by (For Customer)	(for Pacific Gas and Electric Company)
_____	_____
(Signature)	(Signature)
_____	_____
(Name)	(Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

* 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-759 Sheet 1
Supplemental Agreement for As-Available Capacity

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

SUPPLEMENTAL AGREEMENT FOR AS-AVAILABLE CAPACITY

DISTRIBUTION

- ☐ Applicant
- ☐ Division
- ☐ ES&S
- ☐ _____

REFERENCES

_____
_____
_____
_____

This supplemental agreement is made between _____ (Applicant), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and shall be made part of the_____ (Agreement), dated _____ between these two parties.

RECITALS:

Applicant recognizes that PG&E is required by its California Public Utilities Commission (Commission) authorized tariffs to design its gas and electric facilities to provide adequate capacity to meet the maximum demands of Applicant's loads during normal, non-emergency, conditions. It is also understood that to achieve this degree of service reliability at Applicant's business facility, which is located at_____ _____(Site), reinforcement work must be done to PG&E's existing system at a substantial cost to both parties. Therefore, PG&E and Applicant agree as follows:

AGREEMENT:

1. In lieu of reinforcing PG&E's existing system to fully accommodate loads at Site, Applicant agrees to accept a lower level of service reliability than would normally be available if PG&E's design criteria was met. This decreased reliability may manifest itself through the curtailment or interruption of gas or electric supply to the Applicant.

2. PG&E's ability to serve Applicant's load will be determined by Equipment which, at all times, will limit the gas or electric demand supplied to the Site to the capacity immediately available on PG&E's system. Equipment will be installed at Applicant's expense and as a special facility (Form 79-255). PG&E system conditions that will cause the Equipment to operate are set forth as follows:
   _____
   _____
   _____
   _____
   ____ Applicant may be subject to additional curtailments as provided by PG&E's gas and electric Rule 14 and Agreement.

3. Applicant understands that all of the conditions and provisions specified in other agreements with PG&E remain in effect and that interruption or curtailment, due to the presence of the Equipment, does not excuse any of the charges associated with their applicable rate schedules.

4. Applicant agrees that PG&E is not liable for any physical damage or property damage caused by the presence or operation of the Equipment.

5. Termination of either this supplemental agreement or the original Agreement shall constitute the termination of both, with Applicant being subject to any applicable minimum or termination charges as specified in the tariffs or Agreement.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-762 Sheet 1
Imbalance Trading Form for Schedule G-BAL Service

Please Refer to Attached
Sample Form

IMBALANCE TRADING FORM FOR SCHEDULE G-BAL SERVICE*

Refer to Schedule G-BAL for imbalance trading rules. Fill in data below, as applicable.
Please type or print legibly.

Date:_____

	Source Account (Customer Providing Gas)	**Destination Account (Customer Receiving Gas)**
Customer Name:	_____	_____
Marketer or CTA ID:	_____	_____
Storage ID:	_____	_____
Premises Number:	_____	_____
Imbalance Quantity for Trade (Therms):	_____	_____
Month of Imbalance:	_____	_____
The undersigned is (please check one):	__ **Customer** __ **Agent**	__ **Customer** __ **Agent**
Signature:	_____	_____
Name:	_____	_____
Title:	_____	_____
Company Name:	_____	_____
Telephone Number:	_____	_____
Fax Number:	_____	_____

This form must be e-mailed, mailed or faxed to PG&E at the following address:

Pacific Gas and Electric Company
Attn: xxxxxxxxxx
(Address)

(City, State and Zip Code)
Fax: (xxx) xxx-xxxx
e-mail: xxx@pge.com

It is the sole responsibility of each Customer to ensure this form is received at the above address by the trading period deadline.

* This form 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-788 Sheet 1

Agreement for Adjustment for Natural Gas Energy Efficiency Measures

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

AGREEMENT FOR ADJUSTMENT FOR NATURAL GAS ENERGY EFFICIENCY MEASURES

DISTRIBUTION
- ☐ Customer
- ☐ Cust. Billing (Original)
- ☐ ES&S
- ☐ Tariff Interpretations

REFERENCES
SA#:_____
Account#:_____
PG&E Rep:_____

PARTIES

This AGREEMENT is by and between PACIFIC GAS & ELECTRIC COMPANY, a California corporation (PG&E), and_____ (Customer), collectively herein referred to as "Parties." Parties agree as follows:

RECITALS

Subsequent to January 1, 1992, certain energy efficiency measures (Efficiency Measures) have been implemented at Customer's business facility, located at _____(Facility), which is currently being billed for gas service under rate Schedule _____ and the account number referenced above.

These Efficiency Measures include the following:
_____
_____
_____
_____
_____
_____
_____

These Efficiency Measures have resulted in a permanent natural gas usage and/or demand reduction hereinafter termed "Efficiency Adjustment," at the facility in the following amount: (Choose only those that are applicable.)

_____ average monthly therms and/or,

_____ Mcf per day and/or,

_____ annual therms.

The natural gas usage and/or demand reduction resulting from Efficiency Measures has been verified, and attested to, at Customer's expense, by a professional engineer registered in the State of California (unless otherwise waived by PG&E).

AGREEMENT

The natural gas usage and/or demand reduction described in this Agreement may cause Customer's usage or demand to fall below the minimum qualifying amount required for Customer to remain on Schedule _____ or its successor schedule.
Such a change in Customer's applicable rate schedule may result in Customer's average rate for natural gas average monthly usage to increase, creating a disincentive for Customer to implement and maintain Efficiency Measures.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-796 Sheet 1
Notice of Gas Storage Inventory Transfer

Please Refer to Attached
Sample Form

NOTICE OF GAS STORAGE INVENTORY TRANSFER*

(Please Type or Print Legibly)

	SELLING CUSTOMER	**BUYING CUSTOMER**
Customer Name:		
Exhibit No:		
Authorized Representative:		
Signature:		
Title:		
Date:		
Telephone Number:		
Inventory Quantity Transferred (Therms)		
Date of Inventory Transfer[1]		

FOR PACIFIC GAS AND ELECTRIC COMPANY

Authorized Representative:_____

Title:_____

Signature:_____

Date:_____

This form must be faxed or e-mailed to PG&E as follows:

Fax No. (925) 244-3544; e-mail: CGTServicesX@pge.com

* This form 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.

[1] It is the sole responsibility of each Customer to ensure this form is received by PG&E before the trading date requested.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-845 Sheet 1
Core Gas Aggregation Service Agreement

Please Refer to Attached
Sample Form

CORE GAS AGGREGATION SERVICE AGREEMENT

This Core Gas Aggregation Service Agreement (CTA Agreement or Agreement) is made by and between Pacific Gas and Electric Company (PG&E), a California Corporation, and_____, to be known as a Core Transport Agent (CTA). PG&E and CTA are collectively herein referred to as "Parties" and individually as "Party." CTA requests that PG&E provide Core Gas Aggregation Service to CTA on behalf of its Core Transport Group (Group). CTA shall be considered an Agent for the Group, and for individual Group members, who are Core End-Use Customers receiving transportation service and who have selected the CTA as their gas supplier, pursuant to Schedule G-CT.

The CTA agrees to abide by the applicable sections of PG&E's tariffs as well as the terms and conditions stated in this Agreement and Attachments hereto. The Attachments described below are hereby made a part of this Agreement and specify terms and conditions of Core Gas Aggregation Services provided by PG&E pursuant to its tariffs, including Schedule G-CT, and gas Rules 23 and 25.

TERM OF AGREEMENT

This Agreement will become effective as of_____(Effective Service Date) and will remain in effect unless terminated by the CTA or PG&E in accordance with this Agreement, Schedule G-CT and/or gas Rules 23 and 25.

ATTACHMENTS

A. Customer Authorization for Core Gas Aggregation Service (Authorization). Attachment A provides one method by which CTA may obtain authorization from a Core End-Use Customer to act on the Customer's behalf to provide Core Gas Aggregation Service.

B. Core Transport Group Summary (Group Summary). This Attachment is no longer in use.

C. Allocation of Firm Pipeline Capacity (Pipeline Capacity Allocation). In accordance with Schedule G-CT, the CTA will be offered an allocation for each month in the capacity allocation period, of a pro rata share of the firm pipeline capacity contracted for and held by PG&E for its Core Customers on the Gas Transmission – Northwest Corporation (GTN), Foothills Pipe Lines Ltd. (Foothills), NOVA Gas Transmission Ltd. (NGTL), PG&E's Backbone Transmission System paths, Ruby Pipeline, El Paso Natural Gas Company, Kern River Gas Transmission, and Transwestern Pipeline Company (each of which is a Pipeline and, collectively, the "Pipelines"), which will be identified in Attachment C of this Agreement. If CTA has multiple CTA Agreements, the allocated volumes for Attachment(s) C with the same term will be combined and considered as one direct allocation with the Pipelines, unless otherwise agreed by the Parties. Executed Attachment C will record capacity amounts allocated and rejected.

D. Core Firm Storage Requirement (Core Storage) PG&E will allocate to CTA a pro rata share of core firm storage capacity, which allocation shall be set forth in Attachment D of this CTA Agreement. Executed Attachment D will record the amounts accepted, rejected, and allocated to the CTA for the PG&E-Allocated Storage, Self-Managed Storage procured by the CTA from either an Independent Storage Provider (ISP) or PG&E Storage or Alternate Resources procured by the CTA, and Independent Storage Provider (ISP) Firm Storage. Amounts of core firm storage capacity held by the CTA (PG&E-Allocated Storage, including Self-Managed Storage and ISP Firm Storage) will be used according to Schedule G-CT and Schedule G-CFS and will be paid for by the CTA.

E. Termination of Customer Authorization for Core Gas Transportation Service (Termination). This Attachment is no longer in use.

F. Formal Communications Between Parties (Communications). Any formal communications concerning this Agreement shall be in writing and shall be delivered by e-mail with read receipt verification, hand or certified delivery to the appropriate address shown in Attachment F and shall be deemed to be received as of the delivery or read receipt date. Operational communications regarding billing, capacity, forecasts, imbalances, and other matters will be directed as indicated on the most recent version of this Attachment, as provided by CTA. CTA will promptly submit changes in this Attachment to PG&E.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-847
Transmission Load Operating Agreement

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

TRANSMISSION LOAD OPERATING AGREEMENT

DISTRIBUTION	REFERENCE
☐ XXXX	_____
☐ XXXX	_____
☐ XXXX	_____
☐ XXXX	_____
☐ _____	

THIS LOAD OPERATING AGREEMENT (the "Agreement") is effective as of the date last executed by the parties hereto by and between PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), a California corporation, and _____ ("Load Entity") a _____. PG&E and the Load Entity are sometimes referred to collectively as the "parties" and individually as the "party."

RECITALS

A. PG&E and the Load Entity have made arrangements under PG&E's tariffs for an interconnection and power deliveries between the PG&E Transmission System and the Load Entity's substation facility, _____, located at _____ (the "Interconnection Facility.")

B. Among other things, this Load Operating Agreement obligates the Load Entity to operate its Substation in a safe and prudent manner.

C. As part of this obligation, it is important that the Load Entity stay in close contact with PG&E system operators.

D. This Agreement sets up operating responsibilities and associated procedures for communications between the Load Entity and PG&E system operators. The Agreement also establishes procedures for safe work on electric systems and routine test procedures.

Electric Sample Form No. 79-858 Sheet 1
ID Theft Affidavit

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

ID THEFT AFFIDAVIT

Fraudulent Account Statement

This affidavit provided for:
(Name and Mailing Address)

Directions for completing this affidavit:

- Make copies of this completed affidavit and any additional documents for your records prior to sending them to PG&E.
- List only the PG&E account(s) you are disputing. **See the example below.**
- If PG&E or a third party collection agency sent you a statement, letter or notice about the fraudulent account, attach a copy of that document (**NOT the original**).
- **A copy of the report you filed with the police or sheriff's department MUST be returned with this completed affidavit.**

Name		Phone Number	

I declare (check all that apply):

☐ As a result of the event(s) described in the ID Theft Affidavit, the following account(s) was/were opened at your company in my name without my knowledge, permission or authorization using my personal information or identifying documents.

Creditor Name/ Address	Account Number	Address where Utility Service was Provided by PG&E	Date Service Opened and Closed**	Amount of Bill
Pacific Gas and Electric Company P.O. Box 8329 Stockton, CA 95210			Opened date: Closed date:	
			Opened date: Closed date:	

☐ During the time of the accounts described above, I had the following account open with PG&E, which was opened with my authorization:

Billing name _____

Billing address _____

Account number _____

Proof of residency documents must be from two (2) separate sources that cover the entire time period of the disputed charges. See page 6, Category III, for Acceptable Proof of Residency.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-861 Sheet 1
Electronic Data Interchange (EDI) - Trading Partner Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company®

DISTRIBUTION:
- ☐ Customer (Original)
- ☐ Division (Original)
- ☐ Customer Billing (Copy)

ELECTRONIC DATA INTERCHANGE (EDI) – TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, 20_____ by and between _____ _____, a _____ ("Trade Partner"), and Pacific Gas and Electric Company ("PG&E"), a California Corporation.

RECITALS

Trade Partner and PG&E desire to participate in the electronic transmittal and receipt data in agreed formats in substitution for conventional paper-based documents and to ensure such transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefits of the parties.

NOW THEREFORE, the parties, intending to be legally bound agree as follows:

1. **Section 1 - Prerequisites**

1.1. **Documents Standards:** Each party shall electronically transmit to or receive from the other party each of the transaction sets listed in the Appendix (collectively "Documents"), Documents include billings for utility service and payments which are (1) the electronically transmitted information delivered to Trade Partner from PG&E or to PG&E from Trade Partner, and (2) the non-electronically transmitted utility billings and payments transmitted during testing periods or equipment failures. All Documents shall be transmitted in accordance with the standards set forth in the Appendix.

1.2. **Scope of the Agreement** This Agreement shall govern and apply to all Documents and information related to transactions electronically transmitted from either party to the other.

1.3. **Third-Party Service Providers**

1.3.1. Documents will be transmitted electronically to each party either directly or through any third-party service provider ("Provider") with which either party may contract on its own behalf. Either party may modify its election to use, not use or change its Provider upon thirty (30) days prior written notice.

1.3.2. Each party shall be responsible for the costs and performance of any Provider with which it contracts, unless otherwise set forth in the Appendix.

1.4. **System Operations** Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.

1.5. **Security Procedures** Each party shall properly use those security procedures, including those specified in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.

1.6. **Signatures** Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s), which are affixed to or contained in each Document transmitted by such party (“Signatures"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

† Information collected on this form is used in accordance with PG&E’s Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-866 Sheet 1
Gas Transmission Service Agreement

Please Refer to Attached
Sample Form

GAS TRANSMISSION SERVICE AGREEMENT

This Gas Transmission Service Agreement (GTSA) is made by and between PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and _____ _____ (Customer), a _____. PG&E and Customer each shall be referred to herein as a Party and together as Parties.

Subject to the provisions of this GTSA and the applicable PG&E gas Rules and Rate Schedules, PG&E agrees to make available to Customer the following categories of service:

Gold Coast Transportation Services
Golden Gate Market Center Services, including Storage Services

Election of any or all of such services by Customer and acceptance and authorization by PG&E shall be evidenced by the signatures of Customer and PG&E on the Exhibit(s) under this GTSA or pursuant to an executed Electronic Commerce System User Agreement (Form 79-982) with Customer which shall describe the specific terms and conditions of the service transactions to be performed.

1. TERM

1.1 This GTSA shall be effective upon the date that both parties have executed the agreement, or on _____. The initial term shall be twelve (12) months. Thereafter this GTSA shall continue from month to month unless terminated by either Party upon thirty (30) days' prior written notice to the other. Notwithstanding the above: (a) Neither Customer nor PG&E may unilaterally terminate this GTSA prior to the termination date for service set forth in any Exhibit executed by Customer and PG&E under this GTSA, and (b) PG&E may terminate this GTSA at any time in accordance with Paragraph 6.3 hereof or in accordance with PG&E's gas Rule 25 and may do so without thirty (30) days' prior written notice to Customer.

2. RATES AND CONTRACT QUANTITIES

2.1 The rate(s) to be charged for service(s) provided pursuant to this GTSA shall be as specified in the Exhibit(s) incorporated hereunder and applicable Rate Schedule(s), and Customer shall pay PG&E each billing period for all services rendered at the agreed-upon price.

2.2 PG&E shall have the unilateral right to apply at any time to the appropriate regulatory authority and, subject to approval thereof, make effective changes in the rates and charges applicable to services provided under this GTSA, the Rate Schedule(s) pursuant to which service hereunder is rendered, or any provisions of the applicable PG&E gas Rules.

2.3 The contract quantities for all services provided pursuant to this GTSA shall be as specified in the Exhibits incorporated hereunder.

3. BILLING AND PAYMENT

3.1 Bills shall be rendered and payments shall be due in accordance with gas Rule 25, Section C.

3.2 If an error is discovered in any bill rendered by PG&E, the amount of such error shall be adjusted, provided that a valid claim therefore is made within twelve (12) months from the date of the bill containing the original error.

3.3 Either Party may submit a billing dispute for resolution in accordance with Section 8; however, PG&E's remedies for late payments pursuant to Section C of gas Rule 25 shall be available notwithstanding such dispute resolution process.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-867 Sheet 1
Assignment of PG&E Backbone Pipeline and Firm
Storage Capacity Allocation

Please Refer to Attached
Sample Form

ASSIGNMENT OF PG&E BACKBONE PIPELINE AND FIRM STORAGE CAPACITY ALLOCATION

_____(Customer/Assignor), who holds a current Gas Transmission Service Agreement (Form 79-866) (GTSA) and a current GTSA Exhibit agrees to assign to _____ (Assignee) Customer/Assignor's rights to PG&E's capacity allocation as set forth below.

Customer/Assignor #: _____

Customer/Assignor's GTSA Exhibit #: _____

Applicable Rate Schedule: _____

Term of Assignment: From _____ to _____

For Firm Transportation: Contract Quantity (Dth): _____

For Firm Storage Capacity: Annual Inventory (Dth): _____

This assignment is subject to PG&E's consent and its determination that Assignee meets PG&E's creditworthiness requirements as set forth in gas Rule 25. This completed form must be received and consented to by PG&E no later than three (3) business days prior to Assignee utilizing the assigned capacity. PG&E will notify Customer/Assignor and Assignee of its consent to the assignment pursuant to the provisions of its executed Electronic Commerce System User Agreement (Form 79-982) with PG&E. As consideration for PG&E's consent to this assignment, Assignee accepts the assignment as set forth herein and agrees to all of the terms, conditions and obligations, including payment obligations under the GTSA and Exhibit specified above, as well as PG&E's gas rules and applicable rate schedules, and agrees to perform fully thereunder for the term of assignment set forth herein. All remedies available to PG&E under the Customer/Assignor's GTSA and Exhibit shall be available to PG&E under this assignment.

PG&E shall send all bills and notices to Assignee at the addresses provided in their GTSA. This assignment may consist of all or a portion of the Customer/Assignor's Exhibit. For the assignment of a core firm storage Exhibit, the assignment may be effective any day throughout the current Storage Year (April-March) and shall be for all of the remaining portion of the Exhibit's current term.

This form 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

The parties hereto, by their signature below, assign and accept the assignment of the GTSA Exhibit subject to the terms and conditions herein.

CUSTOMER/ASSIGNOR:	ASSIGNEE:
Name _____	Name _____
Title _____	Title _____
Signature _____	Signature _____
Date _____	Date _____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-868 Sheet 1
California Gas Transmission Credit Application

Please Refer to Attached
Sample Form

CALIFORNIA GAS TRANSMISSION CREDIT APPLICATION

Prior to receiving natural gas transmission services (e.g. transportation, storage, park & lend, core aggregation, and balancing aggregation), an applicant must complete and sign this form and submit it to Pacific Gas and Electric Company (PG&E), along with financial information as described in gas Rule 25.

PG&E will determine if an applicant meets PG&E's creditworthiness standards. If PG&E determines an applicant has demonstrated sufficient creditworthiness to be eligible for gas transmission services, PG&E shall establish a credit line for the applicant.

An applicant shall forward this completed and signed application, and accompanying financial information to the following address:

Pacific Gas and Electric Company
California Gas Transmission Credit Application
6121 Bollinger Canyon Road
Room 4240E
San Ramon, CA 94583

An applicant will not be eligible to receive gas transmission services until PG&E approves the applicant's credit application and the applicant and PG&E execute, as may be applicable, a Gas Transmission Service Agreement (GTSA) (Form No. 79-866) or a Noncore Balancing Aggregation Agreement (NBAA) (Form No. 79-869), a Self-Balancing Amendment (SB Amendment) (Form No. 79-971), or a Core Gas Aggregation Service Agreement (CTA Agreement) (Form No. 79-845).

Please furnish the following information:

1. Applicant/Company

Applicant Name (i.e., company) _____

State of Incorporation _____
(Please mark N/A if not incorporated.)

DUNS Number _____
(Required for making backbone transportation nominations.)

Federal Tax ID _____

State Tax ID _____

Internet Web Site Address (if applicable) _____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-869 Sheet 1
Noncore Balancing Aggregation Agreement

Please Refer to Attached
Sample Form

NONCORE BALANCING AGGREGATION AGREEMENT

This Noncore Balancing Aggregation Agreement (NBAA) is made by and between PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation,
and_____
a(n)_____(Balancing Agent). PG&E and Balancing Agent each shall be referred to herein as "Party" and together as "Parties".

1. GENERAL

PG&E will provide gas balancing services on an aggregated basis, if appropriate, to Balancing Agent on behalf of Balancing Agent's individual Noncore End-Use Customers (Customer). Customer and Balancing Agent shall execute a separate Exhibit A for each Customer account under this NBAA.

By entering into this NBAA, Balancing Agent accepts responsibility for all applicable balancing, capacity allocation and constraint obligations, rights, penalties and credits pursuant to gas rate Schedule G-BAL, gas Rule 14 and other applicable rules, from the date this NBAA is effective, and for each Customer executing an Exhibit A. Any existing Customer imbalances and/or adjustments to past imbalances will also become the responsibility of the Balancing Agent upon the effective date of the NBAA.

Balancing Agent shall be subject to PG&E's tariffs, as they may change from time to time, and as they apply to Customers' accounts on an aggregated basis. Balancing Agent may act as an agent for other PG&E Customers under separate NBAAs.

The Balancing Agent is authorized by PG&E, and by each Customer executing an Exhibit A to this NBAA, to do any and all things both proper and necessary in receiving balancing services and complying with all obligations for and on the Customer's behalf, including (by way of illustration and not limitation) the purchase, nomination and delivery of gas supplies, accounting, trading and/or cash-outs of gas imbalances, compliance with gas Rule 14 and other rules as applicable, management of gas storage inventories, and all related transactions for each PG&E Customer account as set forth in the attached Exhibit(s) A.

2. TERM OF AGREEMENT

This NBAA is effective upon the date that both Parties have executed the Agreement.

3. EXHIBITS

Exhibit A--Customer Balancing Agent Service Authorization: To assign to the Balancing Agent all applicable balancing, capacity allocation and constraint obligations, rights, penalties and credits and to authorize the Balancing Agent to act on the Customer's behalf in providing, receiving service, and complying with the terms and conditions thereof pursuant to rate Schedule G-BAL, gas Rule 14 and other rules, as applicable, Customer and Balancing Agent must execute an Exhibit A. If the Customer has multiple accounts under this NBAA, a separate Exhibit A must be executed for each account.

Electric Sample Form No. 79-875 Sheet 1

Application and Agreement for Electric and/or Natural Gas Facilities Where Full Advance Payment Is Required

Rule 13 - Temporary Service

Please Refer to Attached Sample Form

DISTRIBUTION
☐ Customer (Original)
☐ Division
☐ _____
☐ _____

REFERENCE
Premises#:_____
CDx/Acct#:_____
_____
_____
_____

APPLICATION AND AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS FACILITIES WHERE FULL ADVANCE PAYMENT IS REQUIRED
Rule 13 - Temporary Service

To Pacific Gas and Electric Company:

The undersigned Applicant hereby requests you to deliver ❑electric energy and/or ❑ natural gas to and for the equipment hereinafter described, at the location shown on Exhibit A, in accordance with the applicable rates and rules of PG&E.

In consideration of PG&E's acceptance of this application and the installation of facilities to supply temporary electric and/or natural gas service, Applicant hereby agrees to the following:

1. PG&E has made available for inspection its applicable rates and rules. Applicant agrees to comply therewith, and with any changes or modifications thereof which may be authorized from time to time by the Public Utilities Commission of the State of California
2. Applicant's attention has been directed to the rate schedules applicable to the service herein described, and Applicant has elected to take and pay for service under Schedule _____for a maximum period of _____months. As specified in this schedule, Applicant elects the following optional provisions:
3. Applicant agrees to pay, in advance to PG&E, prior to the installation thereof, the estimated cost installed plus the estimated cost of removal, less the estimated salvage of the facilities installed to provide the service herein applied for, which cost is agreed to be the sum of _____Dollars ($_____).
4. The amount of refund upon reclassification of Applicant's facilities from temporary to permanent will be made on the basis of the extension and/or service rule in effect at the time temporary service is reclassified to permanent. No interest shall be paid on any amount advanced.
5. Applicant hereby grants to PG&E a right-of-way for any electric and/or natural gas lines which it may be necessary to build in, on, under or over Applicant's premise for the purpose of making delivery hereunder. Where Applicant requests facilities which are in addition to, or in substitution for, the standard facilities which PG&E normally would install, the extra cost thereof shall be paid by Applicant under the provisions of PG&E's Gas or Electric Rule 2.
6. In the event Applicant, prior to reclassification, materially increases or decreases his electric service and/or natural gas requirements from those installed hereunder and a change is made in PG&E's facilities, settlement shall be made for the installation and removal cost of the facilities removed. A new temporary service agreement shall be entered into providing for the modified service required by Applicant.
7. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-936 Sheet 1
Deed of Conveyance

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DEED OF CONVEYANCE

DISTRIBUTION

- ☐ Grantor
- ☐ PG&E Land
- ☐ PG&E Division
- ☐ _____

REFERENCES

PM#:_____

BD#:_____

SA#:_____

_____ (Grantor or Grantors), does hereby grant, bargain, sell and convey to **PACIFIC GAS AND ELECTRIC COMPANY** (PG&E), a California Corporation, Its successors and assigns, free and clear of all liens and encumbrances, those certain _____facilities

(Gas/Electric, O.H./U.G. Transmission/Distribution/Communication)

now installed on or adjacent to Grantor's premises located at _____ _____, County of _____, State of California, together with all necessary rlghts-of-way and easements therefor, in the locations shown and delineated upon the sketch attached hereto and made a part hereof and particularly described thereon.

Grantor(s) agrees to execute such other documents as PG&E may require to enable it to record the rights-of-way and easements above granted.

This Deed of Conveyance shall be governed by and construed In accordance with the laws of the State of California. This form 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.

IN WITNESS WHEREOF, Grantor(s) have executed this Deed of Conveyance this _____ day of _____, 20____.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Grantor	_____
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-937
Assignment Agreement

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

ASSIGNMENT AGREEMENT*

DISTRIBUTION

- ☐ Assignor)
- ☐ Assignee
- ☐ Division
- ☐ Accounting
- ☐ _____

REFERENCES

MLX#: _____

_____

_____

_____

_____ (Assignor),

the _____ referred to in that certain agreement(s) dated
(*Applicant, customer, subdivider, etc.*)
_____ with **PACIFIC GAS AND ELECTRIC COMPANY** (PG&E), a copy of which

is attached hereto, relating to the _____

_____
(*Describe work or service performed*)
at or near _____, County of _____, California,
and _____ (Assignee), agree as follows:

Check and complete one of the following applicable conditions:

☐ Assignor assigns to Assignee effective _____, all of Assignor's rights in and under said agreement and delegates to Assignee all of Assignor's duties and obligations of the agreement. Assignee hereby accepts this assignment and agrees to assume all of Assignor's duties and obligations in and under said agreement. This assignment includes, but is not limited to, all of Assignor's rights to any applicable refunds of the Advanced specified in the agreement, less any charges which are due or may become due under the terms of the agreement.

☐ Assignor hereby assigns effective _____to Assignee all of Assignor's rights to any refunds of the advance specified in Section _____ of such agreement less any cost-of-ownership charges which are due or may become due under the terms of the agreement. The current unrefunded balance is $_____, which may become payable under such agreement. The payment of any such adjusted refunds by PG&E shall be made to Assignee. All other provisions of such agreement shall remain in full force and effect between Assignor and PG&E.

Executed on: _____, 20 ___

at _____

_____
Assignor

By:_____
Its:

Executed on: _____,20 ___

at _____

_____
Assignee

By_____
Its:

Pacific Gas and Electric Company hereby consents to the foregoing assignment.

Dated _____, 20____

PACIFIC GAS AND ELECTRIC COMPANY

BY:_____
Its:

* 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-938 Sheet 1
Customer-Owned Streetlights PG&E Pole Contact Agreement

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

- ☐ Applicant
- ☐ PG&E Division
- ☐ Tariffs Interpretations
- ☐ _____

REFERENCES

JOB #:_____

_____

_____

_____

CUSTOMER-OWNED STREETLIGHTS PG&E POLE CONTACT AGREEMENT

_____(Applicant) has elected to enter into this Agreement with PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E).

PG&E owns, operates and maintains overhead electric distribution facilities located in geographic areas within the political jurisdiction of Applicant.

Applicant desires to enter into an agreement with PG&E that will (a) allow having that portion of the Applicant's existing streetlights to contact PG&E's distribution poles, and (b) specify conditions for future installation, operation, maintenance, use or removal of Applicant's streetlights. PG&E is willing to permit Applicant to have such pole contacts under the following terms and conditions:

1. **POLE CONTACT PERMISSION**.

   a. **Existing Streetlights** PG&E hereby gives Applicant general permission under the terms and conditions herein stated to contact, replace, operate, maintain, and use existing luminaires, lamps, photocells, support arms and service wiring facilities (hereinafter Equipment) installed on poles owned by PG&E or jointly owned by PG&E and others. Such permission covers all existing lights owned by the Applicant that are mounted on PG&E-owned poles, based on the most current billing records as of the date of this Agreement. However, specific permission for such streetlights must be in the form of pole Contact Permits for specific locations.

   b. **New Streetlights**. Applicant or Its contractor shall not install any new or additional equipment on PG&E's poles without first securing PG&E's written approval in the form of a Contact Permit for specific locations. Within thirty (30) days of receipts of the application, PG&E will either grant the permit or deny the permit and specify why the action cannot be taken. Upon the receipt of each such approved Contact Permit, Applicant shall have the right to install, operate, maintain and use the additional equipment on the poles specified in such permit and under the terms and conditions specified in this Agreement, (thereafter included as Equipment), which shall be considered a part of each such permit without regard to whether this Agreement Is referred to in each Contact Permit.

2. **POLE CONTACT PERMITS**. PG&E will provide Contact Permits in the form attached and marked Exhibit A to Applicant for the specific locations involved, and shall charge no pole contact fee for each electric distribution pole covered under this contact Agreement unless such a fee Is permitted in the future under authorization by the California Public Utilities Commission (Commission).

3. **PRIOR POLE CONTACT AGREEMENT**. This Agreement shall supersede any previous pole contact agreement between PG&E and the Applicant insofar as it may pertain to street lighting.

4. **PG&E REQUIREMENTS**. Facilities installed under this Agreement shall be subject to all of the provisions of the General Orders of the Commission, and PG&E's applicable tariff schedules on file with and authorized by the Commission and further shall at all times be subject to such changes or modifications as the Commission may, from time to time, direct in the exercise of Its jurisdiction.

5. **SERVICE DELIVERY**. PG&E will supply electrical energy and service to streetlight equipment owned by Applicant in accordance with the provisions of rate Schedule LS-2 for customer-owned street and highway lighting.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-941 Sheet 1
Nomination Authorization Form

Please Refer to Attached
Sample Form

NOMINATION AUTHORIZATION FORM

Please return via Fax: (xxx) xxx-xxxx or e-mail: xxxxxx@pge.com

Customer Name: _____

Customer #: _____

Customer Exhibit #: _____

The above-named Customer authorizes the following party to make nominations, pursuant to PG&E's gas Rule 21, utilizing Customer's Gas Transmission Service Agreement (GTSA) and Exhibit thereto as referenced above.

Authorized Party: _____

Contact Name: _____

Contact Telephone Number: _____

DUNS Number: _____

This authorization is effective beginning _____ through _____.

Nominations placed by Customer and Authorized Party in total shall not exceed the GTSA/Exhibit's Maximum Daily Quantity (MDQ) on any day this authorization is in effect. Customer shall remain responsible for payment for all services contracted for under the referenced GTSA/Exhibit, and for compliance with all terms, conditions and obligations of the GTSA, applicable rate schedules, and PG&E gas rules, regardless of whether the Customer or the within-named party is placing nominations for those services.

Customer expressly agrees to indemnify and hold PG&E harmless for any damages, losses, judgments or expenses to PG&E, or claims against PG&E asserted by others, including expenses and attorneys' fees in defending or settling such claims, arising out of any acts or omissions by the within-named party and arising out of this Authorization, directly or indirectly, which violate or are not in compliance with PG&E's gas rules, applicable rate schedules and contracts, or sound gas industry standards and practices.

This form 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.

Customer: _____

Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-944 Sheet 1
California Production Balancing Agreement

Please Refer to Attached
Sample Form

CALIFORNIA PRODUCTION BALANCING AGREEMENT

Contract No._____
Date: _____

This California Production Balancing Agreement (CPBA) is made by and between Pacific Gas and Electric Company (PG&E), a California corporation, and _____ _____ hereafter referred to as Authorized Agent (AA), a(n) _____. PG&E and the AA are each also referred to herein as "Party" and together as "Parties".

PURPOSE

This CPBA establishes the terms and conditions for the resolution of imbalances on PG&E's gas transportation system (PG&E System) caused by volumes of gas, delivered into the PG&E System from California Production as defined in PG&E's Gas Rule 1 (California Production), which volumes exceed or are insufficient to match the nominations made for the deliveries into the PG&E System.

The AA requests that PG&E recognize (1) the AA's authority to represent and act on behalf of the parties (party) who own(s) or control(s) gas produced from certain California Production (Producer(s)) and who deliver that gas into the PG&E System, for transportation, at the point(s) of interconnection where gas is measured before delivery into the PG&E System (Receipt Point(s)), which is (are) specified in Attachment 2 "Receipt Point(s)" (Attachment 2);' and (2) that the AA has been duly appointed to act as agent for the Producer(s) pursuant to Attachment 1 "Appointment of Authorized Agent" (Attachment 1).

This CPBA is not intended to be an agreement for transportation services. PG&E provides transportation services pursuant to applicable rules, schedules, tariffs, and agreements.

This CPBA does not apply to gas volumes delivered at the Receipt Point(s) specified in Attachment 2 for procurement by PG&E under a traditional procurement contract executed prior to December, 1989, and such deliveries shall not be included in the Cumulative Imbalance calculation applicable to gas nominated by the AA under this CPBA as explained in more detail below.

AGREEMENT

The Parties intend to be legally bound agree as follows:

REPRESENTATIONS

By entering into this CPBA, the AA accepts the obligations of the AA hereunder. The AA represents that:

(1) the AA is the exclusive agent for one or more Producer(s), who are supplying gas to the Receipt Point(s) listed in Attachment 2 of this CPBA, for the purpose of nominating volumes of that gas for transport by PG&E under PG&E's standard nomination procedures; balancing those nominations against actual deliveries at the Receipt Point(s); allocating, prorating and handling administrative matters concerning Receipt Point(s); giving and receiving payments, notices and requests; and taking such action and exercising such powers as agent on behalf of the Producer(s) as set forth in Attachment 1;

(2) the AA is duly authorized and has all necessary legal rights and powers to enter into this CPBA and to perform all of the obligations of the AA set forth herein, to grant to PG&E the rights set forth herein, and to bind the Producer(s) to all obligations, acts and omissions of the AA under this CPBA; and

(3) the AA will comply with all of the obligations set forth in this CPBA, notwithstanding any agency relationship between the AA and the Producer(s) or other third party.

Gas Sample Form No. 79-946 Sheet 1
California Production Cumulative Imbalance Trading Form

Please Refer to Attached
Sample Form

CALIFORNIA PRODUCTION CUMULATIVE IMBALANCE TRADING FORM*

	Source Account (Providing Gas)	Destination Account (Receiving Gas)
Authorized Agent Name:		
Imbalance Account Number:		
Traded Imbalance Quantity: (**Therms**)		
Month of Imbalance:		

	Source Account (Providing Gas)	Destination Account (Receiving Gas)
Signature of Authorized Agent:		
Name:		
Company Name:		
Telephone Number:		
Telecopier Number:		

This form must be mailed, faxed or e-mailed to PG&E at the following address:

Pacific Gas and Electric Company
Attn: Balancing Coordinator
6121 Bollinger Canyon Road, 5420C

San Ramon, CA 94583
Telephone Number: (415) 973-2424
Facsimile: (925) 244-4619
e-mail: pgescheduling@pge.com

It is the sole responsibility of each Authorized Agent to ensure this form is received at the above address by the trading period deadline.

This form 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-947 Sheet 1

Request for California Gas Transmission Market Center Balance Transfer

Please Refer to Attached
Sample Form

REQUEST FOR CALIFORNIA GAS TRANSMISSION MARKET CENTER BALANCE TRANSFER*

(Please Type or Print Legibly)

	SELLING COMPANY	BUYING COMPANY
Company Name:	_____	_____
Exhibit No.:	_____	_____
The undersigned is: (Please check one)	☐ Customer ☐ Agent	☐ Customer ☐ Agent

Authorized Representative:_____
Signature: _____
Title: _____
Company Name: _____
Date: _____
Telephone Number: _____
Fax Number: _____

Exhibit Quantity Transferred (Decatherms): _____

Date of Transfer: _____

FOR PACIFIC GAS AND ELECTRIC COMPANY
Authorized Representative: _____
Title: _____
Signature: _____
Date: _____

This form must be e-mailed, mailed or faxed to PG&E at the following address:

Pacific Gas and Electric Company
California Gas Transmission
6121 Bollinger Canyon Road, Room 4250G
San Ramon, CA 94583
Fax No. (925) 244-3544
e-mail: CGTServicesX@pge.com

* This form 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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-948 Sheet 1
Electric Service Provider (ESP) Service Agreement

Please Refer to Attached
Sample Form

ELECTRIC SERVICE PROVIDER (ESP) SERVICE AGREEMENT

This Electric Service Provider (ESP) Service Agreement (this "Agreement") is made and entered into as of this ____ day of _____, _____, by and between "_____ _____" ("ESP"), a _____ _____ organized and existing under the laws of the state of _____, and "Pacific Gas and Electric Company" ("PG&E"), a corporation organized and existing under the laws of the state of California. From time to time, ESP and PG&E shall be individually referred to herein as a "Party" and collectively as the "Parties."

Section 1: General Description of Agreement

1.1 This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which ESP shall offer electrical energy services, including, but not limited to, account maintenance and billing services, electrical meter installation, meter reading services and/or any other services that may be approved by the California Public Utilities Commission ("CPUC") in Direct Access transactions with customers in PG&E's service territory ("Direct Access Services"). Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers. Except where explicitly defined herein (including Attachment A hereto) the definitions controlling this Agreement are contained in PG&E's applicable rules or in the relevant direct access tariff.

1.2 The form of this Agreement has been developed as part of the CPUC regulatory process, was intended to conform to CPUC directions, was filed and approved by the CPUC for use between PG&E and ESPs and may not be waived, altered, amended or modified, except as provided herein or in the relevant direct access tariff, or as may otherwise be authorized by the CPUC.

Section 2: Representations

2.1 Each Party represents that it is and shall remain in compliance with all applicable laws and tariffs, including applicable CPUC requirements.

Electric Sample Form No. 79-954 Sheet 1
Departing Load Competition Transition Charge Agreement

Please Refer to Attached
Sample Form

DEPARTING LOAD COMPETITION TRANSITION CHARGE AGREEMENT

This is an agreement, between _____, (Customer), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), hereinafter referred to individually as (Party) and collectively as (Parties). This agreement will be herein referred to as "Agreement".

RECITALS

A. On December 20, 1995, the California Public Utilities Commission ("CPUC"), issued D. 95-12-063 (as modified by D. 96-01-009) which, among other things, authorized PG&E to collect retail transition costs associated with electric restructuring. In its order, the Commission ruled that the Competition Transition Charge ("CTC") will be nonbypassable and will apply to retail customers of record on or after December 20, 1995.

B. On September 23, 1996, Governor Wilson signed into law Assembly Bill (AB) 1890 (Statutes 1996, Ch. 854, codified primarily in various sections of the Public Utilities Code), which also affected the restructuring of the electric industry in California, including the collection of retail transition costs and other nonbypassable charges. Among other things, AB 1890 establishes:

(i) a nonbypassable CTC (Public Utilities Code Sections 367-368, 375-376);

(ii) certain exemptions to the CTC (Sections 372, 374);

(iii) nonbypassable charges for nuclear decommissioning (Section 379), recovery of Rate Reduction Bond principal, interest, and ongoing costs (Section 840(d)), and public purpose program costs (Sections 381-383) (hereinafter referred to as "other nonbypassable charges"); and

(iv) CTC responsibility for existing retail customers and for new electric consumers or loads located in PG&E's service territory as it existed on December 20, 1995, except for those new or incremental loads that might be met through a direct transaction and the transaction does not require the use of transmission or distribution facilities owned by PG&E (Section 369).

C. On June 11, 1997, the CPUC issued D. 97-06-060 adopting a CTC Procedure for Departing Loads (hereinafter referred to as the "Departing Load CTC") and accepting the Departing Load CTC as an amendment to PG&E's Electric Tariff Preliminary Statement.

D. Under the Departing Load CTC, customers that meet the requirements of Departing Load, as that term is defined in the Departing Load CTC Procedure, are required to make payments according to a Departing Load CTC Statement (which includes payments for CTC and other applicable nonbypassable charges) and to execute a Departing Load CTC agreement five days before such Customer discontinues or reduces purchases of electricity from PG&E and has its load or the reduced portion of its load met by an alternate supplier of electricity.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. . The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-955 Sheet 1

Amendment to PG&E's Departing Load Competition Transition Charge Agreement for Subsequently Obtained CTC Exemption

Please Refer to Attached Sample Form

AMENDMENT TO PG&E'S DEPARTING LOAD COMPETITION TRANSITION CHARGE AGREEMENT FOR SUBSEQUENTLY OBTAINED CTC EXEMPTION

This Amendment to Pacific Gas and Electric Company's Departing Load Competition Transition Charge Agreement (the Agreement) between Pacific Gas and Electric Company (PG&E) and _____ (Customer) amends the Pacific Gas and Electric Company's Departing Load Competition Transition Charge Agreement entered into on or about _____ between Customer and PG&E.

RECITALS

A. Customer and PG&E have previously entered into a Departing Load Competition Transition Charge Agreement, approved by the California Public Utilities Commission (the Commission), pursuant to the CTC procedure for departing loads approved by the Commission as amendments to PG&E's electric tariff preliminary statement.

B. Subsequent to executing the Departing Load Competition Transition Charge Agreement, Customer obtained an exemption from the Competition Transition Charge.

C. On _____, PG&E received a Notice of Assertion of CTC Exemption from Customer.

AGREEMENT

In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. The Effective Date of the CTC Exemption is _____.

2. After the Effective Date of the CTC Exemption, Customer shall not be responsible for, and PG&E shall not bill Customer for, monthly payments of Customer's share of CTC.

3. Nothing in this Amendment relieves Customer of its obligation to pay CTC obligations incurred by Customer and billed by PG&E prior to the Effective Date of the CTC Exemption.

4. Nothing in this Amendment affects Customer's obligation to pay other nonbypassable charges under the Agreement or to make post-2001 CTC and/or other nonbypassable charge payments as provided in paragraph 3 of the Agreement.

5. This Amendment 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.

Electric Sample Form No. 79-957 Sheet 1
Electric Distribution Service Line Lease Agreement

Please Refer to Attached
Sample Form

ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

BETWEEN

PACIFIC GAS AND ELECTRIC COMPANY[1] ("Landlord")

and

_____IRRIGATION DISTRICT ("Tenant")

_____, 20__

Landlord's Initials

_____

Tenant's Initials

_____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-961
Dual Socket Metering Agreement

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DUAL SOCKET METERING AGREEMENT

DISTRIBUTION

- ☐ Customer
- ☐ Division ES&S
- ☐ Customer Billing
- ☐ Capital Accounting
- ☐ CRT Metering
- ☐ _____

REFERENCES

SA#_____

_____

_____

_____

_____

THIS DUAL SOCKET METERING AGREEMENT is made by **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, (PG&E) and _____ _____ (Customer) (individually "Party" and jointly "the Parties").

The installation by PG&E of dual socket metering under this Agreement is pursuant to PG&E's electric tariff rules and rate schedules, of which this Agreement is a part. Customer agrees to abide by the requirements of PG&E's rules and rate schedules including the following terms and conditions:

1. Under this Agreement, PG&E shall perform all work necessary for installation at Customer's site(s) two meter sockets such that the PG&E meter can be installed and operated for purposes of Customer's bundled service and a second customer supplied meter (non-PG&E meter) can be installed in parallel with the PG&E meter to allow Customer access to its usage data (hereinafter "dual socket metering") The dual socket metering installed under this Agreement is located at various northern California locations and listed on Appendix A: "List of Customer Sites" which shall be updated from time-to-time by PG&E as sites are added or removed. Such updates shall not be considered an amendment to this Agreement and will not require the signature of either Party.

2. This Agreement shall be effective on _____, and shall continue from month to month unless terminated pursuant to the Parties' rights under this Agreement provided that, each party agrees to use reasonable efforts to give the non-terminating party at least 30 days' prior notice of any such termination.

    a. If Customer elects Direct Access at any time during the term of this Agreement for any of the sites listed in Appendix A hereto, the Agreement will terminate for those sites effective on the date the customer's service converts to Direct Access. Use of Customer's dual socket metering installed under this Agreement for Direct Access purposes shall be governed by the Direct Access tariffs.

    b. This Agreement shall be revoked in its entirety and terminated immediately if at any time during the term of the Agreement PG&E receives actual notice that such Agreement is prohibited by regulatory requirement, decision or order.

    c. If this Agreement or Customer's exercise of it at any time interferes with the operations, practices or service of PG&E to or for any of its Customers, PG&E will immediately revoke this Agreement in whole or in part, or will terminate this Agreement, as is necessary to end such interference.

    d. If Customer should default in performing any of the terms and conditions herein, or if Customer fails to conform to any new standards imposed by a legal or administrative body having jurisdiction, PG&E shall have the right to terminate this Agreement entirely.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

*Automated Documents, Preliminary Statement, Part A

Electric Sample Form No. 79-966
Agreement for Schedule E-OBMC

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

AGREEMENT FOR SCHEDULE E-OBMC

DISTRIBUTION
- ☐ Customer
- ☐ Division
- ☐ Customer Acct
- ☐ Electric Supply
- ☐ _____

REFERENCES
SA#:_____
Premises #:_____
Acct Rep:_____
Rep Ph.#:_____
Circuit # _____

_____,
a(n)_____ (Applicant), and Pacific Gas and Electric Company, a California Corporation (the Company), hereby agree to the following supplemental terms and conditions:

1. RATE SCHEDULE: Applicant must qualify for and receive service to Applicant's premises under an applicable PG&E Rate Schedule. Additionally, Applicant is subject to the provisions of Schedule E-OBMC, which is attached hereto and made a part hereof as Attachment A and any other applicable Company Electric Rate Schedule(s).
2. PLAN OPERATION: Applicant agrees to operate its Optional Binding Mandatory Curtailment (OBMC) Plan upon each and every notice from the Company for the entire duration of the Rotating Outage (RO).
3. APPLICANT RESPONSIBILITIES: Upon notice from the Company, Applicant is responsible to reduce its load such that the load on the entire circuit or dedicated substation serving the Applicant is at or below the required Maximum Load Level (MLL). Load reductions must be achieved as quickly as possible but no later than 15 minutes after the Applicant receives notification from PG&E. If Applicant's OBMC Plan is submitted for a group of customers on a particular circuit, Applicant is the lead customer for the OBMC Plan and shall guarantee the load reductions required to reach the MLLs and pay for all non-compliance penalties. Applicant is responsible to work and coordinate with the non-lead customer(s) on its circuit and represent the non-lead customers for the purposes of the OBMC Plan.
4. PARTICIPATION IN OTHER PG&E DEMAND RESPONSE PROGRAMS: Applicant may participate in another demand response program as specified in Schedule E-OBMC.
5. OBMC PLAN NOT A GUARANTEE: An OBMC Plan is not a guarantee against Applicant being subject to a rotating outage. Daily and emergency switching may cause the circuit to become subject to rotating outages. Applicant may not receive advance notice from the Company of such a rotating outage. Additionally, an OBMC Plan is applicable only to electrical emergencies requiring a rotating outage and it does not prevent Applicant from being subject to outages caused by other load shedding schemes.

   PG&E will make reasonable efforts to notify Applicant of circuit changes other than short-term or emergency circuit changes.

   Pursuant to Electric Rule 14, the Company does not guarantee continuity or sufficiency of supply and will not be liable for interruption or shortage or insufficiency of supply.
6. CIRCUIT AGGREGATION: Applicant may aggregate the load of two circuits for the purposes of participating in the OBMC program if Applicant has a single tax payer identification number and provided: (a) Applicant is the lead customer for both circuits; (b) Applicant has the ability to achieve required load reductions on the total load for the circuits; (c) Applicant agrees to achieve required load reductions on individual circuits subject to the aggregation as required by PG&E or the CAISO in response to geographic area constraints; and (d) Applicant commits that it has not, and will not, receive any payment from any customer on any OBMC circuit for any action related to the OBMC program. All provisions of this agreement and Schedule E-OBMC applicable to individual OBMC plans shall apply to the aggregated OBMC plan.
7. ANNUAL REVIEW: Applicant must update the OBMC Plan by March 15 of each year and confirm with the Company any changes to the previous version. Should Applicant fail to update the OBMC Plan by March 15 this agreement will be terminated.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-971
Election for Self-Balancing Option

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

ELECTION FOR SELF-BALANCING OPTION

1. GENERAL

This Self-Balancing Amendment (SB Amendment) form shall amend an existing service agreement as indicated herein between Pacific Gas and Electric Company (PG&E), a California Corporation, and _____who obtains natural gas transmission and/or distribution services from PG&E. In executing this SB Amendment, the undersigned Agent elects and agrees to be subject to the terms, conditions, charges and fees of the Self-Balancing and ancillary provisions of PG&E's gas rate Schedule G-BAL and other applicable gas tariffs.

2. DESIGNATION OF BALANCING AGENT

Self-Balancing Agent executes this SB Amendment in one of the following capacities as indicated below:

a. _____ **Noncore Balancing Agent**, who has executed a currently valid Noncore Balancing Aggregation Agreement (Form No. 79-869) (NBAA) with PG&E and who acts for other Noncore End-Use Customers in a Group. This SB Amendment shall amend the NBAA and shall be subject to its terms and conditions as well as the terms and conditions of other Amendments thereto.

The applicable NBAA Group Number is: _____.

b. _____ **Core Transport Agent**, who has executed a currently valid Core Gas Aggregation Service Agreement (Form No. 79-845) (CTA Agreement) with PG&E and who acts for Customers in a Core Transport Group as defined in gas rate Schedule G-CT. This SB Amendment shall amend the CTA Agreement and shall be subject to its terms and conditions as well as the terms and conditions of other exhibits thereto.

The applicable CTA Group Number is: _____.

3. TERM

The election confirmed by this SB Amendment shall be made during the time period for elections set forth in Schedule G-BAL and shall be effective either for a one-year or two-year period beginning April 1 as shown below. The term of this SB Amendment shall equal the length of Self-Balancing election as indicated by Self-Balancing Agent below.

BEGIN DATE	END DATE
April 1, 20 _____	March 31, 20_____

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-972
Agreement for Unmetered Electrical Service

Sheet 1

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION
- ☐ Customer
- ☐ Division,
- ☐ Records Processing

REFERENCES
PM#:_____
BD#:_____
SA#:_____

AGREEMENT FOR UNMETERED ELECTRICAL SERVICE

This Agreement between _____ (Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for equipment described in the attachments to this Agreement and billing data reported monthly or annually as required by this Agreement and subject to review by the Company for unmetered status.

WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for equipment installed subject to this Agreement; and

WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from manufacturer's specifications and operating characteristics of the Customer where the load is 11 hour photo controlled or 24 hour constant and of *one hundred fifty (150) watts or less rated or average consumption* on any one service connection point; and

WHEREAS, pursuant to the Company's electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service as provided herein.

NOW THEREFORE, in consideration of the terms and covenants contained herein, Customer and the Company hereby agree as follows:

1. Customer's equipment that is the subject of this Agreement, are identified in the data sheets set forth in Attachment A (Equipment). Each location will be considered a separate account and billed on the Company's regular monthly billing cycle for the applicable area. Each location will be evaluated for unmetered service separate from any other location. Billing of fixed usage will be done under the rate schedule indicated on Attachment A. Billing will be based on the methodology described in paragraph 3, below. This Agreement is for Equipment directly connected to the Company's distribution system, and is not available for equipment connected via a third party service, third party equipment, or through photo control adapters attached to Company-owned or third-party-owned street light facilities.

2. Each individual piece of Equipment shall constitute a separate unit for purposes of this Agreement. The method of determining the electric usage for each unit shall be as follows:

   a) Where a unit is controlled by a photo control, any such photo control must meet ANSI Standard C136.10, turn on value 1.0 foot candles and turn off value of 1.5 foot candles. Usage must be equal to or less than 150 watts rated or average consumption. It will be billed at 11 hours of photo controlled operating time per day.
   b) Where a unit is not photo controlled, the unit will be billed on a 24-hour basis. Usage must be equal to or less than 150 watts rated or average consumption.
   c) Customer shall provide the Company all of the information necessary to complete Attachment A, including without limitation, the description of the equipment model, type, unit and load, prior to the installation of any Equipment. To facilitate completion of Attachment A, third party testing results or metered results are required where Customer has no manufacturer data. Information to verify the number and location of all Equipment at each service location shall be reported as described in Attachment B.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Electric Sample Form No. 79-973
Generating Facility Interconnection Agreement
For Non-Export Generating Facilities

Please Refer to Attached
Sample Form

GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

This *Generating Facility Interconnection Agreement for Non-Export Generating Facilities* (Agreement) is entered into by and between _____, a _____ (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Non-Export Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1. A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2. Generating Facility identification number: _____ (Assigned by PG&E).

2.3. Producer's electric service agreement ID number: _____ (Assigned by PG&E).

2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____
Address: _____
City/Zip Code: _____

2.5. The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6. The Net Nameplate Rating of the Generating Facility is _____ kW.

2.7. The expected annual energy production of the Generating Facility is _____ kWh.

2.8. For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the Generating Facility ☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.

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: _____

City/Zip Code: _____

[1] Additional forms are available on PG&E's website at http://www.pge.com/gen).

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, 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).

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-982 Sheet 1
Electronic Commerce System User Agreement

Please Refer to Attached
Sample Form

ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

This agreement ("Agreement") is between Pacific Gas and Electric Company ("PG&E"), and the party identified below (hereafter "User").

WHEREAS, PG&E has established an electronic commerce system and one or more Web sites or other Internet-based electronic transaction and scheduling facilities (and may establish additional such facilities). (The electronic commerce system, Web site(s) and facilities are referred to herein collectively as the "ECS.") Included in the ECS is the capability to do the following transactions: enter into a Gas Transmission Service Agreement ("GTSA") and Exhibits thereto; enter into a Noncore Balancing Aggregation Agreement ("NBAA"); conduct natural gas pipeline related business, and trade on the California Gas Transmission (CGT) Trading Platform, including without limitation: (i) obtaining natural gas transportation, storage, parking and lending services provided pursuant to a GTSA on the PG&E natural gas pipeline system (collectively "Service Transactions"); (ii) scheduling of such services ("Scheduling Transactions"); (iii) trading of natural gas imbalances; and (iv) on-line accessing of pipeline related information. (The Service Transactions and Scheduling Transactions are also collectively referred to herein as "Transactions.")

WHEREAS, User desires to access and use the ECS; and PG&E is willing to provide such access subject to the terms and conditions set forth herein.

NOW THEREFORE, for consideration, the receipt and adequacy of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. ACCESS AND USE CONDITIONS

After execution of this Agreement, and subject to its terms and conditions, PG&E agrees to provide User with on-line access to the ECS, and User understands and agrees to the following:

1.1. User shall complete and execute the "Access Request Form," Exhibit B (Form 79-982-B), identifying authorized employees or agents of User, designated by User to access and use the ECS and execute transactions on behalf of User. PG&E will issue to User an identification code ("User ID") for each of User's employees and agents identified on the Access Request form, to enable User to access and use the ECS. Any and all use and/or access of the ECS with any of the User IDs issued to User shall be deemed and construed to be use or access by User. User shall strictly limit the use of the User IDs to those employees and agents of User who are identified on the Access Request form. User shall immediately notify PG&E when an individual identified on the Access Request form ceases to be authorized by User to use his or her User ID.

1.2. User shall take all measures to maintain the confidentiality of the User IDs and of all passwords used to access the ECS ("Passwords"). User shall be solely responsible for the assignment, security and use of the User IDs and Passwords and the control and monitoring of such use. PG&E shall have no responsibility for any of the foregoing and no liability for or arising from the use of the User IDs or Passwords by anyone. User

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Gas Sample Form No. 79-983 Sheet 1

Request for Reclassification From Noncore Service to Core Service

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

REQUEST FOR RECLASSIFICATION FROM NONCORE SERVICE TO CORE SERVICE

DISTRIBUTION
- ☐ Customer
- ☐ ES&S
- ☐ _____
- ☐ _____
- ☐ _____

REFERENCES
SA#:_____
Acct ID #:_____
_____
_____
_____

This form must be executed by a Customer that requests reclassification of its load from noncore service to core service. This form must also be executed by a new Customer that takes legal ownership of a business that is currently served under noncore rates when the new Customer elects to receive core service.

1. This Request for Reclassification from Noncore Service to Core Service (Request) is being made by _____ (Customer), for the facility located at _____ _____ (Service Address, City)

2. This Request is specific to the meter(s) installed at Service Point(s) _____.

3. Customer's gas service will be reclassified as Core Status and placed on the applicable core rate schedule(s) for a minimum period of five (5) years commencing on _____ (Effective date of Core Status), in accordance with Pacific Gas and Electric Company's Gas Rule 12.

4. A Customer that switches from noncore service to core service will pay the Crossover Charge for any of the first twelve (12) regular monthly billing periods that they are taking core procurement service from PG&E, as specified in Schedule G-CPX and their otherwise applicable core rate schedule.

5. This Request shall at times be subject to any changes or modification the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. Such changes or modification may be to this Request or to PG&E's applicable tariff schedule and rules.

This agreement is effective when accepted and executed by PG&E.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Customer/Company	
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

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Electric Sample Form No. 79-988 Sheet 1
Generating Facility Interconnection Agreement (Third Party Non-Exporting)

Please Refer to Attached
Sample Form

GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

This *Generating Facility Interconnection Agreement (3rd Party Non-Exporting)* (Agreement) is entered into by and between _____ a _____ (Producer), and Pacific Gas and Electric Company (PG&E), a California corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE, PURPOSE, AND RELATED AGREEMENT

1.1 This Agreement, in conjunction with the *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* (Form 79-992) identified in Section 1.2 and attached as Appendix E, 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 2.2. This Agreement does not provide for Producer to deliver electric power to PG&E's Distribution System, nor does this Agreement constitute an agreement by PG&E to provide retail electrical service to Producer. Such arrangements must be made separately between PG&E and Producer.

1.2 The Generating Facility shall be interconnected with PG&E's Distribution System consistent with, and pursuant to, the *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* between PG&E and _____, (Customer) its successors or assigns dated _____, (*Customer Agreement*).

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 Customer's loads are Interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement.

2.2 Name and address used by PG&E to locate the Customer's Electric Service Account(s) used to interconnect the Generating Facility with PG&E's Distribution System:

_____

_____

_____

Electric Sample Form No. 79-992 Sheet 1
Customer Generation Agreement
(Third Party Generator on Premises Non-Exporting)

Please Refer to Attached
Sample Form

CUSTOMER GENERATION AGREEMENT (3rd PARTY GENERATOR ON PREMISES, NON-EXPORTING)

This *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* (Agreement) is entered into by and between _____ _____ a _____ (Customer), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE, PURPOSE, AND RELATED AGREEMENTS

This Agreement, in conjunction with the *Generating Facility Interconnection Agreement (3rd Party Non-Exporting* (Form 79-988), identified in Section 2.2 and attached as Appendix A, allows the Producer (as identified in Section 2.2) to utilize Customer's electrical facilities to interconnect and operate the Generating Facility in parallel with PG&E's Distribution System. The purpose of the Generating Facility is to serve the Customer's electrical loads at the location identified in Section 2.1.

2. SUMMARY AND DESCRIPTION OF THE PARTIES AND LOCATION OF GENERATING FACILITY

2.1 The name and address used by PG&E to locate the Customer or electric service account where the Generating Facility interconnects with PG&E's Distribution System is:

_____

_____

_____

2.2 The Generating Facility shall be Interconnected with PG&E's Distribution System pursuant to the *Generating Facility Interconnection Agreement (3rd Party Non-Exporting)* between PG&E and _____ its successors or assigns (Producer) dated _____ (Producer Agreement).

Electric Sample Form No. 79-995 Sheet 1
Agreement for Customers Taking Service on Schedule E-31

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION

- ☐ Customer
- ☐ ES&S
- ☐ Customer Billing
- ☐ Service Analysis
- ☐ _____

REFERENCES

SA#: _____

AGREEMENT FOR CUSTOMERS TAKING SERVICE ON SCHEDULE E-31

This Agreement for Customers Taking Service on Schedule E-31 (hereinafter "Agreement") is made between _____ ("Customer" or "the Customer"), a(n) _____Corporation and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), a California corporation. PG&E and the Customer will be referred to collectively herein as the "Parties" or individually as "Party." Customer is either: (a) an existing PG&E customer who, because of Schedule E-31, is declining an offer of retail electric service from a competing irrigation district ("Competitor") through the use of Competitor's transmission and/or distribution facilities and thus is choosing not to bypass PG&E's distribution system for retail delivery of electricity to the Customer's premises; or (b) a potential PG&E customer who is currently taking, or has the option to take, retail distribution service from Competitor but, because of Schedule E-31, has decided to take retail distribution service from PG&E. Customer's premises are located at _____
("Premises").

This Agreement provides for a discount to be applied to Customer's otherwise-applicable PG&E rate schedule, to establish an average electric rate (net of commodity costs) competitive with the rate the Customer currently pays or would pay for obtaining electricity through [ne Competitor's distribution facilities ("Discount Percentage"). This discount is determined using the price calculations described in Section 1 below and is intended to respond to the potential for bypass of PG&E's distribution system by making PG&E's rates competitive with the rates offered by Competitor.

The Parties agree to the following terms and conditions:

AGREEMENT

1. **DISCOUNTED RATE**: The Customer's Discounted Rate under this Agreement will be calculated as follows:

    a. **PG&E Average Non-Commodity Rate**. The PG&E Average Non-Commodity Rate is me projected annual PG&E revenue from the Customer (excluding commodity cost revenue and taxes and surcharges) divided by the Customer's projected annual usage in kilowatt-hours. The projected annual PG&E revenue is calculated by applying the non-commodity rates in the Customer's otherwise-applicable schedule to its historical billing determinants over the preceding twelve months. Customer's historical billing determinants will be adjusted for projected load change.

    b. **Competitor's Average Non-Commodity Rate**. The Competitor's Average Non-Commodity Rate is calculated using the identical billing determinants in Section 1.a., above. The Competitor's tariff rates (or other documented non-tariff rate offer) are applied to billing determinants adjusted as appropriate to account for differences in Competitor's billing determinant definitions (e.g. seasons, time-of-use periods) to calculate total bundled annual revenue (excluding any applicable taxes and surcharges). An estimate of Customer's annual commodity cost is then subtracted from this amount, and the result is then divided by the Customer's projected total annual usage to obtain the Competitor's Average Non-Commodity Rate. PG&E will estimate the Customer's annual commodity cost based upon the generation rate component in PG&E's owe respective tariff as a proxy for what the Competitor would pay for its generation. After April 1. 2003, the generation rate in PG&E's rate schedule will be reduced by the energy surcharges provided in Schedule E-EPS to determine the generation portion of the rates.

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Electric Sample Form No. 79-997 Sheet 1
Interconnection Agreement for Net Energy Metering of Biogas Digester Generating Facilities

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:

- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ _____

REFERENCE:

_____
_____
_____
_____
_____

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

This "Interconnection Agreement for Net Energy Metering of Qualifying Biogas Digester Generating Facilities" ("Agreement") is entered into by and between _____("Biogas Customer-Generator"), and Pacific Gas and Electric Company ("PG&E"), a California Corporation. Biogas 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 Biogas Customer-Generator to interconnect and operate an Eligible Biogas Digester Electrical Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Biogas Customer-Generator's Generating Facility. Biogas Customer-Generator's Generating Facility is intended primarily to offset part or all of the Biogas Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Section 2827.9 of the California Public Utilities Code and Pacific Gas and Electric Company's electric rate Schedule NEMBIO ("NEMBIO"), Parties enter into this Agreement. This Agreement applies to the Biogas 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 BIOGAS 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 Biogas Customer-Generator's Eligible Biogas Digester Electrical Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to, and made a part of this Agreement. (This description is supplied by Biogas Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E)

2.3 Biogas Customer-Generator's electric service account number: _____ (Assigned by PG&E)

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Eligible Biogas Digester Electrical Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

Electric Sample Form No. 79-999 Sheet 1
Agreement for Limited Optional Remote Metering Service

Please Refer to Attached
Sample Form

Pacific Gas and Electric Company

DISTRIBUTION:

- ☐ CUSTOMER (Original)
- ☐ AREA OFFICE (Original)
- ☐ CUSTOMER BILLING
- ☐ CAPITAL ACCOUNTING
- ☐ CRT METERING

REFERENCE:

_____
_____
_____
_____
_____

AGREEMENT FOR LIMITED OPTIONAL REMOTE METERING SERVICE

This AGREEMENT FOR LIMITED OPTIONAL REMOTE METERING SERVICE (Agreement) is made by **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, (PG&E) and _____ (Customer) (individually "Party" and jointly "Parties").

The installation of PG&E's meters under this Agreement is pursuant to PG&E's electric tariff rules and rate schedules, of which this Agreement is a part. Customer agrees to abide by the requirements of PG&E's rules and rate schedules including the following terms and conditions.

1. At the request of Customer, PG&E hereby agrees, as an accommodation, to install at Customer's expense within a reasonable period of time, a PG&E-owned interval meter. PG&E will remove any existing meter.
2. If required, Customer is responsible for the installation of a wired telephone line that terminates within three (3) feet of the Customer's meter panel and terminates within eighteen (18) inches to seventy-two (72) inches above grade. Customer is also responsible for any maintenance and repair of the telephone line. The telephone line installation must be completed and the telephone line must be operational before PG&E will perform any meter installation work. For a situation in which it is not feasible for the telephone company to install a wired telephone line, PG&E may, at Customer's request and expense, arrange for a cellular telemetry system to be installed and activated.
   a. Customer is responsible for the on-going phone service charges.
   b. Operation and maintenance of telecommunications lines shall be Customer's sole responsibility.
3. PG&E will perform all metering and meter programming work. This includes all maintenance, repair, or any meter related work.
4. PG&E will bill Customer in advance of the meter installation work, its estimated cost for all costs associated with the meter installation, including labor, materials, shipping and administration costs. Customer agrees to pay an ownership cost, as specified in PG&E's Electric Rule 2, and any applicable Income Tax Component of Contribution (ITCC) at the rate set forth in PG&E's electric Preliminary Statement Part J. The Customer charges will be shown on Exhibit A – Cost Summary, to this Agreement. Revocation or termination of the Agreement in whole or in part shall not relieve Customer of any obligation: (a) to pay charges incurred prior to such revocation, nor (b) to indemnify PG&E as provided in Section 12 herein.
5. PG&E will begin the meter installation work when both parties have signed the Agreement and PG&E has received payment from the Customer.

PG&E Gas and Electric
Advice Submittal List
General Order 96-B, Section IV

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
California Cotton Ginners & Growers Assn
California Energy Commission

California Hub for Energy Efficiency Financing

California Alternative Energy and Advanced Transportation Financing Authority
California Public Utilities Commission
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Cenergy Power
Center for Biological Diversity

Chevron Pipeline and Power
City of Palo Alto

City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
Crossborder Energy
Crown Road Energy, LLC
Davis Wright Tremaine LLP
Day Carter Murphy

Dept of General Services
Don Pickett & Associates, Inc.
Douglass & Liddell

East Bay Community Energy Ellison Schneider & Harris LLP Energy Management Service
Engineers and Scientists of California

GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz & Ritchie
Green Power Institute
Hanna & Morton
ICF
IGS Energy
International Power Technology
Intestate Gas Services, Inc.
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated Waste Management Task Force
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McKenzie & Associates

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

Office of Ratepayer Advocates
OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.
SCD Energy Solutions
San Diego Gas & Electric Company

SPURR
San Francisco Water Power and Sewer
Sempra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead Electric Company
Western Manufactured Housing Communities Association (WMA)
Yep Energy