

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6391E
As of February 4, 2022

Subject: Advice Submittal Regarding Implementation of Senate Bill 155 (Committee on Budget and Fiscal Review, 2021) and Associated Modifications to Schedule NEMFC and Form 79-1010

Division Assigned: Energy

Date Filed: 11-03-2021

Date to Calendar: 11-05-2021

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	01-01-2022

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

415-973-4587

PGETariffs@pge.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov

November 3, 2021

Advice 6391-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Advice Submittal Regarding Implementation of Senate Bill 155 (Committee on Budget and Fiscal Review, 2021) and Associated Modifications to Schedule NEMFC and Form 79-1010

Purpose

Pacific Gas and Electric Company (PG&E) submits this Tier 1 Advice Letter (AL) to obtain approval for a revised Electric Rate Schedule NEMFC, Net Energy Metering for Fuel Cell Customer-Generators (NEMFC) and associated Form 79-1010, *Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities*, to implement Senate Bill (SB) 155, the “Public resources trailer bill.”¹ SB 155 became effective on September 23, 2021.²

Background**Assembly Bill 1214**

On October 2, 2003, the Governor of California approved Assembly Bill (AB) 1214, which established a pilot program to provide net energy metering for eligible fuel cell customer-generators, and also added Section 2827.10 to the California Public Utilities Code.

In compliance with AB 1214, PG&E submitted AL 2479-E on March 1, 2004, revising its electric tariffs to add a new Electric Rate Schedule Tariff Sheet, NEMFC – *Net Energy Metering Service For Fuel Cell Customer-Generators*, and a new interconnection agreement for Rate Schedule NEMFC, Form 79-1010, *Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities*.

¹ See Senate Bill No. 155 (2021),

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220SB155

² SB 155 states [emphasis added] “An act ... to amend Section 2827.10 of the Public Utilities Code ... *to take effect immediately...*” SB 155 was approved by the Governor on September 23, 2021 and filed with the Secretary of State on September 23, 2021. Furthermore, Cal. PU Code § 2827.10 states “Amended by Stats. 2021, Ch. 258, Sec. 42. (SB 155) Effective September 23, 2021.”

Senate Bill 155

On September 23, 2021, the Governor of California approved SB 155, which, among other things, extended the eligibility date for the tariff providing net energy metering for eligible fuel cell customer-generators from December 31, 2021 to December 31, 2023. Accordingly, California Public Utilities Code Section 2827.10(g) was also amended to reflect the new date.³

Scope of this Advice Letter

Pursuant to SB 155, which states “This bill would extend eligibility for the tariff [providing for net energy meeting for eligible fuel cell customer-generators] to fuel cell electrical generation facilities that commence operation on or before December 31, 2023,” PG&E is submitting this advice letter to update Electric Rate Schedule NEMFC and Form 79-1010 to reflect the new date, December 31, 2023.

Proposed Tariff Change and Revised Form

PG&E proposes to modify its Electric Rate Schedule NEMFC to reflect the new date of December 31, 2023, as shown below:

A fuel cell electrical generating facility shall not be eligible for participation in the NEMFC tariff unless it commences operation on or before December 31, 2021 2023 .

PG&E also proposes to revise Form 79-1010 – *Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities*, to reflect the new date of December 31, 2023.

Protests

*****Due to the COVID-19 pandemic, 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 November 23, 2021, which is 20 days after the date of this submittal. Protests must be submitted to:

³ See Cal. PU Code 2827.10 (2021), https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=PUC§ionNum=2827.10

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:

Sidney Bob Dietz II
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 on January 1, 2022.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

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

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@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) #: 6391-E

Tier Designation: 1

Subject of AL: Advice Submittal Regarding Implementation of Senate Bill 155 (Committee on Budget and Fiscal Review, 2021) and Associated Modifications to Schedule NEMFC and Form 79-1010

Keywords (choose from CPUC listing): Compliance

AL Type: Monthly Quarterly Annual One-Time Other:

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

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

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

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date: 1/1/22

No. of tariff sheets: 5

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

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

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

Tariff schedules affected: See Attachment 1

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: Sidney Bob Dietz II, c/o Megan Lawson
Title: Director, Regulatory Relations
Utility Name: Pacific Gas and Electric Company
Address: 77 Beale Street, Mail Code B13U
City: San Francisco, CA 94177
State: California Zip: 94177
Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx: (415)973-3582
Email: PGETariffs@pge.com

Name:
Title:
Utility Name:
Address:
City:
State: District of Columbia Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
51929-E	Electric Sample Form No. 79-1010 Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities Sheet 1	50565-E**
51930-E	ELECTRIC SCHEDULE NEMFC NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER- GENERATORS Sheet 2	38187-E
51931-E	ELECTRIC TABLE OF CONTENTS Sheet 1	51704-E
51932-E	ELECTRIC TABLE OF CONTENTS Sheet 6	50799-E
51933-E	ELECTRIC TABLE OF CONTENTS Sheet 28	50673-E



Electric Sample Form No. 79-1010 Sheet 1
Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

REFERENCE:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

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

1. SCOPE AND PURPOSE

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

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

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

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

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

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

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

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

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

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

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

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

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

4. CUSTOMER BILLING AND PAYMENT OPTIONS

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

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18, below, which shall be no later than December 31, 2023. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Fuel Cell Customer-

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

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

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

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

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Fuel Cell Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Fuel Cell Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Fuel Cell Customer-Generator fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to December 31, 2023; 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

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

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

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

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

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

7. INTERCONNECTION FACILITIES

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

8. LIMITATION OF LIABILITY

Each Party’s liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney’s fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. 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.

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

of any kind whatsoever.

9. INSURANCE

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

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

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

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

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGContractMgmt@pge.com

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: Electric Grid Interconnection - Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGContractMgmt@pge.com

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If to Fuel Cell Customer-Generator:

Fuel Cell Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX: (_____) _____

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

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

12. REVIEW OF RECORDS AND DATA

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

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

13. ASSIGNMENT

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

14. NON-WAIVER

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

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

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

15.2 This Agreement shall, at all times, be subject to such changes or modifications by the



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

Commission as it may from time to time direct in the exercise of its jurisdiction.

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

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

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

18. SIGNATURES

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

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

PACIFIC GAS AND ELECTRIC COMPANY

 Fuel Cell Customer Generator's Name

 Authorized by (Print)

 Signature

 Title

 Date

 Authorized by (Print)

 Signature

 Title

 Date



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

REFERENCE:

APPENDIX A

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

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

APPENDIX B
(If Applicable)

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

REFERENCE:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

APPENDIX C

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

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

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

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

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

Fuel Cell Customer-Generator's Initials _____

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

APPENDIX D

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

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

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

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

Specifically, I will be responsible for the following:

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



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

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)



ELECTRIC SCHEDULE NEMFC Sheet 2
NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-GENERATORS

APPLICABILITY: Pursuant to PU Code Section 2827.10, this schedule is available on a first-come, first-serve basis and will be closed to new customers once 281 MW of cumulative rated generating capacity (the Cap) is served under this schedule.
(Cont'd.)

Customers seeking preference for eligibility under this rate shall file an application with the CPUC to establish that their facilities are located in a community with significant exposure to air contaminants, or localized air contaminants, or both, including but not limited to communities of minority populations or low-income populations, or both, based on the ambient air quality standards established pursuant to PU Code Section 2827.10(d) and Division 26 (commencing with Section 39000) of the Health and Safety Code. The CPUC shall determine how such preference shall be implemented. In no event shall such an application, if granted, cause the cumulative rated generating capacity served by PG&E under this schedule to exceed the Cap.

A fuel cell electrical generating facility shall not be eligible for participation in the NEMFC tariff unless it commences operation on or before **December 31, 2023**.

(T)

Schedule NEMFC applies also to specified Net Energy Metering-eligible (NEM-eligible) generators in a generating facility comprised of multiple NEM and non-NEM Eligible generators, served through the same Point of Common Coupling (PCC), where the any NEM-eligible generating capacity is not more than allowed in the Applicability Section of its respective NEM tariff. Such facilities will be referred to as Multiple Tariff Facilities, and any group of generators within such a facility that is subject to the same tariff provisions for billing and metering purposes will be referred to as a Constituent Generator Group. In order to be eligible for this rate schedule in a Multiple Tariff Facility, the Customer-Generator must meet all the requirements of Special Condition 7 for the Schedule NEMFC eligible generator, and must also meet any other applicable tariffs.

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Advice 6391-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

November 3, 2021
January 1, 2022



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Advice 6391-E
November 3, 2021

Attachment 2

Redline Tariff Revisions



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

REFERENCE:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

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

1. SCOPE AND PURPOSE

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

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

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

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

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

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

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

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

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

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

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

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

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

4. CUSTOMER BILLING AND PAYMENT OPTIONS

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

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18, below, which shall be no later than December 31, ~~2013~~2023. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Fuel Cell Customer-

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

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

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

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

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Fuel Cell Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Fuel Cell Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Fuel Cell Customer-Generator fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to December 31, ~~2021~~2023; 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



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

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

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

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

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

7. INTERCONNECTION FACILITIES

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

8. LIMITATION OF LIABILITY

Each Party’s liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney’s fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. 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.

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

of any kind whatsoever.

9. INSURANCE

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

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

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

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

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGContractMgmt@pge.com

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: Electric Grid Interconnection - Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGContractMgmt@pge.com



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If to Fuel Cell Customer-Generator:

Fuel Cell Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX: (_____) _____

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

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

12. REVIEW OF RECORDS AND DATA

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

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

13. ASSIGNMENT

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

14. NON-WAIVER

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

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

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

15.2 This Agreement shall, at all times, be subject to such changes or modifications by the



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

Commission as it may from time to time direct in the exercise of its jurisdiction.

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

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

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

18. SIGNATURES

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

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

PACIFIC GAS AND ELECTRIC COMPANY

Fuel Cell Customer Generator's Name

Authorized by (Print)

Signature

Title

Date

Authorized by (Print)

Signature

Title

Date



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

REFERENCE:

APPENDIX A

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

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

APPENDIX B
(If Applicable)

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

REFERENCE:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

APPENDIX C

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

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

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

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

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

Fuel Cell Customer-Generator’s Initials _____

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

APPENDIX D

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

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

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

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

Specifically, I will be responsible for the following:

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



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

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)



ELECTRIC SCHEDULE NEMFC Sheet 2
NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-GENERATORS

APPLICABILITY: Pursuant to PU Code Section 2827.10, this schedule is available on a first-come, first-serve basis and will be closed to new customers once 281 MW of cumulative rated generating capacity (the Cap) is served under this schedule.
(Cont'd.)

Customers seeking preference for eligibility under this rate shall file an application with the CPUC to establish that their facilities are located in a community with significant exposure to air contaminants, or localized air contaminants, or both, including but not limited to communities of minority populations or low-income populations, or both, based on the ambient air quality standards established pursuant to PU Code Section 2827.10(d) and Division 26 (commencing with Section 39000) of the Health and Safety Code. The CPUC shall determine how such preference shall be implemented. In no event shall such an application, if granted, cause the cumulative rated generating capacity served by PG&E under this schedule to exceed the Cap.

A fuel cell electrical generating facility shall not be eligible for participation in the NEMFC tariff unless it commences operation on or before **December 31, 2024**~~2023~~.

(T)

Schedule NEMFC applies also to specified Net Energy Metering-eligible (NEM-eligible) generators in a generating facility comprised of multiple NEM and non-NEM Eligible generators, served through the same Point of Common Coupling (PCC), where the any NEM-eligible generating capacity is not more than allowed in the Applicability Section of its respective NEM tariff. Such facilities will be referred to as Multiple Tariff Facilities, and any group of generators within such a facility that is subject to the same tariff provisions for billing and metering purposes will be referred to as a Constituent Generator Group. In order to be eligible for this rate schedule in a Multiple Tariff Facility, the Customer-Generator must meet all the requirements of Special Condition 7 for the Schedule NEMFC eligible generator, and must also meet any other applicable tariffs.

(Continued)

Advice 4971-E-A
Decision

Issued by
Steven Malnight
Senior Vice President
Regulatory Affairs

Date Filed
Effective
Resolution

January 19, 2017

**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

Intertie

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

OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.
SCD Energy Solutions
San Diego Gas & Electric Company

SPURR
San Francisco Water Power and Sewer
Semptra 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