

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



Pacific Gas & Electric Company
GAS (Corp ID 39)
Status of Advice Letter 4728G/6900E
As of May 1, 2023

Subject: Updates to Tariffs for Oakland Office

Division Assigned: Energy

Date Filed: 03-30-2023

Date to Calendar: 04-05-2023

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	04-01-2023

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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



March 30, 2023

Advice 4728-G/6900-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Updates to Tariffs for Oakland Office

Purpose

Pacific Gas and Electric Company (PG&E or the Company) submits this Tier 1 advice letter to revise its tariffs by replacing the San Francisco Address with the new Oakland Office Address throughout its tariff books as shown in Attachment 1.

Tariff Revisions

PG&E is submitting revisions to its gas and electric tariffs to replace the San Francisco Address with the new Oakland Office Address. A matrix describing all tariff revisions is included in Appendix A to this advice letter. The affected tariff sheets are listed on the enclosed Attachment 1.

PG&E's tariffs currently do not have a uniform San Francisco address and may vary slightly between tariffs. For this reason, effective with this submittal, all current San Francisco address will be replaced as follows:

San Francisco Address	Replacement Oakland Office
• 77 Beale Street San Francisco, CA 94105	• 300 Lakeside Drive Oakland, CA 94612
• 77 Beale Street P.O. Box 770000 San Francisco, CA 94177	• 300 Lakeside Drive Oakland, CA 94612
• P.O. Box 770000 San Francisco, CA 94177	• 300 Lakeside Drive Oakland, CA 94612
• 245 Market Street San Francisco, CA 94105-000	• 300 Lakeside Drive Oakland, CA 94612

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than April 19, 2023, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
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 and 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 April 1, 2023.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically 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/

Sidney Bob Dietz II
Director, Regulatory Relations
CPUC Communications

Attachments



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39 M)

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) #: 4728-G/6900-E

Tier Designation: 1

Subject of AL: Updates to Tariffs for Oakland Office

Keywords (choose from CPUC listing): Forms, Tariffs

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: 4/1/23

No. of tariff sheets: 65

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

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson
Title: Director, Regulatory Relations
Utility/Entity Name: Pacific Gas and Electric Company

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email: PGETariffs@pge.com

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

Appendix A

Matrix of Revisions to Tariffs

Advice 4728-G/6900-E				
Appendix A - Matrix of Revisions to Tariffs				
#	Tariff	Page #	Oakland Address Update	Existing Address to be Updated
1.	Gas Title – Counties Served with Gas Service	Page 1	X	77 Beale Street San Francisco, CA
2.	Electric Title – Counties Served with Electric Service	Page 1	X	77 Beale Street San Francisco, CA
Gas Sample Forms				
3.	Gas Sample Form 79-1119 - Tenant Rights Letter	Page 1	X	P.O. Box 770000 San Francisco, CA 94177-1490
4.	Gas Sample Form 79-1164 - Mobilehome Park Utility Upgrade Program Application	Page 2	X	77 Beale St., Mail Code B10B San Francisco, CA 94105-1814
5.	Gas Sample Form 79-1165 - Mobilehome Park Utility Upgrade Program Agreement	Page 3	X	77 Beale Street, Mail Code B10B San Francisco, CA 94105-1814
6.	Gas Sample Form 79-1173 - Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information	Page 7	X	77 Beale Street, Mail Code 3B3 San Francisco, CA 94105
7.	Gas Sample Form 79-1186 - Share My Data Customer Authorization or Revocation of Authorization Form	Page 4	X	245 Market Street, N3E San Francisco, CA 94105
8.	Gas Sample Form 79-845, Attachment F- Core Gas Aggregation Service Agreement	Page 1	X	P.O. Box 770000, Mail Code N8C San Francisco, CA 94177
				245 Market Street, Mail Code N8C San Francisco, CA 94105
				P.O. Box 770000, Mail Code B12C San Francisco, CA 94177
9.	Gas Sample Form 79-845, Attachment K- Core Gas Aggregation Service Agreement	Page 5,12	X	Mail Code N8C P.O. Box 770000 San Francisco, CA 94177
Electric Sample Forms				
10.	Electric Sample Form 79-1010 - Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities	Page 7	X*	P.O. Box 770000 Mail Code N7L San Francisco, CA 94177
11.	Electric Sample Form 79-1038 - Application for Essential Use Customer Status	Page 1	X	245 Market Street, Mail Code N8C San Francisco, CA 94105

“X” indicates the following Oakland Address: 300 Lakeside Drive, Oakland, CA 94612

“X*” indicates the following Oakland Address: 300 Lakeside Drive, Suite 210, Oakland, CA 94612

Advice 4728-G/6900-E				
Appendix A - Matrix of Revisions to Tariffs				
#	Tariff	Page #	Oakland Address Update	Existing Address to be Updated
12.	Electric Sample Form 79-1050 - Contract for Customer Provision of Physically Assured Load Reduction	Page 6	X	P.O. Box 770000, Mail Code 13U San Francisco, CA 94177-0001
13.	Electric Sample Form 79-1069 - Generating Facility Interconnection Agreement (Multiple Tariff)	Page 13	X*	P.O. Box 770000 Mail Code N7L San Francisco, CA 94177
14.	Electric Sample Form 79-1069-02 - Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)	Page 12,13	X*	P.O. Box 770000 Mail Code N7L San Francisco, CA 94177
15.	Electric Sample Form 79-1102 - Section 399.20 Power Purchase Agreement	Page 11,12	X*	245 Market Street, Mail Code N12E San Francisco, CA 94105-0001
				77 Beale Street, Room E280 San Francisco, CA 94105
16.	Electric Sample Form 79-1103 - Small Renewable Generator Power Purchase Agreement	Page 11,12	X*	245 Market Street, Mail Code N12E San Francisco, CA 94105-0001
				77 Beale Street, Room E280 San Francisco, CA 94105
17.	Electric Sample Form 79-1114 - NEM 2010 Early True-up Request Form	Page 1	X*	P.O. Box 770000 Mail Code B12C San Francisco, CA 94177
18.	Electric Sample Form 79-1119 - Tenant Rights Letter	Page 1	X	P.O. Box 770000 San Francisco, CA 94177
19.	Electric Sample Form 79-1125 - NEM / NEMV / NEMVMASH Inspection Report	Page 3	X*	Mail Code N7L P.O. Box 770000 San Francisco, CA 94177
				Mail Code N7L 245 Market St. San Francisco, CA 94105
20.	Electric Sample Form 79-1130 - Request to Opt-out of / Opt-in to Compensation for Surplus Electricity	Page 1	X*	Mail Code B12C P.O. Box 770000 San Francisco, CA 94177
21.	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 17	X	77 Beale Street, Room E280 San Francisco, CA 94105
22.	Electric Sample Form 79-1149 - Election to Withdraw from the Capacity Bidding Program Form	Page 1	X	P.O. Box 770000, Mail Code N3E San Francisco, CA 94177

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Advice 4728-G/6900-E				
Appendix A - Matrix of Revisions to Tariffs				
#	Tariff	Page #	Oakland Address Update	Existing Address to be Updated
23.	Electric Sample Form 79-1150 - Renewable Market Adjusting Tariff Power Purchase Agreement	Page 84,89	X	77 Beale Street, Mail Code B28L San Francisco, CA 94105
				77 Beale Street, Mail Code N12E San Francisco, CA 94105-1702
				P.O. Box 770000, Mail Code N12E San Francisco, CA 94177
24.	Electric Sample Form 79-1159 - Electric Vehicle Submetering Pilot (Phase 1) Customer Enrollment Agreement	Page 1	X	77 Beale St. San Francisco, CA 94105
25.	Electric Sample Form 79-1164 - Mobilehome Park Utility Upgrade Program Application	Page 2	X	77 Beale St., Mail Code B10B San Francisco, CA 94105-1814
26.	Electric Sample Form 79-1165 - Mobilehome Park Utility Upgrade Program Agreement	Page 3	X	77 Beale Street, Mail Code B10B San Francisco, CA 94105-1814
27.	Electric Sample Form 79-1172 - Bioenergy Market Adjusting Tariff Power Purchase Agreement	Page 10,77	X	77 Beale Street, Mail Code N12E San Francisco, CA 94105-1702
				P.O. Box 770000, Mail Code N12E San Francisco, CA 94177
				77 Beale Street, Mail Code B28L San Francisco, CA 94105
28.	Electric Sample Form 79-1173 - Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information	Page 7	X	77 Beale Street, Mail Code 3B3 San Francisco, CA 94105
29.	Electric Sample Form 79-1186 - Share My Data Customer Authorization or Revocation of Authorization Form	Page 4	X	245 Market Street, N3E San Francisco, CA 94105
30.	Electric Sample Form 79-1187 - Bioenergy Market Adjusting Tariff Program (BioMAT Program) - Fuel Resource Attestation	Page 6	X*	77 Beale Street, B25J San Francisco, CA 94105
31.	Electric Sample Form 79-1188 - Special Agreement for Retail Storage Station Service for In Front of the Meter Applications	Page 3	X*	77 Beale Street, Mail Code B8M San Francisco, CA 94105

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Advice 4728-G/6900-E				
Appendix A - Matrix of Revisions to Tariffs				
#	Tariff	Page #	Oakland Address Update	Existing Address to be Updated
32.	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 6	X*	245 Market Street Mail Code N7L San Francisco, CA 94105-1702
33.	Electric Sample Form 79-1191 - Interconnection Agreement for Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT) Generating Facility	Page 8	X*	P.O. Box 770000 Mail Code N7L San Francisco, CA 94177
34.	Electric Sample Form 79-1192 - Interconnection Agreement for Non-Export Storage Generating Facilities 500KW or Less	Page 6,7	X*	P.O. Box 770000 Mail Code N7L San Francisco, CA 94177
35.	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 6	X*	245 Market Street Mail Code N7L San Francisco, CA 94105-1702
36.	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 7,8	X*	77 Beale St., San Francisco, CA 94105
				P.O. Box 770000 Mail Code N7L San Francisco, CA 94177
37.	Electric Sample Form 79-1200 - Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities	Page 27,28	X*	245 Market Street Mail Code N7L San Francisco, CA 94105-1702
38.	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 6	X*	245 Market Street Mail Code N7L San Francisco, CA 94105-1702

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Advice 4728-G/6900-E				
Appendix A - Matrix of Revisions to Tariffs				
#	Tariff	Page #	Oakland Address Update	Existing Address to be Updated
39.	Electric Sample Form 79-1220 - Interconnection Agreement for Net Energy Metering (NEM) of a Renewable Electric Generating Facility of 1,000 kW or Less, Except Solar or Wind Facilities of 30 kW or Less, and Virtual Net Energy Metering (NEMV) of a Renewable Electric Generating Facility of 1,000 kW or Less	Page 8	X*	77 Beale St., San Francisco, CA 94105 P.O. Box 770000 Mail Code N7L San Francisco, CA 94177
40.	Electric Sample Form 79-1220-02 - Interconnection Agreement for Net Energy Metering 2 (NEM2) of a Renewable Electric Generating Facility of 1,000 kW or Less, Except NEM2 Solar or Wind Facilities of 30 kW or Less, and Virtual Net Energy Metering (NEM2V) of a Renewable Electric Generating Facility of 1,000 kW or Less	Page 8, 9	X*	77 Beale St. San Francisco, CA 94105 P.O. Box 770000 Mail Code N7L San Francisco, CA 94177
41.	Electric Sample Form 79-285 - Special Agreement for Electrical Standby Service	Page 5	X*	77 Beale St. B8M San Francisco, CA 94105
42.	Electric Sample Form 79-726 - Electric Standby Service Log Sheet Schedule S or SB	Page 1	Email Only	P.O. Box 770000 Mail Code B12C San Francisco, CA 94177-0001
43.	Electric Sample Form 79-957 - Electric Distribution Service Line Lease Agreement	Page 8	X	P.O. Box 770000 San Francisco, CA 94177
44.	Electric Sample Form 79-973 - Generating Facility Interconnection Agreement For Non-Export Generating Facilities	Page 7	X*	P.O. Box 770000 Mail Code N7L San Francisco, CA 94177
45.	Electric Sample Form 79-988 - Generating Facility Interconnection Agreement (Third Party Non-Exporting)	Page 7	X*	P.O. Box 770000 Mail Code N7L San Francisco, CA 94177

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Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
38497-G	Gas Sample Form 79-1119 Tenant Rights Letter Sheet 1	37554-G
38498-G	GAS SAMPLE FORM 79-1164 MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION Sheet 1	36867-G
38499-G	GAS SAMPLE FORM 79-1165 MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT Sheet 1	37443-G
38500-G	Gas Sample Form No. 79-1173 Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information Sheet 1	36872-G
38501-G	Gas Sample Form No. 79-1186 Customer Information Service Request For Share My Data (CISR-SMD) Sheet 1	36873-G
38502-G	Gas Sample Form No. 79-845F Core Gas Aggregation Service Agreement ATTACHMENT F - Formal Communications Between Parties Sheet 1	30892-G
38503-G	Gas Sample Form No. 79-845K Core Gas Aggregation Service Agreement ATTACHMENT K - Core Transport Agent Billing Agreement Sheet 1	30003-G
38504-G	GAS TABLE OF CONTENTS Sheet 1	38495-G
38505-G	GAS TABLE OF CONTENTS Sheet 2	38457-G
38506-G	GAS TABLE OF CONTENTS Sheet 9	37893-G
38507-G	GAS TABLE OF CONTENTS Sheet 10	37894-G
38508-G	GAS TABLE OF CONTENTS Sheet 11	37006-G
38509-G	GAS TABLE OF CONTENTS Sheet 12	38274-G
38510-G	Gas Tariff Book Title Page Sheet 1	30633-G

Cal P.U.C. Sheet No.	Title of Sheet

Cancelling Cal P.U.C. Sheet No.



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Revised
Cancelling Revised

Cal. P.U.C. Sheet No. 38497-G
Cal. P.U.C. Sheet No. 37554-G

Gas Sample Form 79-1119
Tenant Rights Letter

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 4728-G
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted March 30, 2023
Effective April 1, 2023
Resolution _____



**Pacific Gas and
Electric Company®**

Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612

Month xx, 2017

«Customer Name»
«Customer Name2»
«Mailing Address2»
«Mailing Address»
«Mailing City, State ZIP»

**Payment is overdue for
energy service at your
address. To avoid a
service disruption,
please call us to
discuss your options.**

Dear «Customer Name»,

The landlord or entity responsible for making energy payments at this address has been notified that payment on this account is past due. Unless the full past due amount is paid immediately, your electric and/or gas service may be disconnected.

As a tenant at this address, you may be able to avoid a service disruption if your utilities are included in your rent. Under California Public Utilities Code 777, you have the right to assume responsibility for future energy bills without paying any past due amount on the account.

We want to help you avoid disruption in your Pacific Gas and Electric Company service. When you call, please inform our customer service representative that you have received this letter, and have your rental agreement or lease available.

Please call us at **1-800-743-5000**. We're available to assist you Monday through Friday 7 a.m. to 7 p.m. and Saturday 8 a.m. to 5 p.m.

Sincerely,

Credit Operations
Pacific Gas and Electric Company

Aviso a Inquilinos—Desconexión del Gas/Electricidad

Se le ha comunicado al propietario o entidad responsable de efectuar los pagos de energía en esta dirección que el pago de la cuenta está atrasado. De no efectuarse el pago completo en forma inmediata, su servicio de gas y/o electricidad podría ser desconectado.

Como inquilino en esta dirección, usted podría evitar desconexiones si sus servicios estuvieran incluidos en el costo de su alquiler. Bajo el Código de Servicios Públicos de California No. 777, usted tiene el derecho de asumir responsabilidad por futuras facturas de energía sin tener que pagar ningún monto atrasado.

Nosotros queremos ayudarlo a evitar cualquier interrupción en su servicio de PG&E. Cuando nos llame, por favor, informe al representante de servicio al cliente que ha recibido esta carta y tenga disponible su acuerdo o contrato de alquiler.

Por favor llámenos al **1-800-660-6789**. Estamos a su disposición para atenderle de lunes a viernes de 7 a.m. a 7 p.m. y el sábado de 8 a.m. a 5 p.m.

住戶通知—中斷煤氣/電力供應

請注意需支付此地址能源費用的房東或實際負責人，已被通知帳戶逾期未繳。除非立即付清帳戶之應繳金額，您的電力與/或煤氣服務可能會被中斷。

身為本地址之住戶，如果您的租金已包含支付能源費用，您也許可避免被中斷所有服務的情況。在加州公用事業法規第 777 條(California Public Utilities Code 777)下，您有權為將來的能源帳單負責，而不用支付任何過去帳戶所積欠的金額。

我們希望幫助您避免 PG&E 服務遭受中斷的狀況，所以當您來電時，請告知您的客戶服務代表您已收到此通知信，並備妥您的承租同意書或租約。

請致電 **1-800-893-9555** 與我們聯絡。我們可為您提供協助，服務時間為週一至週五上午 7 時至晚上 7 時及週六上午 8 時至晚上 5 時。

Thông Báo Dành Cho Người Thuê Nhà—Dịch Vụ Khí Đốt/Điện Bị Cúp Ngang

Xin báo cho quý vị biết là chủ nhà, hay người đang chịu trách nhiệm trả hoá đơn năng lượng cho địa chỉ này đã được thông báo là số tiền cần phải trả cho trường mục của họ đã quá hạn. Trừ khi toàn bộ số tiền thiếu nợ trong hoá đơn được trả ngay lập tức, dịch vụ điện và/hay khí đốt của quý vị có thể sẽ bị cúp ngang.

Là người đang cư ngụ tại địa chỉ này, quý vị có thể tránh bị cúp dịch vụ nếu số tiền trả cho các dịch vụ tiện ích đã được trả gộp trong tiền thuê nhà. Theo Điều Luật Tiện Ích Công Cộng Tiểu Bang California Public Utilities Số 777, quý vị có quyền nhận trách nhiệm trả tiền hoá đơn năng lượng trong tương lai mà không cần phải trả bất kỳ số tiền thiếu nào trong trường mục trước đây.

Chúng tôi muốn giúp quý vị tránh bị cúp ngang bất kỳ dịch vụ nào từ PG&E. Khi quý vị gọi điện thoại cho chúng tôi, xin cho nhân viên phục vụ khách hàng của chúng tôi biết quý vị nhận được lá thư này, và chuẩn bị sẵn hợp đồng thuê muốn hay thuê dài hạn.

Vui lòng gọi cho chúng tôi tại số **1-800-298-8438**. Chúng tôi luôn sẵn lòng giúp đỡ quý vị từ thứ Hai đến thứ Sáu, 7 a.m. đến 7 p.m. và thứ Bảy, 8 a.m. đến 5 p.m.

Paalala para sa mga Nangungupahan—Pagtigil sa serbisyo ng Gas/Kuryente

Nais naming ipagbigay-alam sa inyo na naabisuhan na namin ang may-ari o ang taong dapat nagbabayad ng kuryente at gas sa tirahang ito na ang bayad sa account na ito ay lampas na sa 30 araw. Kung hindi mababayaran ng buo ang naantalang bayarin sa lalong madaling panahon, maaari naming itigil ang serbisyo ng inyong gas at kuryente.

Bilang nangungupahan sa tirahang ito, maari ninyong maiwasan na maputulan ng serbisyo kung kasama sa upa ang mga serbisyong nabanggit. Ayon sa California Public Utilities Code 777, kayo ay may karapatang bayaran lamang ang mga susunod na energy bills at tumangging bayaran ang mga naantalang utang.

Gusto namin kayong tulungan ang pagputol sa serbisyo ng PG&E. Sa pagtawag ninyo sa nabanggit na numero, mangyari po lamang na banggitin sa aming representante na natanggap ninyo ang liham na ito at sa inyong pagtawag ay ihanda ang inyong kasunduan sa pag-upa o renta upang mapadali ang proseso.

Pakitawagan kami sa **1-800-743-5000**. Puwede namin kayong tulungan mula Lunes hanggang Biyernes 7 a.m. hanggang 7 p.m. at tuwing Sabado mula 8 a.m. hanggang 5 p.m.

주민 여러분께 알림—가스/전기 중단

이 건물의 주인 또는 이 주소의 전기료를 납부하는 총책임자는 이 계정의 납입료 미납 통보를 받았음을 알려드립니다. 지금 즉시 총 미납액을 지불하지 않으면 귀하의 전기 또는 가스 서비스가 중단될 것입니다.

이 주소의 거주자인 귀하의 렌트비에 공과금이 포함되어 있다면 귀하는 서비스 중단을 피할 수 있습니다. 가주 공과금 777 법에 따라 귀하는 이 계정의 미납분을 지급하지 않고도 향후 전기료에 대한 책임을 지닐 권리가 있습니다.

PG&E는 귀하가 현재 받고 계신 서비스가 중단되지 않도록 돕고 싶습니다. 소비자 서비스 담당자에게 전화하셔서 귀하가 이 편지를 받았으며, 임대계약서나 유효한 임대서류를 보유하고 있음을 알려주시기 바랍니다.

1-800-743-5000 번으로 연락하여 주십시오. 운영 시간은 월요일-금요일 오전 7시부터 오후 7시까지, 토요일 오전 8시부터 오후 5시까지입니다.



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 Rule¹), 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 Utility² 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.

<u>Electric Service</u>	<u>Natural Gas Service</u>	
☐	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
Liberty Utilities – Rule 23
Pacific Gas and Electric – Rule 28
Pacific Power – Rule 26

San Diego Gas and Electric – Rule 44
Southern California Edison – Rule 27
Southern California Gas – Rule 44
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



A Sempra Energy utility™

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
300 Lakeside Drive
Oakland, CA 94612



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

☐ Units on individual parcels

☐ Common use shared ownership

☐ 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

<u>Current Gas Service Account Number</u>	<u>Current Rate Schedule</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

- ☐ Master-Meter/Sub-Meter Electric
☐ Master Electric Meter, no Sub-Meter
☐ Other: _____

Gas

- ☐ Master Meter/Sub-Meter Gas
☐ Master Gas Meter, no Sub-Meter
☐ 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.

MOBILEHOME PARK

UTILITY CONVERSION PROGRAM APPLICATION

- 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: _____	☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____	☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____	☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater	☐ Outdoor Gas Heaters
Btu rating: _____	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: _____	☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____	☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____	☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater	☐ Outdoor Gas Heaters
Btu rating: _____	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"*

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

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.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

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.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

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.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

12. MHP Owner/Operator Certification

I hereby declare under penalty of perjury that I am the person⁴, 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.

<u>Not Available</u>	<u>Being Provided</u>	<u>Documents</u>
☐	☐	<u>List of Registered Homeowners and Residents:</u> 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.
☐	☐	<u>Service Documents:</u> 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).
☐	☐	<u>Single Line Diagram:</u> 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.
☐	☐	<u>Additional Infrastructure:</u> 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.
☐	☐	<u>Site Plan:</u> 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.
☐	☐	<u>Tract Map:</u> 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 _____

Attachment B – Additional Information

- ☐ 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

[illegible]

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)	☐ 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: # _____ 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: # _____ 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: # _____ 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)	

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	☐ Outdoor Gas Heaters	
Btu rating: _____	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	☐ Outdoor Gas Heaters	
Btu rating: _____	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	☐ Outdoor Gas Heaters	
Btu rating: _____	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	☐ Outdoor Gas Heaters	
Btu rating: _____	Btu rating: _____	
☐ Other gas loads _____		
Btu rating: _____		



**Pacific Gas and
Electric Company®**

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San Francisco, California

Revised
Cancelling Revised

Cal. P.U.C. Sheet No. 38499-G
Cal. P.U.C. Sheet No. 37443-G

GAS SAMPLE FORM 79-1165
MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 4728-G
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted March 30, 2023
Effective April 1, 2023
Resolution _____



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.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- 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.

**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT**

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
300 Lakeside Drive
Oakland, CA 94612

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

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- 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:

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- 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.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- 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.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- 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

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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.

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- 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



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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

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- 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.



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- 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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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

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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

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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.

_____ <i>Name of Mobilehome Park</i>	PACIFIC GAS AND ELECTRIC COMPANY
_____ <i>Company Name of Owner/Operator</i>	_____
_____ <i>Signature</i>	_____ <i>Signature</i>
_____ <i>Print Name</i>	_____ <i>Type/Print Name</i>
_____ <i>Title</i>	_____ <i>Title</i>
_____ <i>Date</i>	_____ <i>Date</i>



**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 Conversion Program 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
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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 contractor 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) \$ _____



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Attachment B
Contractor Selection**

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
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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

Table C-1	"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		
	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
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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&E¹)

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
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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)

	<u>Cost Covered by the MHP Program</u>	<u>Costs Not Covered by the MHP Program²</u>
<u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.	\$ _____	\$ _____
<u>Electric System</u> – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.	Materials: \$ _____	\$ _____
	Labor: \$ _____	\$ _____
<u>Gas System</u> – Includes, but is not limited to, houseline plumbing from the PG&E riser to the customer connection including labor and materials.	Materials: \$ _____	\$ _____
	Labor: \$ _____	\$ _____
<u>Other</u> – 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

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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

**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT**

Attachment F –

**Consumer Protection Measures for Residents
Participating in the Mobilehome Park Utility
Conversion Program**

The MHP residents are intended third party beneficiaries with respect to the protections contained in the following clause and shall have the sole rights to enforce this clause:

The property owner cannot raise the rent of a unit because of increased value of the unit solely due to infrastructure improvements provided by the MHP Program. Allowable factors for rent increase include, but are not limited to, an increase in property taxes, operation and maintenance cost, and/or amortizing costs of property improvements other than those made by the MHP Program. The owner(s) of the MHP shall provide notice of this protection from rent increases due to participation in the MHP Utility Program in writing to each MHP resident within 3 days of transfer of the MHP infrastructure to the utility following program completion. The notice will include the current contact information for mobilehome resources such as the Mobilehome Assistance Center and the Mobilehome Residency Law Protection Program at:

Mobilehome Assistance Center (Complaints): (800) 952-8356

MHAssistance@hcd.ca.gov

P.O. Box 278690 Sacramento, CA 95827-8690

Mobilehome Residency Law Protection Program (MRL Complaints): (800) 952-8356

MRLComplaint@hcd.ca.gov

P.O. Box 278690 Sacramento, CA 95827-8690



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.



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].



ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

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)



ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

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 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.

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



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): _____



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 300 Lakeside Drive, Oakland, CA 94612



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.)

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)

CUSTOMER INFORMATION SERVICE REQUEST FOR SHARE MY DATA (CISR-SMD)

[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: _____

CUSTOMER INFORMATION SERVICE REQUEST FOR SHARE MY DATA (CISR-SMD)

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
300 Lakeside Drive
Oakland, CA 94612



Gas Sample Form No. 79-845F
Core Gas Aggregation Service Agreement
ATTACHMENT F - Formal Communications Between Parties

Sheet 1

**Please Refer to Attached
Sample Form**

CORE GAS AGGREGATION SERVICE AGREEMENT

ATTACHMENT F FORMAL COMMUNICATIONS BETWEEN PARTIES

This Attachment F designates the formal contact names, mailing addresses, phone numbers, fax numbers, and e-mail addresses for the Parties to the Core Gas Aggregation Service Agreement. The designated contact information for a Party may be changed from time to time by that Party by submitting a revised Attachment F to the other Party.

Formal Notices and Program Administration

To PG&E

To CTA

Business Name: Pacific Gas & Electric Company
Mailing Address: Core Gas Aggregation Program
300 Lakeside Drive
Oakland, CA 94612
Address for Hand Delivery: 300 Lakeside Drive
Oakland, CA 94612
Attention: ESP Services Account Manager
Telephone Number:
Fax Number: (415) 973-2194
E-mail: CTAAccountManagers@pge.com

CTA Invoices

Business Name: Pacific Gas & Electric Company
Mailing Address: 300 Lakeside Drive
Oakland, CA 94612
Attention: Core Transport Billing
Telephone Number: (415) 973-6059
Fax Number: (415) 973-0775

Payments

Business Name: Pacific Gas & Electric Company
Mailing Address: P.O. Box 52001
San Francisco, CA 94152
Attention: Accounts Receivable
E-mail:



CORE GAS AGGREGATION SERVICE AGREEMENT ATTACHMENT F FORMAL COMMUNICATIONS BETWEEN PARTIES

Pipeline Capacity and Storage Allocations

To PG&E

To CTA

Business Name: Pacific Gas & Electric Company
Mailing Address: 6121 Bollinger Canyon Road
San Ramon, CA 94583
Attention: CTA Sr. Product Manager
Telephone Number: (925) 244-3523
Fax Number: (925) 244-3544
E-mail: cgtcoretransport@pge.com

Usage History Requests

E-mail: espservicesCISR@pge.com

Recipient e-mail

Billing/Payment Files

Daily Billing File

Daily Payment File

Daily Adjustment File

Reports

Monthly Customer Snapshot Report

Monthly Billing Snapshot Report

Informational Copy of PG&E-Generated Quarterly Gas Utility Report
Of Retailers (Report 1308 B) sent to the California Energy Commission



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

	Revised	Cal. P.U.C. Sheet No.	38503-G
Cancelling	Revised	Cal. P.U.C. Sheet No.	30003-G

Gas Sample Form No. 79-845K

Sheet 1

Core Gas Aggregation Service Agreement
ATTACHMENT K - Core Transport Agent Billing Agreement

**Please Refer to Attached
Sample Form**

Advice
Decision

4728-G

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2023
April 1, 2023



CORE GAS AGGREGATION SERVICE AGREEMENT

ATTACHMENT K CORE TRANSPORT AGENT BILLING AGREEMENT

This Core Transport Agent Billing Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 20____, by and between _____ ("Core Transport Agent" or "CTA"), and Pacific Gas and Electric Company ("PG&E"), a California corporation. CTA and PG&E may be individually referred to herein as "Party" and collectively as the "Parties." This Agreement constitutes Attachment K to the Core Gas Aggregation Service Agreement (Form No. 79-845).

WHEREAS, the Parties desire to revise the current structure for CTA-consolidated billing by having PG&E no longer send end-users served by CTA-consolidated billing an information-only bill; and

WHEREAS, the Parties agree that, in lieu of PG&E sending an information-only bill, the CTA shall be responsible for providing the end-user with the requisite billing and customer protection information.

NOW THEREFORE, the Parties, intending to be legally bound agree as follows:

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 by which CTA shall offer CTA-consolidated billing to its customers. 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, the definitions controlling this Agreement are contained in PG&E's applicable rules.
- 1.2 The form of this Agreement has been developed as part of the regulatory process of the California Public Utilities Commission (CPUC), was filed and approved by the CPUC for use between PG&E and CTAs and may not be waived, altered, amended or modified, except as provided herein or in the relevant PG&E tariffed rules, 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.
- 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.

CORE GAS AGGREGATION SERVICE AGREEMENT

ATTACHMENT K

CORE TRANSPORT AGENT BILLING AGREEMENT

- 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 Agreement

- 3.1 Unless otherwise agreed to by the Parties in writing, 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 the CTA informs PG&E that it is no longer operating as a CTA in PG&E's service territory; (b) the date of termination pursuant to an Event of Default as described in Section 4 of this Agreement; or (c) the date of termination pursuant to Section 3.2 of this Agreement.
- 3.2 This Agreement shall terminate after (a) gas consumer protection legislation, including a provision authorizing the CPUC to enforce consumer protection rules, becomes effective for customers in PG&E's service territory; and (b) such consumer protection rules, including a CTA-certification program, are adopted by the CPUC and become effective for customers in PG&E's service territory. PG&E shall notify the CTA in writing within ten (10) calendar days following termination of this Agreement under this Section 3.2.

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 the Energy Division of the CPUC (the "Energy Division"); or such other period as may be provided by this Agreement or PG&E's applicable tariffs. Should the Energy Division determine that a CTA has breached its responsibilities under this Agreement, the Energy Division shall send a letter to both PG&E and the CTA notifying the Parties that a breach has occurred.
- 4.2 If an Event of Default occurs, the non-defaulting Party shall be entitled (a) to exercise any and all remedies available under PG&E's applicable tariffs; (b) to the extent not inconsistent with PG&E's applicable tariffs, 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 In the event that the Energy Division notifies PG&E that an Event of Default has occurred or if PG&E terminates this Agreement due to a CTA's Event of Default, PG&E shall resume sending an information-only bill to all end-users receiving consolidated billing from that CTA. PG&E shall be entitled to recover its costs, on a time and materials basis, associated with the resumption of the information-only bill.
- 4.4 Breach by any Party hereto of any provision of PG&E's applicable tariffs shall be governed by applicable provisions contained therein and each Party will retain all rights granted thereunder.

Section 5. Credits, Billing and Customer Protection Information

- 5.1 PG&E shall provide gas billing credits to the CTA or the end-user, as appropriate, under the terms of PG&E's Gas Tariff G-CRED. PG&E shall provide such credits for the period during which PG&E no longer sends an information-only bill to the end-user served by CTA-consolidated billing.
- 5.2 The CTA shall present the requisite PG&E-provided charges, bill inserts, and customer protection information in each end-user bill. The requisite information is set forth in Exhibit A. PG&E shall



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provide the requisite bill inserts and customer protection information to the CTA in an electronic format by the tenth (10th) day of each calendar month. If the CTA does not receive this information by the fifteenth (15th) day of each calendar month, the CTA shall promptly notify PG&E. Upon request from the CTA, PG&E may, in its sole discretion, provide bill inserts to the CTA in the conventional paper format and charge the CTA for PG&E's out-of-pocket costs. Any dispute arising between the Parties relating to the Parties' obligations under Section 5.2 shall be reduced to writing and referred to the Parties' representatives as set forth in Section 13.2.

- 5.3 As set forth in Exhibit A, the CTA shall also provide a statement of Market-Index Commodity Price or PG&E's core procurement price in each end-user bill. The CTA, at its sole discretion, shall elect whether to provide the Market-Index Commodity Price or PG&E's core procurement price. However, once the CTA elects to provide a type of price, the CTA shall provide that elected type of price to the end-user for a period no less than 12 months. The Market-Index Commodity Price is defined to be the Natural Gas Intelligence Weekly Gas Price Index, first of the month publication, PG&E Citygate, Bidweek. If such a price is unavailable, the CTA shall be entitled to present a reasonable substitute to the end-user. PG&E shall provide its core procurement price to CTAs via Electronic Data Interchange (EDI). To the extent that an end-user's billing period extends over more than one pricing period, the CTA shall show the applicable commodity prices for each period. However, the CTA need not show a commodity price for a given period to an end-user if the CTA or PG&E has previously shown the commodity price for that period to that end-user on its bill. Any dispute arising between the Parties relating to the Parties' obligations under Section 5.3 shall be reduced to writing and referred to the Parties' representatives as set forth in Section 13.2.
- 5.4 Within fifteen (15) calendar days of the execution of this Agreement, the CTA shall provide to the Energy Division a copy of a proposed written notification to each end-user receiving CTA-consolidated billing. That notification will explain that PG&E shall no longer be providing an information-only bill to that end-user. Within thirty (30) calendar days of the execution of this Agreement, the CTA shall provide such written notice to end-users. Any dispute arising between the Parties relating to the Parties' obligations under Section 5.4 shall be reduced to writing and referred to the Parties' representatives as set forth in Section 13.2.
- 5.5 Pursuant to Section 8, the CTA shall indemnify PG&E for all liability, including direct and consequential damages that may result if the CTA modifies or fails to provide any customer with any information provided by PG&E to the CTA pursuant to this Section. Any disputes concerning the content of PG&E-provided information shall be resolved pursuant to Section 13.

Section 6. Billing Information to be Provided by CTA

- 6.1 Within fifteen (15) calendar days of execution of this Agreement, the CTA shall provide the Energy Division a sample of the billing information that the CTA shall provide to its end-users served by CTA-consolidated billing. This billing information shall include the information set forth in Exhibit A. The CTA shall present the provided billing information to its end-users for the duration of this Agreement unless the CTA receives approval from the Energy Division to vary the previously provided billing information.
- 6.2 No less than two times a year during the term of this Agreement, the CTA shall provide the Energy Division with representative samples of bills actually presented to end-users under CTA-consolidated billing. The bills shall establish that the requisite customer information has been presented by the CTA to the end-user. Unless otherwise agreed upon by the Parties, the CTA shall provide the Energy Division with representative samples on or about March 1 and September 1, of each calendar year.

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The requirements of this Section 6.2 shall not replace or diminish the Energy Division's audit rights as set forth in Section 17.

Section 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 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 in Section 8. 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 8 of this Agreement, in which event this Section 7 shall not be applicable.

Section 8. Indemnification

- 8.1 To the fullest extent permitted by law, 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.
- 8.2 If any claim covered by Section 8.1 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.
- 8.3 The Indemnifying Party's obligation to indemnify under this Section 8 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 9. Entire Agreement

- 9.1 Except as provided in Section 16, this Agreement supersedes all other agreements or understandings, written or oral, between the Parties concerning the specific subject matter hereof. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties.



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Section 10. Nondisclosure

- 10.1 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. Subject to the provisions of Section 17.6, 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.
- 10.2 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 11. Notices

- 11.1 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 the CTA:

Contact Name: _____

Business Address: _____

Facsimile: _____

If the notice is to PG&E:

Contact Name: Manager of ESP Services
Business Address: Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612

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- 11.2 Each Party shall be entitled to specify as its proper address any other address upon written notice to the other Party.
- 11.3 Each Party shall designate on Exhibit B the person(s) to be contacted with respect to specific operational matters relating to core transport service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

Section 12. Time is of the Essence

- 12.1 The Parties expressly agree that time is of the essence for all portions of this Agreement.

Section 13. Dispute Resolution

- 13.1 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 13.2 and 13.3, 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 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 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.
- 13.2 Any dispute arising between the Parties relating to the Parties obligations under Sections 5.2, 5.3, and 5.4 of this Agreement 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 before the Energy Division of the CPUC in an effort to resolve their dispute. If the Parties are unable to resolve their dispute, the matter shall be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes. 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.
- 13.3 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 14. Not a Joint Venture

- 14.1 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 15. Conflicts Between this Agreement and PG&E's Applicable Tariffs

- 15.1 Should a conflict exist or develop between the provisions of this Agreement and PG&E's applicable tariffs, as approved by the CPUC, the provisions of PG&E's applicable tariffs shall prevail.

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Section 16. Amendments or Modifications

- 16.1 Except as provided in Section 16.2, 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.
- 16.2 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 13 hereof or, in the alternative, the CTA 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 17. Audits

- 17.1 PG&E and the CTA shall each retain such specific records as may be required to substantiate the fulfillment of the Parties' obligations under this Agreement.
- 17.2 If the Energy Division reasonably believes that an error related to the CTA's obligations under Sections 5.2, 5.3, 6.1 and 6.2 of this Agreement may have occurred, the Energy Division may request from the CTA the production of such documents as may be required to substantiate the fulfillment of the CTA's obligations under this Agreement. Such documents shall be provided by the CTA to the Energy Division within ten (10) business days of such request. In the event the Energy Division, upon review of such documents, determines that the CTA's duty under the Agreement has been breached, the Energy Division shall send a letter to both PG&E and the CTA notify the Parties that a breach has occurred.
- 17.3 When either Party reasonably believes that an error related to the Parties' obligations under this Agreement may have occurred except with respect to the Parties' obligations under Sections 5.2, 5.3, 6.1 and 6.2, a Party may request the production of such documents as may be required to substantiate the fulfillment of the Parties' obligations under this Agreement. 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 under the Agreement has been breached, the requesting Party may direct that an audit be conducted. PG&E and the CTA shall designate their own employee representative or their contracted representative to audit the other Party's records. Nothing in Section 17.3 implies the right or obligation of PG&E to audit or enforce the CTA's obligations under Sections 5.2, 5.3, 6.1 and 6.2 of this Agreement.
- 17.4 Any such audit shall be undertaken by PG&E, the CTA, the Energy Division 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 CTA agree to cooperate fully with any such audit.
- 17.5 Except as described in Section 17.2, 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) calendar 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

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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.

- 17.6 This right to audit shall extend for a period of three (3) years following the date of termination of this Agreement. Each party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

Section 18: Miscellaneous

- 18.1 Unless otherwise stated in this Agreement, (a) any reference in this Agreement to a section, subsection, exhibit 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.
- 18.2 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.
- 18.3 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.
- 18.4 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. 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 13 hereof, if used, or by a court of law, shall be entitled to reasonable attorneys' fees and costs.
- 18.5 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, 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.
- 18.6 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.



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The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

On Behalf of CTA

By: _____

Name: _____

Title: _____

Date: _____

On Behalf of PG&E

By: _____

Name: _____

Title: _____

Date: _____



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EXHIBIT A

REQUISITE BILL INFORMATION

1. Summary of PG&E charges:
 - a. Transportation charge
 - b. Billing credit
 - c. Public Purpose Program (PPP) Surcharges
 - d. G-SUR Charges
 - e. Other Charges
2. Gas Account Detail:
 - a. From/to service dates
 - b. Gas meter number
 - c. Prior/current meter reads
 - d. Meter read difference
 - e. Multiplier
 - f. Usage
3. Core procurement price(s)
4. PG&E toll-free telephone number
5. Bill dispute information
6. Bill message defining PPP



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Exhibit A Requisite Billing Information Sample

SUMMARY OF PG&E CHARGES

PG&E Gas Transportation	\$XX.XX
Billing Credit	\$XX.XX
Public Purpose Program Surcharge	\$XX.XX
G-SUR Franchise Fee	\$XX.XX
Other Charges	\$XX.XX

GAS ACCOUNT DETAIL

Service: From 07/17/00 To 08/15/00 **Gas Meter Number:** 99999999

<u>Prior Meter Read</u>	<u>Current Meter Read</u>	<u>Difference</u>	<u>Multiplier</u>	<u>Usage</u>
0090	0165	75	1.012	76

GAS PROCUREMENT PRICE

PG&E's gas procurement charge was \$0.30161/therm starting 08/07/00 and \$0.33887 starting 09/09/00.

DISPUTED BILLS

PG&E 1-800-743-5000

Should you question this bill, please request an explanation from PG&E. If you thereafter believe you have been billed incorrectly, send the bill and a statement supporting your belief that the bill is not correct to the California Public Utilities Commission, State Building, San Francisco, CA 94102. To avoid having service turned off if the bill has not been paid, enclose a deposit for the amount of the bill made payable to the California Public Utilities Commission. If you are unable to pay the amount in dispute, you must inform the Commission of your inability to pay. Your service will remain on until the CPUC completes its review. The Commission will review the basis of the billed amount, communicate the results of its review to the parties and make disbursement of the deposit.

The Commission will not, however, accept deposits when the dispute appears to be over matters that do not directly relate to the accuracy of the bill. Such matters include the quality of a utility's service, general level of rates, pending rate applications, and sources of fuel and power.



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EXHIBIT B

A. Definitions

CTA-Consolidated Billing – The process by which the CTA prepares a consolidated bill and presents the bill to an end-use customer. The bill shall include the customer's CTA charges and PG&E charges.

Information-Only Bill – The bill required by PG&E to be provided to end-use customers served under CTA-consolidated billing, pursuant to CPUC Decision 95-07-048.

CTA Charges – Charges for services to an end-use customer provided by the CTA.

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. This term may also include any applicable credits due to the end-use customer or Energy Service Provider.

Surcharges – Pursuant to CPUC Decision 04-08-010, Public Purpose Programs (PPP), must be separated from the transportation rates and identified.

Other Charges – A limited or one time adjustment; e.g., El Paso Settlement Credit.

B. Contact Persons:

PG&E Contact: _____

CTA Contact: _____

C. Parties' Representatives:

PG&E Representative: Manager of ESP Services
Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612

CTA Representative: _____

Contact Name _____

Business Address _____



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Advice 4728-G
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2023
April 1, 2023



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Advice 4728-G
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2023
April 1, 2023



Gas Tariff Book Title Page

Sheet 1

TARIFF SCHEDULES

APPLICABLE TO

GAS SERVICE

OF

PACIFIC GAS AND ELECTRIC COMPANY

300 LAKESIDE DRIVE

(T)

OAKLAND, CALIFORNIA

(T)

Operating in the Counties of:

Alameda	Marin	San Mateo
Amador	Mendocino	Santa Clara
Butte	Merced	Santa Cruz
Calaveras	Monterey	Shasta
Colusa	Napa	Solano
Contra Costa	Nevada	Sonoma
El Dorado	Placer	Stanislaus
Fresno	Sacramento	Sutter
Glenn	San Benito	Tehama
Humboldt	San Bernardino	Trinity
Kern	San Francisco	Yolo
Kings	San Joaquin	Yuba
Madera	San Luis Obispo	

These tariff schedules have been regularly filed with the Public Utilities Commission of the State of California and are the effective rates and rules of this Company.

Service will be furnished in accordance with these tariff schedules, and no officer, employee, or representative of the Company has any authority to waive, alter or amend these tariff schedules or any part thereof in any respect.

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**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

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<i>Cancelling</i>	Revised	Cal. P.U.C. Sheet No.	51929-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**

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

<i>Submitted</i>	March 30, 2023
<i>Effective</i>	April 1, 2023
<i>Resolution</i>	



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
300 Lakeside Drive, Suite 210
Oakland, CA 94612
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
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGContractMgmt@pge.com

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

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)

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:

- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ _____

REFERENCE:

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 SAMPLE FORM NO. 79-1038
APPLICATION FOR ESSENTIAL USE CUSTOMER STATUS

Sheet 1

**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	☐ Radio & TV emergency broadcasting station
☐ Government national defense agencies	☐ Rail rapid transit systems as approved by CPUC
☐ Acute care hospital or licensed skilled nursing facility	☐ Transmission-level net generators
☐ Communication utility	☐ Petroleum refineries and vital ancillary facilities
☐ Air or sea traffic control or navigation	☐ Electric utility facilities and fuel transportation
☐ None of the above	☐ 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
300 Lakeside Drive
Oakland, CA 94612

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. 79-1050
Contract for Customer Provision of Physically Assured Load Reduction

Sheet 1

**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.

CONTRACT FOR CUSTOMER PROVISION OF PHYSICALLY ASSURED LOAD REDUCTION

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.

CONTRACT FOR CUSTOMER PROVISION OF PHYSICALLY ASSURED LOAD REDUCTION

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 pendency of any dispute resolution procedure pursuant to Section 10 with regard to any separate

CONTRACT FOR CUSTOMER PROVISION OF PHYSICALLY ASSURED LOAD REDUCTION

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 its 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.

CONTRACT FOR CUSTOMER PROVISION OF PHYSICALLY ASSURED LOAD REDUCTION

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

CONTRACT FOR CUSTOMER PROVISION OF PHYSICALLY ASSURED LOAD REDUCTION

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 –
300 Lakeside Drive
Oakland, CA 94612
Attention: Tariff Interpretation c/o Service Planning & Design

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

**CONTRACT FOR CUSTOMER PROVISION OF
PHYSICALLY ASSURED LOAD REDUCTION**

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
Generating Facility Interconnection Agreement (Multiple Tariff)

Sheet 1

**Please Refer to Attached
Sample Form**



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

1. SCOPE AND PURPOSE

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

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

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

- 2.2 Generating Facility identification number: _____ (Assigned by PG&E).
- 2.3 Producer's electric service agreement ID number: _____ (Assigned by PG&E).
- 2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

- 2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

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):



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

- 2.8 the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode
☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.
- 2.9 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.10 For the purpose of securing certain tariff charge exemptions available under the PU Code, Producer hereby declares the following for each Generator technology of the Generating Facility:

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

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 ☐



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

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

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

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

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement, or
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated, or
 - (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.
- 4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the California Public Utilities Commission "Commission," or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Unless otherwise agreed to in writing by the Parties, Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its reasonable opinion, the Generating Facility is non-operational and



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

- 5.1 Except for that energy delivered to PG&E's Distribution System, electric energy produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the California Public Utilities Code.
- 5.2 Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to purchase, transmit, distribute, or store the electrical energy produced by Producer's Generating Facility.
- 5.3 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's tariffs, including but not limited to PG&E's Rule 21 and applicable NEM tariff schedules, and applicable safety and performance standards established by the National Electric Code, Institute of Electrical and Electronic Engineers, accredited testing laboratories such as Underwriters Laboratories, rules of the Commission regarding safety and reliability, and any other regulations and laws governing the Interconnection of the Generating Facility.
- 5.4 Producer shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.3, and (b) obtain



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

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

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at:

<https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists>.)



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

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

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

6. INTERCONNECTION FACILITIES

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

- 8.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
 - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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 to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

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 Grid Interconnection - Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

If to Producer:

[Contact information to be supplied]

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.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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.
- 10.3 As a condition of interconnection, pursuant to California Public Utilities Commission (CPUC) Decisions 14-11-001, 20-08-001, and 21-06-026, PG&E is required to provide certain data, including but not limited to confidential customer information, to the CPUC and its contractors, the California Department of Consumer Affairs Contractors State License Board, and the California Department of Financial Protection & Innovation (the "State Entities"). Producer authorizes PG&E to release any and all information contained in its application, and addendum if applicable for interconnection to the State Entities identified in this Section 10.3 without further notification or consent.

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

- 13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 13.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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



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

16. SIGNATURES

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

**PACIFIC GAS AND ELECTRIC
COMPANY**

_____ (Company Name)	_____
_____ (Signature)	_____ (Signature)
_____ (Print Name)	_____ (Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)



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

APPENDIX A

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

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



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

APPENDIX B

RULES “2” AND “21”

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



*Pacific Gas and
Electric Company®*

**GENERATING FACILITY
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Appendix C

APPENDIX C (If Applicable)

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

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

APPENDIX D (When applicable)

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

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

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

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

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

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

APPENDIX E (When applicable)

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

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

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

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

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



GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)

Appendix F

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 _____

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

APPENDIX G (When applicable)

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

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

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

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

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

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

Appendix H

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

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

Circle Type of Renewable Electrical Generation Facility:

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

NEM Customer-Generator (Customer) declares that

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

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

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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Appendix H**

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

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

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

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

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

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



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

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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



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

**APPENDIX I
(If Applicable)**

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

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

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

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

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

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

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

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



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

Sheet 1

**Please Refer to Attached
Sample Form**



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

1. SCOPE AND PURPOSE

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

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

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

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:



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):

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

2.6.2 Non-Eligible Generator(s): _____ kW

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

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

2.7.1 Eligible Generator(s):

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

2.7.2 Non-Eligible Generator(s): _____ kW



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

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

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

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

biomass	are met _____ ☐ 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: _____



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

3. DOCUMENTS INCLUDED; DEFINED TERMS

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

4. TERM AND TERMINATION

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

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

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

6. INTERCONNECTION FACILITIES

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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 Grid Interconnection - Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

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.
- 10.3 As a condition of interconnection, pursuant to California Public Utilities Commission (CPUC) Decisions 14-11-001, 20-08-001, and 21-06-026, PG&E is required to provide certain data, including but not limited to confidential customer information, to the CPUC and its contractors, the California Department of Consumer Affairs Contractors State License Board, and the



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

California Department of Financial Protection & Innovation (the "State Entities"). Producer authorizes PG&E to release any and all information contained in its application, and addendum if applicable for interconnection to the State Entities identified in this Section 10.3 without further notification or consent.

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.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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)



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

Appendix A

APPENDIX A

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

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



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

APPENDIX B

RULES “2” AND “21”

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



*Pacific Gas and
Electric Company®*

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

Appendix C

APPENDIX C (If Applicable)

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

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

APPENDIX D (When applicable)

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

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

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

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

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

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

APPENDIX E (When applicable)

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

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

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

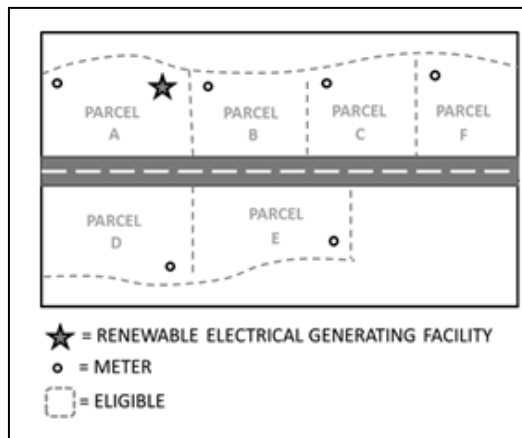
Appendix F

APPENDIX F (When applicable)

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

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

- 1) The total annual output in kWh of the generator is less than or equal to 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

**GENERATING FACILITY
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Appendix G**

APPENDIX G (When applicable)

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

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

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

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

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

**GENERATING FACILITY
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Appendix H**

Appendix H

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

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

Check Type of Renewable Electrical Generation Facility:

☐ 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>

**GENERATING FACILITY
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Appendix H**

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

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

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

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

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



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(MULTIPLE TARIFF NEM2MT)
Appendix H**

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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

**GENERATING FACILITY
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(MULTIPLE TARIFF NEM2MT)**

Appendix I

APPENDIX I

(If Applicable)

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

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

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

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

And during the hours of _____

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

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

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

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

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



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

Calendar Days of the written request.

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



**GENERATING FACILITY
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Appendix J**

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

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

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

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

Specifically, I will be responsible for the following:

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

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Revised
Cancelling Revised

Cal. P.U.C. Sheet No. 55812-E
Cal. P.U.C. Sheet No. 48593-E

Electric Sample Form No. 79-1102
Section 399.20 Power Purchase Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted March 30, 2023
Effective April 1, 2023
Resolution _____



SECTION 399.20 POWER PURCHASE AGREEMENT

DISTRIBUTION:

REFERENCE:

- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ _____

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

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

("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 Contracts¹ (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>

SECTION 399.20 POWER PURCHASE AGREEMENT

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
300 Lakeside Drive, Suite 210
Oakland, CA 94612

TO SELLER: _____

9. INSURANCE

9.1 General Liability Coverage.

9.1.1 Seller shall maintain during the performance hereof, General Liability Insurance² 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
300 Lakeside Drive, Suite 210
Oakland, CA 94612

10. TERM, DEFAULT, TERMINATION 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.

SECTION 399.20 POWER PURCHASE AGREEMENT

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)

Signature

Title

Date

Authorized by (Print)

Signature

Title

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 (SO_x), nitrogen oxides (NO_x), 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.

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 PROCEDURES.

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
Small Renewable Generator Power Purchase Agreement

Sheet 1

**Please Refer to Attached
Sample Form**



SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

DISTRIBUTION:

REFERENCE:

- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ _____

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](https://www.pge.com/privacy).

SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

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 Contracts¹ (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>

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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

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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

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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

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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
300 Lakeside Drive, Suite 210
Oakland, CA 94612

TO SELLER: _____

9. INSURANCE

9.1 General Liability Coverage.

9.1.1 Seller shall maintain during the performance hereof, General Liability Insurance² 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.

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
300 Lakeside Drive, Suite 210
Oakland, CA 94612

10. **TERM, DEFAULT, TERMINATION 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’s 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 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

SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

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.



SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

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)

Signature

Title

Date

Authorized by (Print)

Signature

Title

Date



SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

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, 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

SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

APPENDIX A

Definitions

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

SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

APPENDIX A

Definitions

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 (SO_x), nitrogen oxides (NO_x), 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.

SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

APPENDIX A

Definitions

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)

Signature

Title

Date

Authorized by (Print)

Signature

Title

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.



SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

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 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.



SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

APPENDIX D

Counterparty Notification and Forecasting Requirements

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.



SMALL RENEWABLE GENERATOR POWER PURCHASE AGREEMENT

APPENDIX E

Facility Description

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. 79-1114
NEM 2010 Early True-up Request Form

Sheet 1

**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
300 Lakeside Drive, Suite 210
Oakland, CA 94612

- ☐ 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.



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Cancelling Revised
Revised

Cal. P.U.C. Sheet No. 55815-E
Cal. P.U.C. Sheet No. 52238-E

Electric Sample Form 79-1119
Tenant Rights Letter

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted March 30, 2023
Effective April 1, 2023
Resolution _____



**Pacific Gas and
Electric Company®**

Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612

Month xx, 2017

«Customer Name»
«Customer Name2»
«Mailing Address2»
«Mailing Address»
«Mailing City, State ZIP»

**Payment is overdue for
energy service at your
address. To avoid a
service disruption,
please call us to
discuss your options.**

Dear «Customer Name»,

The landlord or entity responsible for making energy payments at this address has been notified that payment on this account is past due. Unless the full past due amount is paid immediately, your electric and/or gas service may be disconnected.

As a tenant at this address, you may be able to avoid a service disruption if your utilities are included in your rent. Under California Public Utilities Code 777, you have the right to assume responsibility for future energy bills without paying any past due amount on the account.

We want to help you avoid disruption in your Pacific Gas and Electric Company service. When you call, please inform our customer service representative that you have received this letter, and have your rental agreement or lease available.

Please call us at **1-800-743-5000**. We're available to assist you Monday through Friday 7 a.m. to 7 p.m. and Saturday 8 a.m. to 5 p.m.

Sincerely,

Credit Operations
Pacific Gas and Electric Company

Aviso a Inquilinos—Desconexión del Gas/Electricidad

Se le ha comunicado al propietario o entidad responsable de efectuar los pagos de energía en esta dirección que el pago de la cuenta está atrasado. De no efectuarse el pago completo en forma inmediata, su servicio de gas y/o electricidad podría ser desconectado.

Como inquilino en esta dirección, usted podría evitar desconexiones si sus servicios estuvieran incluidos en el costo de su alquiler. Bajo el Código de Servicios Públicos de California No. 777, usted tiene el derecho de asumir responsabilidad por futuras facturas de energía sin tener que pagar ningún monto atrasado.

Nosotros queremos ayudarlo a evitar cualquier interrupción en su servicio de PG&E. Cuando nos llame, por favor, informe al representante de servicio al cliente que ha recibido esta carta y tenga disponible su acuerdo o contrato de alquiler.

Por favor llámenos al **1-800-660-6789**. Estamos a su disposición para atenderle de lunes a viernes de 7 a.m. a 7 p.m. y el sábado de 8 a.m. a 5 p.m.

住戶通知—中斷煤氣/電力供應

請注意需支付此地址能源費用的房東或實際負責人，已被通知帳戶逾期未繳。除非立即付清帳戶之應繳金額，您的電力與/或煤氣服務可能會被中斷。

身為本地址之住戶，如果您的租金已包含支付能源費用，您也許可避免被中斷所有服務的情況。在加州公用事業法規第 777 條(California Public Utilities Code 777)下，您有權為將來的能源帳單負責，而不用支付任何過去帳戶所積欠的金額。

我們希望幫助您避免 PG&E 服務遭受中斷的狀況，所以當您來電時，請告知您的客戶服務代表您已收到此通知信，並備妥您的承租同意書或租約。

請致電 **1-800-893-9555** 與我們聯絡。我們可為您提供協助，服務時間為週一至週五上午 7 時至晚上 7 時及週六上午 8 時至晚上 5 時。

Thông Báo Dành Cho Người Thuê Nhà—Dịch Vụ Khí Đốt/Điện Bị Cúp Ngang

Xin báo cho quý vị biết là chủ nhà, hay người đang chịu trách nhiệm trả hoá đơn năng lượng cho địa chỉ này đã được thông báo là số tiền cần phải trả cho trường mục của họ đã quá hạn. Trừ khi toàn bộ số tiền thiếu nợ trong hoá đơn được trả ngay lập tức, dịch vụ điện và/hay khí đốt của quý vị có thể sẽ bị cúp ngang.

Là người đang cư ngụ tại địa chỉ này, quý vị có thể tránh bị cúp dịch vụ nếu số tiền trả cho các dịch vụ tiện ích đã được trả gộp trong tiền thuê nhà. Theo Điều Luật Tiện Ích Công Cộng Tiểu Bang California Public Utilities Số 777, quý vị có quyền nhận trách nhiệm trả tiền hoá đơn năng lượng trong tương lai mà không cần phải trả bất kỳ số tiền thiếu nào trong trường mục trước đây.

Chúng tôi muốn giúp quý vị tránh bị cúp ngang bất kỳ dịch vụ nào từ PG&E. Khi quý vị gọi điện thoại cho chúng tôi, xin cho nhân viên phục vụ khách hàng của chúng tôi biết quý vị nhận được lá thư này, và chuẩn bị sẵn hợp đồng thuê muốn hay thuê dài hạn.

Vui lòng gọi cho chúng tôi tại số **1-800-298-8438**. Chúng tôi luôn sẵn lòng giúp đỡ quý vị từ thứ Hai đến thứ Sáu, 7 a.m. đến 7 p.m. và thứ Bảy, 8 a.m. đến 5 p.m.

Paalala para sa mga Nangungupahan—Pagtigil sa serbisyo ng Gas/Kuryente

Nais naming ipagbigay-alam sa inyo na naabisuhan na namin ang may-ari o ang taong dapat nagbabayad ng kuryente at gas sa tirahang ito na ang bayad sa account na ito ay lampas na sa 30 araw. Kung hindi mababayaran ng buo ang naantalang bayarin sa lalong madaling panahon, maaari naming itigil ang serbisyo ng inyong gas at kuryente.

Bilang nangungupahan sa tirahang ito, maari ninyong maiwasan na maputulan ng serbisyo kung kasama sa upa ang mga serbisyong nabanggit. Ayon sa California Public Utilities Code 777, kayo ay may karapatang bayaran lamang ang mga susunod na energy bills at tumangging bayaran ang mga naantalang utang.

Gusto namin kayong tulungan ang pagputol sa serbisyo ng PG&E. Sa pagtawag ninyo sa nabanggit na numero, mangyari po lamang na banggitin sa aming representante na natanggap ninyo ang liham na ito at sa inyong pagtawag ay ihanda ang inyong kasunduan sa pag-upa o renta upang mapadali ang proseso.

Pakitawagan kami sa **1-800-743-5000**. Puwede namin kayong tulungan mula Lunes hanggang Biyernes 7 a.m. hanggang 7 p.m. at tuwing Sabado mula 8 a.m. hanggang 5 p.m.

주민 여러분께 알림—가스/전기 중단

이 건물의 주인 또는 이 주소의 전기료를 납부하는 총책임자는 이 계정의 납입료 미납 통보를 받았음을 알려드립니다. 지금 즉시 총 미납액을 지불하지 않으면 귀하의 전기 또는 가스 서비스가 중단될 것입니다.

이 주소의 거주자인 귀하의 렌트비에 공과금이 포함되어 있다면 귀하는 서비스 중단을 피할 수 있습니다.加州 공과금 777 법에 따라 귀하는 이 계정의 미납분을 지급하지 않고도 향후 전기료에 대한 책임을 지닐 권리가 있습니다.

PG&E는 귀하가 현재 받고 계신 서비스가 중단되지 않도록 돕고 싶습니다. 소비자 서비스 담당자에게 전화하셔서 귀하가 이 편지를 받았으며, 임대계약서나 유효한 임대서류를 보유하고 있음을 알려주시기 바랍니다.

1-800-743-5000 번으로 연락하여 주십시오. 운영 시간은 월요일-금요일 오전 7시부터 오후 7시까지, 토요일 오전 8시부터 오후 5시까지입니다.



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Revised
Cancelling Revised

Cal. P.U.C. Sheet No. 55816-E
Cal. P.U.C. Sheet No. 48611-E

Electric Sample Form 79-1125
NEM / NEMV / NEMVMASH Inspection Report

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted March 30, 2023
Effective April 1, 2023
Resolution _____



NEM / NEMV / NEMVMASH Inspection Report[†]



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 complete 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 complete the remainder 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](https://www.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, Form 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 Grid Services 300 Lakeside Drive, Suite 210 Oakland, CA 94612	Pacific Gas and Electric Company Attention: Generation Grid Services 300 Lakeside Drive, Suite 210 Oakland, CA 94612

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 Grid Services hotline at: 415-972-5676 or email Rule21Gen@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 ☐ No⁴

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 ☐ No⁷

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 ☐ No⁹

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.

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 _____ Date: _____
Signature: _____

California licensed electrician License No: _____

¹ Automated Document, Preliminary Statement, Part A.



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
300 Lakeside Drive, Suite 210
Oakland, CA 94612

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.



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**



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-five (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
300 Lakeside Drive
Oakland, CA 94612

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 (SO_x), nitrogen oxides (NO_x), 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:

$(\text{Fixed price component} + \text{Variable price component}) * (\text{TOD Factor}) * \text{metered kWh exported during the TOD Period during the month}$

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:

$$[(\text{Monthly bidweek gas price} + \text{Intrastate gas transportation rate})/1,000,000 * \text{Heat Rate}] + \text{Variable O\&M}$$

- (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. 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:

$$\text{Location Bonus} = \text{Sum of monthly TOD Periodn Payments} * 0.10$$

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_{1st TOD Period} +
 TOD Period Energy Payment_{2nd TOD Period} +
 TOD Period Energy Payment_{3rd TOD Period} +
 TOD Period Energy Payment_{4th TOD Period} +
 TOD Period Capacity Payment_{1st TOD Period} +
 TOD Period Capacity Payment_{2nd TOD Period} +
 TOD Period Capacity Payment_{3rd TOD Period} +
 TOD Period Capacity Payment_{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:

$$\text{TOD PERIOD ENERGY PAYMENT, in dollars} = \sum_{\text{FirstHour}}^{\text{LastHour}} [(\text{EP}-\text{LA}) \times \text{APE} + \text{LA} \times \text{MA}]$$

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

$$= AAC \times AACP$$

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	
<i>Year</i>	<i>Price \$/kW-yr</i>
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:

$$\text{LIMITED TOD ENERGY, in kWh} = \sum_{\text{FirstHour}}^{\text{LastHour}} (E)_{\text{Hour}}$$

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 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 79-1149
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

Mail signed original to:

Pacific Gas and Electric Company
Demand Response Program Department
Attn: CBP Manager
300 Lakeside Drive
Oakland, CA 94612

Email:

CBPPProgram@pge.com

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.				



ELECTRIC SAMPLE FORM 79-1150
RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT

Sheet 1

**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 21-12-032 were filed on April 25, 2022 (Advice Letter 6528-E-A).]

RENEWABLE MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND

RENEWABLE MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

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RENEWABLE MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

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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Appendix N-2 Fuel Use Standards – Small Power Producer Data Reporting Form

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)

2.3.4. The Facility utilizes Shared Facilities (check one):

- ☐ Yes
- ☐ No

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- 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 system via Distribution Line or Existing PG&E Transmission Line, 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;

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- 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 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;
- 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

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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 and Nameplate Capacity.

3.1.1. 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."

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3.1.2. [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]** [The Nameplate Capacity shall not exceed 3,000 kW.] **[For all Facilities except 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.” **[The minimum Contract Quantity shall be equivalent to at least an eighty percent (80%) Capacity Factor.]**
[For Baseload Facilities]

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	
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20	

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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.

3.3.1. Full Buy/Sell. If "Full Buy/Sell" is selected in Section 3.3, 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.

3.3.2. Excess Sale. If "Excess Sale" is selected in Section 3.3, 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.

3.3.3. 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

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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;

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- 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 Settlement Interval, 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 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").]*** ***[For all Facilities except conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]***
- [In no event shall Buyer have any liability for, or be obligated to receive or pay for, in any Settlement Interval, 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***

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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. 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.

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- 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 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

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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.

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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

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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.
- 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

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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."

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- 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

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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.

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 and is authorized to do business in the State of California;

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- 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 and throughout the Term of this Agreement, as applicable:
 - 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;

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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;

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- 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;
- 5.3.12. The Facility has an Interconnection Capacity that shall not exceed 3,000 kW at any time during the Term and Seller shall not amend, supplement, or modify any interconnection agreement for the Facility without the prior written consent of Buyer;
- 5.3.13. During the Term, Seller shall promptly provide Notice to Buyer if it or any of its Affiliates intends to certify another ERR that is located within one (1) mile of the Facility as a Qualifying Facility **[Add “.” or “;” as applicable]**
- 5.3.14. **[Seller has considered long-term climate risk with respect to the Project, consistent with CPUC Decision 20-08-046] [Only for Agreements with a Delivery Term of fifteen or more Contract Years, as specified in Section 3.5.] [Add “.” or “;” as applicable]**
- 5.3.15. **[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 person or entity shall have any such rights during the Term] [For all Facilities except Facilities utilizing Shared Facilities] [Add “.” or “;” as applicable]**
- 5.3.16. **[During the Term, Seller shall not allow any other person or entity, including any other generating facility, to use Seller’s Interconnection**

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Facilities] *[For all Facilities except Facilities utilizing Shared Facilities] [Add “.” or “;” as applicable]*

- 5.3.17. *[The Facility was operational and generating Energy as of January 1, 1990] [Only for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979] [Add “.” or “;” as applicable]*
- 5.3.18. *[The Facility has an interconnection agreement executed on or before December 17, 2021 that sets forth the Shared Facilities arrangement] [Only for Facilities utilizing Shared Facilities] [Add “.” or “;” as applicable]*
- 5.3.19. *[The term “change in law” as used in Sections 5.3.3 and 5.3.4 does not include an invalidation, rescission or modification of the CAISO Exemption as applicable nor any disapproval, disallowance, or other change by WREGIS, the CEC or the CPUC with regards to the Renewable Energy Credits as a result Seller’s Shared Facilities] [Only for Facilities utilizing Shared Facilities] [Add “.” or “;” as applicable]*
- 5.3.20. *[The Seller shall maintain Shared Facilities Control throughout the Term of the Agreement] [Only for Facilities utilizing Shared Facilities] [Add “.” or “;” as applicable]*
- 5.3.21. *[The Facility was interconnected to an Existing PG&E Transmission Line on or before December 17, 2021] [Only for Facilities interconnected to an Existing PG&E Transmission Line] [Add “.” or “;” as applicable]*

6. GENERAL CONDITIONS

6.1. CAISO Agreements; Interconnection Agreements; Scheduling.

- 6.1.1. 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, *[Shared Facilities Agreement,] [Bracketed language for Facilities utilizing Shared Facilities]* 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

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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.

6.1.2. Seller shall arrange and pay independently for any and all necessary costs under a Participating Generator Agreement, Meter Service Agreement, interconnection agreement, *[Shared Facilities Agreement,] [Bracketed language for Facilities utilizing Shared Facilities]* and/or any other agreement necessary to deliver the Product to Buyer.

6.1.3. 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.

6.1.4. If Seller is a Participating Generator, Seller shall maintain the systems necessary to respond automatically to CAISO dispatch instructions.

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. *[Seller shall install and maintain all metering arrangements, including the CAISO Exemption, as applicable, that utilize the Transformer or Line Loss Correction Factors (as such terms are defined by the CAISO Tariff) required to meter the Project independently.] [Bracketed language for Facilities utilizing Shared Facilities]*

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

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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 Market Results Interface Settlements website or its successor system, 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 ~~[,including Shared Facilities]~~ **[Bracketed language for Facilities utilizing Shared 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.

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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

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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 have 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.

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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.

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.

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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.

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- 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.
- 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

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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 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.

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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 Agreement's 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

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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.

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- 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

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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)

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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.

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

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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 3.1.1 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

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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

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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;
- 14.2.2.12. Seller fails to reimburse Buyer any amounts due under this Agreement;
- 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] [For conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979] [Add "." or ";" as applicable]*

- 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

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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.

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- 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.

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

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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

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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 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.

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- 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.

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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

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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

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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

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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.

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- 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)

APPENDIX A - DEFINITIONS

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 Telemetry Cost Cap” has the meaning set forth in Appendix F.
[Only applicable if Facility is less than 500 kW]

“Aggregated Telemetry System” has the meaning set forth in Appendix F.
[Only applicable if Facility is less than 500 kW]

“Aggregated Telemetry System Installation Costs” means initial costs to Seller for the purchase and installation of the Aggregated Telemetry System. In no event shall “Aggregated Telemetry System Installation Costs” include ongoing operating expenses of the Aggregated Telemetry 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;

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- (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 for which the Energy delivery levels are and remain uniform twenty-four (24) hours per day, seven (7) days per week and that has a Capacity Factor that is greater than or equal to eighty percent (80%).

“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 Exemption” means that exemption granted by the CAISO, in written form, that approves Seller’s request to install the low-side metering scheme for the Project, as such scheme is defined and required in the CAISO Tariff.

“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

APPENDIX A - DEFINITIONS

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 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.

“Capacity Factor” means, for any Contract Year, the percentage amount resulting from the Delivered Energy in such Contract Year divided by the product resulting from multiplying the Contract Capacity times the number of hours in that Contract Year. For the avoidance of doubt, when determining Capacity Factor for Contract Quantity in lieu of Delivered Energy under this Agreement, “Capacity Factor” means, for any Contract Year, the percentage amount resulting from the Contract Quantity in such Contract Year divided by the product resulting from multiplying the Contract Capacity times the number of hours in such Contract Year.

“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.

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“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 Facilities 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 3.1.1] [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]*

APPENDIX A - DEFINITIONS

“Curtailed 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]*

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RENEWABLE MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

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“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 Line” has the meaning set forth in the ReMAT Tariff.

“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 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)

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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.

“Excess Sale” means the type of transaction described in Section 3.3.2.

“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 the ReMAT Tariff.

“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 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

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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.
- (h) Any invalidation of or change to the CAISO Exemption as applicable or failure to comply with the CAISO Tariff due, in any part, or otherwise relating, to the Shared Facilities. ***[Only for Facilities utilizing Shared Facilities]***

"Force Majeure Delay" has the meaning set forth in Section 2.8.2.3

"Forecasting Penalty" has the meaning set forth in Section 15.2.1.

"Full Buy/Sell" is the type of transaction described in Section 3.3.1.

"Full Capacity Deliverability Status" has the meaning set forth in the CAISO Tariff.

"Full Capacity Option Notice" has the meaning set forth in Section 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

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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 atmosphere¹; (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

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.

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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 12.1.

“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 Capacity” has the meaning set forth in the ReMAT Tariff.

“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 Section 2.5.

“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.

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“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.

“kWPC” 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.

“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

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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 power rating in kW as listed on the nameplate physically attached to the power conversion or electrical source equipment as specified by the manufacturer and set forth and subject to the limitation in Section 3.1.2. ***[For all Facilities except conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]***

“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 and subject to the limitation in Section 3.1.2. ***[Only for conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]***

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“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 (\$).

“Negative LMP Costs” has the meaning set forth in Section 3.6.2.

“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” has the meaning set forth in the CAISO Tariff.

“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.

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“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 kWDC) 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:

(a) Equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Facility’s needs;

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(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.

"ReMAT Tariff" means Buyer's Electric Schedule E-ReMAT implemented by Buyer in accordance with CPUC Decisions 12-05-035, D.13-01-041, and D.13-05-034.

"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.

“Shared Facilities” means the generation tie lines (gen-tie lines), transformers, substations, or other equipment, permits, contract rights and obligations, and other assets and property (real or personal), in each case, as necessary to enable delivery of Energy from Seller’s electric generating Facility (which is excluded from this definition of Shared Facilities) to the Point of Interconnection (as defined in the CAISO Tariff) that are used in common with other entities, as applicable.

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“Shared Facilities Agreement(s)” means a cotenancy or similar sharing agreement pertaining to Shared Facilities. ***[Only for Facilities utilizing Shared Facilities]***

“Shared Facilities Area” means the area of real property upon which the Shared Facilities are or will be located, as more particularly described in Appendix E. ***[Only for Facilities utilizing Shared Facilities]***

“Shared Facilities Control” means Seller: (a) owns an interest in the Shared Facilities Area (including in the form of an undivided co-tenancy (or similar shared) ownership interest in the Shared Facilities Area under the Shared Facilities Agreement), (b) is the lessee of the Shared Facilities Area, or (c) is the holder of a franchise agreement, easement or right-of-way grant or similar instrument with respect to the Shared Facilities Area. ***[Only for Facilities utilizing Shared Facilities]***

“Site” means the real property on which the Facility is, or will be, located, as further described in Appendix E ***[.]***, excluding that portion of real property pertaining to any other generating facility with which Seller has a Shared Facilities Agreement. ***[Bracketed language only for Facilities utilizing Shared Facilities]***

“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.

“Telemetry 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 Telemetry 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.

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“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 ***



**RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
APPENDIX B - COMMERCIAL OPERATION DATE
CONFIRMATION LETTER**

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:

(Seller)

**PACIFIC GAS AND ELECTRIC
COMPANY**

(Buyer)

(Signature)

(Signature)

(Type/Print Name)

(Type/Print Name)

(Title)

(Title)

(Date)

(Date)

*** End of Appendix B ***

**RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
APPENDIX C - TIME OF DELIVERY PERIODS AND
PAYMENT ALLOCATION FACTORS**

**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 ***

**RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
APPENDIX D - FORECASTING AND OUTAGE
NOTIFICATION REQUIREMENTS**

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

RENEWABLE MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX D - FORECASTING AND OUTAGE NOTIFICATION REQUIREMENTS

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

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RENEWABLE MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX D - FORECASTING AND OUTAGE NOTIFICATION REQUIREMENTS

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

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**RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
APPENDIX D - FORECASTING AND OUTAGE
NOTIFICATION REQUIREMENTS**

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

**RENEWABLE MARKET ADJUSTING TARIFF
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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 ****

**RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
APPENDIX E - DESCRIPTION OF THE FACILITY**

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 system via Distribution Line or Existing PG&E Transmission Line.

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 all components and 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.

RENEWABLE MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX F - TELEMETRY REQUIREMENTS

Meteorological Data Requirements			
Technology Type	Telemetry Parameters	Units	Accuracy
Solar Photovoltaic	Back Panel Temperature	°C	± 1 ⁰
	Global Horizontal Irradiance	W/m ²	± 25 W/m ²
	Plane of Array Irradiance (If PV is fixed) Direct Normal Irradiance (If PV is Tracking)	W/m ²	± 25 W/m ²
	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/m ²	± 25 W/m ²
	Plane of Array Irradiance (If PV is fixed) Direct Normal Irradiance (If PV is Tracking)	W/m ²	± 25 W/m ²
	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	--	--

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**RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT****APPENDIX F - TELEMETRY REQUIREMENTS**

Meteorological Data Requirements			
	Wind Direction Standard Deviation	--	--
	Barometric Pressure	Hecto Pascals (hPa)	± 60 Pa
	Ambient Temperature	$^{\circ}\text{C}$	$\pm 1^0$

*** *End of Appendix F* ***

**RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
APPENDIX G - GUARANTEED ENERGY
PRODUCTION DAMAGES**

Appendix G – Guaranteed Energy Production Damages

In accordance with the provisions in Section 12.2, GEP Damages means the liquidated damages payment due by Seller to Buyer, calculated as follows:

$$[(A-B) \times (C-D)]$$

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 ***

**RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
APPENDIX H - FORM OF LETTER OF CREDIT**

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
300 Lakeside Drive
Oakland, CA 94612
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

RENEWABLE MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX H - FORM OF LETTER OF CREDIT

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.

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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: _____



**RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
APPENDIX H - FORM OF LETTER OF CREDIT**

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 ***

RENEWABLE MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX I – SELLER’S MILESTONE SCHEDULE

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 _____ <i>[applicable electrical generating equipment]</i> 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]. <i>[the bracketed language only applies to conduit hydroelectric Facilities that are eligible pursuant to Assembly Bill No. 1979]</i>
22		Commercial Operation Date.
23		Receives CEC Certification.

*** End of Appendix I ***

RENEWABLE MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX J – NOTICES LIST

Appendix J – Notices List

Name: **[Seller's Name]**, a **[include place of formation and business type]** ("Seller")

Name: Pacific Gas and Electric Company, a California corporation ("Buyer" or "PG&E")

All Notices: **[Seller to complete]**

All Notices:

Delivery Address:

Street:

City: State: Zip:

Delivery Address:

300 Lakeside Drive

Oakland, CA 94612

Mail Address: (if different from above)

Mail Address:

300 Lakeside Drive

Oakland, CA 94612

Attn:

Attn: Candice Chan

Director, Contract Mgmt & Settlements

Phone:

Phone: (415) 973-7780

Email:

Email: Candice.Chan@pge.com

Invoices:

Attn:

Phone:

Email:

Invoices:

Attn: Kelly Wong

Senior Manager, Electric Settlements

Phone: (415) 972-5681

Email: Kelly.Wong2@pge.com

Scheduling:

Attn:

Phone:

Email:

Scheduling:

Attn: Day-Ahead Operations

Phone: (415) 973-1971

Email: DAEnergy@pge.com

Payments:

Attn:

Phone:

Email:

Payments:

Attn: Kelly Wong

Senior Manager, Electric Settlements

Phone: (415) 972-5681

Email: Kelly.Wong2@pge.com

Credit and Collections:

Attn:

Phone:

Credit and Collections:

Attn: Credit Risk Management

RENEWABLE MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX J – NOTICES LIST

Email:

Facsimile: (415) 973-7301

Email: pgeriskcredit@pge.com

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* ***

**RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
APPENDIX K – FORM OF GENERAL CONSENT TO
ASSIGNMENT**

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.

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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]

*[Enter Assignee company name],
[Enter type of company]*

By: _____

Name: _____

Title: _____

Dated: _____

Attn: *[Enter title]* _____



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Assignor:

*[Counterparty], [Enter type of
company]*

*[Mailing_Street_Address]
[Mailing_City], [Mailing_State]
[Mailing_Zip_code]*

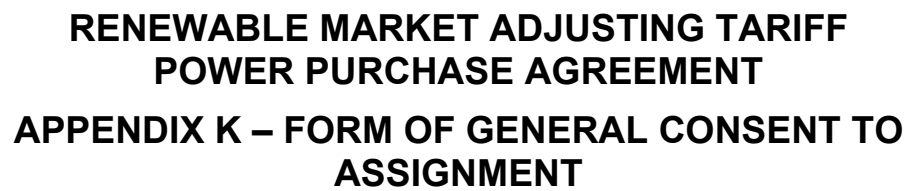
By: _____

Name: _____

Title: _____

Dated: _____

Attn: *[Enter title]* _____



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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”).

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
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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

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The Privacy Policy is available at pge.com/privacy.

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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

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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:

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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.



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(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* ***

**RENEWABLE MARKET ADJUSTING TARIFF
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APPENDIX M – PROCEDURE FOR
DEMONSTRATION OF CONTRACT CAPACITY**

***[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]*

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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 3.1.1 of the Agreement.

*** *End of Appendix M* ***

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APPENDIX M – PROCEDURE FOR
DEMONSTRATION OF CONTRACT CAPACITY**

***[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

**RENEWABLE MARKET ADJUSTING TARIFF
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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 3.1.1 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 3.1.1 of the Agreement.

**** End of Appendix M ****



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APPENDIX N-1 – QF EFFICIENCY MONITORING PROGRAM – COGENERATION DATA REPORTING FORM

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

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 ***



ELECTRIC SAMPLE FORM 79-1159
ELECTRIC VEHICLE SUBMETERING PILOT (PHASE 1)
CUSTOMER ENROLLMENT AGREEMENT

Sheet 1

**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 300 Lakeside Drive, Oakland, CA 94612, 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 VEHICLE SUBMETERING PILOT (PHASE 1) CUSTOMER ENROLLMENT AGREEMENT

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.

ELECTRIC VEHICLE SUBMETERING PILOT (PHASE 1) CUSTOMER ENROLLMENT AGREEMENT

D. DUTIES AND OBLIGATIONS OF PARTICIPANT:

Participant or its agent will:

1. Install or have installed a qualified submeter¹ 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.



ELECTRIC VEHICLE SUBMETERING PILOT (PHASE 1) CUSTOMER ENROLLMENT AGREEMENT

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:

ELECTRIC VEHICLE SUBMETERING PILOT (PHASE 1) CUSTOMER ENROLLMENT AGREEMENT

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>

ELECTRIC VEHICLE SUBMETERING PILOT (PHASE 1) CUSTOMER ENROLLMENT AGREEMENT

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.

ELECTRIC VEHICLE SUBMETERING PILOT (PHASE 1) CUSTOMER ENROLLMENT AGREEMENT

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

ELECTRIC VEHICLE SUBMETERING PILOT (PHASE 1) CUSTOMER ENROLLMENT AGREEMENT

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

ELECTRIC VEHICLE SUBMETERING PILOT (PHASE 1) CUSTOMER ENROLLMENT AGREEMENT

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

ELECTRIC VEHICLE SUBMETERING PILOT (PHASE 1) CUSTOMER ENROLLMENT AGREEMENT

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



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Revised
Cancelling Revised

Cal. P.U.C. Sheet No. 55822-E
Cal. P.U.C. Sheet No. 48646-E

ELECTRIC SAMPLE FORM 79-1164
MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted March 30, 2023
Effective April 1, 2023
Resolution _____



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 Rule¹), 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 Utility² 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.

<u>Electric Service</u>	<u>Natural Gas Service</u>	
☐	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
Liberty Utilities – Rule 23
Pacific Gas and Electric – Rule 28
Pacific Power – Rule 26

San Diego Gas and Electric – Rule 44
Southern California Edison – Rule 27
Southern California Gas – Rule 44
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



A Sempra Energy utility™

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
300 Lakeside Drive
Oakland, CA 94612



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

☐ Units on individual parcels

☐ Common use shared ownership

☐ 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

<u>Current Gas Service Account Number</u>	<u>Current Rate Schedule</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

- ☐ Master-Meter/Sub-Meter Electric
☐ Master Electric Meter, no Sub-Meter
☐ Other: _____

Gas

- ☐ Master Meter/Sub-Meter Gas
☐ Master Gas Meter, no Sub-Meter
☐ 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.

MOBILEHOME PARK

UTILITY CONVERSION PROGRAM APPLICATION

- 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: _____	☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____	☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____	☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater	☐ Outdoor Gas Heaters
Btu rating: _____	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: _____	☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____	☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____	☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater	☐ Outdoor Gas Heaters
Btu rating: _____	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"*

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

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.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

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.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

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.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

12. MHP Owner/Operator Certification

I hereby declare under penalty of perjury that I am the person⁴, 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.

<u>Not Available</u>	<u>Being Provided</u>	<u>Documents</u>
☐	☐	<u>List of Registered Homeowners and Residents:</u> 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.
☐	☐	<u>Service Documents:</u> 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).
☐	☐	<u>Single Line Diagram:</u> 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.
☐	☐	<u>Additional Infrastructure:</u> 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.
☐	☐	<u>Site Plan:</u> 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.
☐	☐	<u>Tract Map:</u> 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 _____

Attachment B – Additional Information

- ☐ 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

[illegible]

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)	☐ 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: # _____ 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: # _____ 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: # _____ 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)	

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	☐ Outdoor Gas Heaters	
Btu rating: _____	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	☐ Outdoor Gas Heaters	
Btu rating: _____	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	☐ Outdoor Gas Heaters	
Btu rating: _____	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	☐ Outdoor Gas Heaters	
Btu rating: _____	Btu rating: _____	
☐ Other gas loads _____		
Btu rating: _____		



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Cancelling Revised
Revised

Cal. P.U.C. Sheet No. 55823-E
Cal. P.U.C. Sheet No. 51599-E

ELECTRIC SAMPLE FORM 79-1165
MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted March 30, 2023
Effective April 1, 2023
Resolution _____

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.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- 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.

**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT**

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
300 Lakeside Drive
Oakland, CA 94612

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

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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

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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.

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- 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:

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- 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.



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- 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.

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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.



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- 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

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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.

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- 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



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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

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- 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.



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- 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



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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

**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT**

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

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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.

_____ <i>Name of Mobilehome Park</i>	PACIFIC GAS AND ELECTRIC COMPANY
_____ <i>Company Name of Owner/Operator</i>	_____
_____ <i>Signature</i>	_____ <i>Signature</i>
_____ <i>Print Name</i>	_____ <i>Type/Print Name</i>
_____ <i>Title</i>	_____ <i>Title</i>
_____ <i>Date</i>	_____ <i>Date</i>



**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 Conversion Program 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 contractor 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) \$ _____



**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment B
Contractor Selection**

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

Table C-1	"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		
	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&E¹)

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)

	<u>Cost Covered by the MHP Program</u>	<u>Costs Not Covered by the MHP Program²</u>
<u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.	\$ _____	\$ _____
<u>Electric System</u> – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.	Materials: \$ _____	\$ _____
	Labor: \$ _____	\$ _____
<u>Gas System</u> – Includes, but is not limited to, houseline plumbing from the PG&E riser to the customer connection including labor and materials.	Materials: \$ _____	\$ _____
	Labor: \$ _____	\$ _____
<u>Other</u> – 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

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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

**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT**

Attachment F –

**Consumer Protection Measures for Residents
Participating in the Mobilehome Park Utility
Conversion Program**

The MHP residents are intended third party beneficiaries with respect to the protections contained in the following clause and shall have the sole rights to enforce this clause:

The property owner cannot raise the rent of a unit because of increased value of the unit solely due to infrastructure improvements provided by the MHP Program. Allowable factors for rent increase include, but are not limited to, an increase in property taxes, operation and maintenance cost, and/or amortizing costs of property improvements other than those made by the MHP Program. The owner(s) of the MHP shall provide notice of this protection from rent increases due to participation in the MHP Utility Program in writing to each MHP resident within 3 days of transfer of the MHP infrastructure to the utility following program completion. The notice will include the current contact information for mobilehome resources such as the Mobilehome Assistance Center and the Mobilehome Residency Law Protection Program at:

Mobilehome Assistance Center (Complaints): (800) 952-8356

MHAssistance@hcd.ca.gov

P.O. Box 278690 Sacramento, CA 95827-8690

Mobilehome Residency Law Protection Program (MRL Complaints): (800) 952-8356

MRLComplaint@hcd.ca.gov

P.O. Box 278690 Sacramento, CA 95827-8690



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

	Revised	Cal. P.U.C. Sheet No.	55824-E
<i>Cancelling</i>	Revised	Cal. P.U.C. Sheet No.	53112-E

Electric Sample Form No. 79-1172
Bioenergy Market Adjusting Tariff Power Purchase Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>March 30, 2023</u>
<i>Effective</i>	<u>April 1, 2023</u>
<i>Resolution</i>	<u></u>



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

[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

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



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

☐ 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)	



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

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).



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☐ 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]* (\$ *[Number]*.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]* (\$ *[Number]*.00); or (ii) twenty thousand dollars (\$20,000) for each megawatt of the Contract Capacity for a total of *[Dollar amount in words]* (\$ *[Number]*.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



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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.



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G. Seller Milestone Schedule

No.	Date	Milestones
1		Submits interconnection application. <i>[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].</i>
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 _____ <i>[applicable electrical generating equipment]</i> 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 <i>[and the Nameplate Capacity]</i> . <i>[Bracketed language only for Facilities with a Nameplate Capacity greater than three megawatts]</i>
22		Commercial Operation Date.
23		Receives Final CEC Certification.

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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:

300 Lakeside Drive

Oakland, CA 94612

Mail Address:

300 Lakeside Drive

Oakland, CA 94612

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



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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 thirty-four (34) 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 (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

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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;

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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



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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

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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.

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- 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:



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

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;

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- 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. *[Seller has considered long-term climate risk with respect to the Project, consistent with CPUC Decision 20-08-046] [Only for Agreements with a Delivery Term of fifteen or more Contract Years, as specified in Section A(i) of the Cover Sheet. [Add "." or "," as applicable]*
- 4.3.14. *[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.] [Add "." or "," as applicable]*
- 4.3.15. *[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. Seller's Fuel Resource Category Representations, Warranties and Covenants.

- 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

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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.

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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 revenue 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 Telemetry 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 Telemetry 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. Failure to Submit



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 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.

5.12.9.3. 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

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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.

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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



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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.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
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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:

$$\text{Guaranteed Energy Production} = 180\% \times \text{average of the Contract Quantity over the Performance Measurement Period in MWh} \times [(\text{Hours in Performance Measurement Period} - \text{Seller Excuse Hours}) / \text{Hours in Performance Measurement Period}]$$



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:

$$\text{Guaranteed Energy Production} = 180\% \times \text{average of the Contract Quantity over the Performance Measurement Period in MWh} \times [(\text{Hours in Performance Measurement Period} - \text{Seller Excuse Hours}) / \text{Hours in Performance Measurement Period}]$$

- 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



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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.]

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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).]

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[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 thirty-four (34) 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 thirty-fifth (35th) 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.

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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 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 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.



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

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)

BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX A -- DEFINITIONS

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:

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- (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.

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“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.



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX A -- DEFINITIONS

"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.

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“Cure” has the meaning set forth in Section 12.6.

“Curtailed 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

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(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.

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“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.

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"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 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 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]*

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“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



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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

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“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.

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APPENDIX A -- DEFINITIONS

“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.

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“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.

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APPENDIX A -- DEFINITIONS

“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.

“Telemetry 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 Telemetry 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.

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BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX A -- DEFINITIONS

“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 ***



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX B – COMMERCIAL OPERATION DATE CONFIRMATION LETTER

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:

(Seller)

(Signature)

(Type/Print Name)

(Title)

(Date)

By: **PACIFIC GAS AND ELECTRIC COMPANY**

(Buyer)

(Signature)

(Type/Print Name)

(Title)

(Date)

*** End of Appendix B ***



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX C – TIME OF DELIVERY PERIODS AND PAYMENT ALLOCATION FACTORS

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 ***

BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX D – FORECASTING AND OUTAGE NOTIFICATION REQUIREMENTS

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



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX D – FORECASTING AND OUTAGE NOTIFICATION REQUIREMENTS

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

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



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX D – FORECASTING AND OUTAGE NOTIFICATION REQUIREMENTS

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

† Information collected on this form is used in accordance with PG&E’s Privacy Policy.
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BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX D – FORECASTING AND OUTAGE NOTIFICATION REQUIREMENTS

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 ***



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX E – TELEMETRY REQUIREMENTS

APPENDIX E – TELEMETRY REQUIREMENTS

Telemetry System.

Seller shall install and maintain a Telemetry 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 Telemetry 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 ***



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX F – GUARANTEED ENERGY PRODUCTION DAMAGES

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:

$$[(A-B) \times (C-D)]$$

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 ***



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX G – FORM OF LETTER OF CREDIT

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

Applicant: *[Insert name and address of Applicant]*

300 Lakeside Drive

Oakland, CA 94612

Attention: Credit Risk Management

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.



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX G – FORM OF LETTER OF CREDIT

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.



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX G – FORM OF LETTER OF CREDIT

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: _____

[\[Each page of the Letter of Credit shall contain a header or footer showing the Letter of Credit number and page number\]](#)



**BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
APPENDIX G – FORM OF LETTER OF CREDIT**

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 ***



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX H – FORM OF GENERAL CONSENT TO ASSIGNMENT

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



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX H – FORM OF GENERAL CONSENT TO ASSIGNMENT

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: _____



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX H – FORM OF GENERAL CONSENT TO ASSIGNMENT

Assignor:

[Counterparty], [Enter type of company]

*[Mailing_Street_Address]
[Mailing_City], [Mailing_State]
[Mailing_Zip_code]*

By: _____

Name: _____

Title: _____

Dated: _____

Attn: *[Enter title]* _____

Assignee:
[Enter Assignee Address]

*[Enter Assignee company name], [Enter type
of company]*

By: _____

Name: _____

Title: _____

Dated: _____

Attn: [Enter title] _____



Exhibit A
Description of Assigned Agreement(s)

[illegible]

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March 2023



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX H – FORM OF GENERAL CONSENT TO ASSIGNMENT

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:



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX H – FORM OF GENERAL CONSENT TO ASSIGNMENT

With additional Notices of an Event of
Default to Contract Manager:

Attn:

Phone:

Facsimile:

Email:

*** End of Appendix H ***



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX I – FORM OF FINANCING CONSENT TO ASSIGNMENT

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 [_____, 2____], 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

BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX I – FORM OF FINANCING CONSENT TO ASSIGNMENT

“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

BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX I – FORM OF FINANCING CONSENT TO ASSIGNMENT

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:	



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX I – FORM OF FINANCING CONSENT TO ASSIGNMENT

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.



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX I – FORM OF FINANCING CONSENT TO ASSIGNMENT

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)



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX I – FORM OF FINANCING CONSENT TO ASSIGNMENT

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)



**BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
APPENDIX I – FORM OF FINANCING CONSENT TO
ASSIGNMENT**

Description of Assigned Agreement(s)

1. (List all relevant agreements between Buyer and Counterparty)

This image shows a full page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, typical of notebook paper. There are no margins, text, or other markings on the page.

*** End of Appendix I ***

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BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX J – PROCEDURE FOR DEMONSTRATION OF CONTRACT CAPACITY

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 ***



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX J – PROCEDURE FOR DEMONSTRATION OF CONTRACT CAPACITY

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.

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BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX J – PROCEDURE FOR DEMONSTRATION OF 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.

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 ****



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX K-1 – QF EFFICIENCY MONITORING PROGRAM – COGENERATION DATA REPORTING FORM

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 ***



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX K-2 – FUEL USE STANDARDS – SMALL POWER PRODUCER DATA REPORTING FORM

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 ***



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX K-3 – FUEL USE STANDARDS – MULTI- FUEL MONTHLY DATA REPORTING FORM

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.

	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)	Injected			Withdrawn	Station Use		Total Energy Input (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)	
Jan												
Feb												

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BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

APPENDIX K-3 – FUEL USE STANDARDS – MULTI- FUEL MONTHLY DATA REPORTING FORM

	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)	Injected			Withdrawn	Station Use		Total Energy Input (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)	
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 ***



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX L – FORM OF FUEL ATTESTATION

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)				



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX L – FORM OF FUEL ATTESTATION

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 (ft³) 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 ***



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX L – FORM OF FUEL ATTESTATION

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)				

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BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX L – FORM OF FUEL ATTESTATION

Fuel Resource Category	Volume of Fuel Delivered (BDT)	Fuel Use (BDT) ⁽¹⁾	Total Metered Generation (MWh)	<i>[Annual] [Quarterly]</i> 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:

$$\text{Fuel Use Percentage: } \frac{A}{B} \times 100$$

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:

$$\text{Category 3 Fuel Use Percentage: } \frac{A}{B} \times 100$$

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"]]*

$$\text{High Hazard Fuel Use Percentage: } \frac{A}{B} \times 100$$

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



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX L – FORM OF FUEL ATTESTATION

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 ***



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX L – FORM OF FUEL ATTESTATION

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 ***



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX M – FUEL RESOURCE FAILURE CURE REQUIREMENTS

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 $A \geq 80\%$, 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 ***



BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT APPENDIX N – FORM LOW-VOLTAGE SIDE METERING ATTESTATION

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.



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].



ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

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)



ENERGY EFFICIENCY FINANCING PILOT PROGRAMS AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

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 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.

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



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): _____



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 300 Lakeside Drive, Oakland, CA 94612



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.)

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)

CUSTOMER INFORMATION SERVICE REQUEST FOR SHARE MY DATA (CISR-SMD)

[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: _____

CUSTOMER INFORMATION SERVICE REQUEST FOR SHARE MY DATA (CISR-SMD)

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
300 Lakeside Drive
Oakland, CA 94612



Electric Sample Form No. 79-1187

Sheet 1

Bioenergy Market Adjusting Tariff Program (BioMAT Program) - Fuel Resource
Attestation

**Please Refer to Attached
Sample Form**



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.



BIOENERGY MARKET ADJUSTING TARIFF PROGRAM (BIOMAT PROGRAM) – FUEL RESOURCE ATTESTATION

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)



BIOENERGY MARKET ADJUSTING TARIFF PROGRAM (BIOMAT PROGRAM) – FUEL RESOURCE ATTESTATION

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.



BIOENERGY MARKET ADJUSTING TARIFF PROGRAM (BIOMAT PROGRAM) – FUEL RESOURCE ATTESTATION

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)



BIOENERGY MARKET ADJUSTING TARIFF PROGRAM (BIOMAT PROGRAM) – FUEL RESOURCE ATTESTATION

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.



BIOENERGY MARKET ADJUSTING TARIFF PROGRAM (BIOMAT PROGRAM) – FUEL RESOURCE ATTESTATION

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
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: BioMAT Administrators



Electric Sample Form No. 79-1188
Special Agreement for Retail Storage Station Service
for In Front of the Meter Applications

Sheet 1

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2023
April 1, 2023

SPECIAL AGREEMENT FOR RETAIL STORAGE STATION SERVICE FOR IN FRONT OF THE METER APPLICATIONS

- ☐ **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

SPECIAL AGREEMENT FOR RETAIL STORAGE STATION SERVICE FOR IN FRONT OF THE METER APPLICATIONS

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:

Customer

Authorized Signature

Print Name

Title

Date

PACIFIC GAS AND ELECTRIC COMPANY

Authorized Signature

Print Name

Title

Date

Mailing Address:

Mailing Address:

Pacific Gas and Electric Company
300 Lakeside Drive, Suite 210
Oakland, CA 94612



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)

Advice
Decision

6900-E

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2023
April 1, 2023



Pacific Gas and
Electric Company®

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.

ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

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

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

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,

ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

- (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.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

- 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 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.

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

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



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

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.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

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 Grid Interconnection - Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612

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.

ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

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.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

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.

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



*Pacific Gas and
Electric Company®*

**ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET
ENERGY METERING (NEM2VMSH) INTERCONNECTION
AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING
WITH SOLAR GENERATION TOTALING 1 MW OR LESS**

**APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)**



**ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET
ENERGY METERING (NEM2VMSH) INTERCONNECTION
AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING
WITH SOLAR GENERATION TOTALING 1 MW OR LESS**

APPENDIX B (If Applicable)

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



**ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET
ENERGY METERING (NEM2VMSH) INTERCONNECTION
AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING
WITH SOLAR GENERATION TOTALING 1 MW OR LESS**

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. 79-1191 Sheet 1
Interconnection Agreement for Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT)
Generating Facility

**Please Refer to Attached
Sample Form**

(Continued)

<i>Advice</i>	6900-E	<i>Issued by</i>	<i>Submitted</i>	<u>March 30, 2023</u>
<i>Decision</i>		Meredith Allen	<i>Effective</i>	<u>April 1, 2023</u>
		<i>Vice President, Regulatory Affairs</i>	<i>Resolution</i>	<u></u>



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

This Generating Facility Interconnection Agreement for Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT), (Agreement) is entered into by and between _____ a _____ (RES-BCT Customer), and Pacific Gas and Electric Company (PG&E) a California Corporation. RES-BCT 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 AND PURPOSE

This Agreement provides for RES-BCT Customer to interconnect and operate a 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 RES-BCT Customer'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 RES-BCT Customer's Generating Facility through RES-BCT Customer's circuits).

2. SUMMARY AND DESCRIPTION OF RES-BCT CUSTOMER'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 RES-BCT 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 Producer as Appendix A).

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

2.3. RES-BCT Customer'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.



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

- 2.8. For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), RES-BCT Customer 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-	RES-BCT Customer's 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-	RES-BCT Customer's Certification that it meets the definition of an Eligible RES-BCT Customer, as defined PG&E's Electric Rate Schedule RES-BCT

- 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 RES-BCT Customer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.



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- (c) At 12:01 A.M. on the 61st day after RES-BCT Customer or PG&E provides written Notice pursuant to Section 11 below to the other Party of RES-BCT Customer's or PG&E's intent to terminate this Agreement.
- 4.2. RES-BCT Customer 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) RES-BCT Customer fails to take all corrective actions specified in PG&E's Notice that RES-BCT Customer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) RES-BCT Customer 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) RES-BCT Customer 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 RES-BCT Customer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of RES-BCT Customer's apparent abandonment of the Generating Facility affirming RES-BCT Customer'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 RES-BCT Customer 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), RES-BCT Customer 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 RES-BCT Customer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, RES-BCT Customer 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 RES-BCT Customer's Generating Facility may



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no longer meet the Cogeneration Requirements, PG&E may require RES-BCT Customer 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 RES-BCT Customer's Generating Facility and/or require documentation from RES-BCT Customer to monitor the Generating Facility's compliance with Section 216.6 of the PUC. If PG&E determines in its sole judgment that RES-BCT Customer 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 RES-BCT Customer 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 RES-BCT Customer of the Status Change pursuant to Section 11.1 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 RES-BCT Customer'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 RES-BCT Customer, 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 RES-BCT Customer's receipt of such invoice.
- 5.2. The RES-BCT Customer 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 RES-BCT Customer inverter. RES-BCT Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. RES-BCT Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, RES-BCT 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-and-topics/topics/renewable-energy/solar-equipment-lists>).

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



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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. RES-BCT Customer 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 RES-BCT Customer's Generating Facility.
- 6.2. RES-BCT Customer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that RES-BCT Customer 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, RES-BCT Customer 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



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

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



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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 RES-BCT Customer's performance of its duties and obligations under this Agreement, RES-BCT Customer 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 RES-BCT Customer'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 RES-BCT Customer'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 RES-BCT Customer'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 RES-BCT Customer's Generating Facility is ten (10) kW or less and RES-BCT Customer'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.



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- 10.4. RES-BCT Customer 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 RES-BCT Customer is self-insured with an established record of self-insurance, RES-BCT Customer may comply with the following in lieu of Sections 10.1 through 10.4:
- (a) RES-BCT Customer 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 RES-BCT Customer ceases to self-insure to the level required hereunder, or if RES-BCT Customer are unable to provide continuing evidence of RES-BCT Customer's ability to self-insure, RES-BCT Customer 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 to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

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
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

If to RES-BCT Customer:

RES-BCT Customer 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.



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

- 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 RES-BCT 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 RES-BCT Customer's Generating Facility or its interconnection with PG&E's Distribution System.
- 12.2. RES-BCT Customer authorizes to release to the California Energy Commission (CEC) information regarding RES-BCT Customer'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

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



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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
_____ (RES-BCT CUSTOMER's Company Name)	
_____ (Signature)	_____ (Signature)
_____ (Print Name)	_____ (Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)



**INTERCONNECTION AGREEMENT FOR RENEWABLE
ENERGY SELF-GENERATION BILL CREDIT
TRANSFER (RES-BCT) GENERATING FACILITY**

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by RES-BCT 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 RES-BCT Customer of Rules "2" and "21.")



**INTERCONNECTION AGREEMENT FOR RENEWABLE
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TRANSFER (RES-BCT) GENERATING FACILITY**

APPENDIX C (If Applicable)

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



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

APPENDIX D

RES-BCT CUSTOMER 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 Customer declares that its Generating Facility:

- (1) meets the requirements of an "Eligible Renewable Generating Facility", as defined in PG&E's Electric Rate Schedule RES-BCT; 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 (Paragraphs (1) and (2), collectively, are referred to herein as the "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 RES-BCT Customer uses biogas or a renewable fuel as the fuel for their Renewable Electric Generation Facility:

☐ RES-BCT Customer 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>



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RES-BCT Customer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, RES-BCT Customer's Generating Facility shall continue to meet the Eligibility Requirements. If RES-BCT Customer's Generating Facility ceases to meet the Eligibility Requirements, RES-BCT Customer 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 RES-BCT Customer's Generating Facility may no longer meet the Eligibility Requirements, PG&E may require RES-BCT Customer to provide evidence that RES-BCT Customer's 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 RES-BCT Customer's Generating Facility and/or require documentation from RES-BCT Customer to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that RES-BCT Customer 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 RES-BCT Customer again demonstrates to PG&E's reasonable satisfaction that RES-BCT Customer's Generating Facility meets the Eligibility Requirements (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 RES-BCT Customer 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 RES-BCT Customer's Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the RES-BCT Customer 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 RES-BCT Customer's representations that RES-BCT Customer's 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 RES-BCT Customer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of RES-BCT Customer'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,

RES-BCT Customer Signature: _____

Name: _____

Title: _____

Date: _____



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

APPENDIX E

RES-BCT CUSTOMER CERTIFICATION THAT IT MEETS THE DEFINITION OF AN ELIGIBLE RES-BCT CUSTOMER, AS DEFINED IN PG&E ELECTRIC RATE SCHEDULE RES-BCT

RES-BCT Customer certifies that it is an Eligible RES-BCT Customer as defined in PG&E Electric Rate Schedule RES-BCT (as set forth in paragraph 1, and its sub-paragraphs, of the Applicability section).

If RES-BCT Customer is a Tribe as described at paragraph 1(d) of the Applicability section of PG&E Electric Rate Schedule RES-BCT, and RES-BCT Customer's name, whether for the generating or benefitting accounts, differs from the name on The List², RES-BCT customer certifies that, notwithstanding this difference, it is a tribe referenced on The List.

In addition RES-BCT Customer certifies that all of the service agreements listed on the submitted Rule 21 Generation Interconnection Application are accounts (i) for this same RES-BCT Customer; or (ii) serve property that is owned, operated or on property under the control of RES-BCT Customer. If the name of the RES-BCT Customer differs from the customer name on any of the benefitting accounts under the Arrangement, the relationship of RES-BCT Customer to the customer named on each of the benefitting accounts is as follows:

Customer Name on Benefitting Account	PG&E Service Agreement No.	Relationship of Benefitting Account Customer to RES- BCT Customer
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

² The term "The List" is defined in Electric Rate Schedule RES-BCT at Applicability paragraph 1(d) and footnote 1.



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

RES-BCT Customer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, RES-BCT Customer shall continue to be an Eligible RES-BCT Customer. If RES-BCT Customer ceases to be an Eligible RES-BCT Customer, RES-BCT Customer 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 RES-BCT Customer is no longer an Eligible RES-BCT Customer, PG&E may require RES-BCT Customer to provide evidence that RES-BCT Customer continues to be an Eligible RES-BCT Customer, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may require documentation from RES-BCT Customer to monitor RES-BCT Customer's status as an Eligible RES-BCT Customer. If PG&E determines at its sole judgment that RES-BCT Customer either failed to provide evidence in a timely manner or that it provided insufficient evidence that it is an Eligible RES-BCT Customer, then the Eligibility Status shall be deemed ineffective until such time as RES-BCT Customer again demonstrates to PG&E's reasonable satisfaction that RES-BCT Customer is an Eligible RES-BCT Customer (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 RES-BCT Customer 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 RES-BCT Customer first ceased to be an Eligible RES-BCT Customer. PG&E shall invoice the RES-BCT Customer 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 RES-BCT Customer's representations that RES-BCT Customer met the requirements to be an Eligible RES-BCT Customer 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 RES-BCT Customer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of RES-BCT Customer's receipt of such invoice.

I am duly authorized to make this certification on behalf of the RES-BCT Customer 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)

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2023
April 1, 2023



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500 kW or LESS

This *INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500 kW 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 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)

The Net Nameplate Rating of the Generating Facility is _____ kW.
(must be 500 kW or less) (not required for Non-Export AC/DC Converters)

- 2.6. The expected annual energy production of the Generating Facility or Non-Export AC/DC Converter is _____ kWh.
- 2.7. 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.



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500 kW or LESS

- (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 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.

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.

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com



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 Grid Interconnection – Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

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 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.

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. 79-1195

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)

Advice
Decision

6900-E

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2023
April 1, 2023



Pacific Gas and
Electric Company®

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 Point¹ 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.

ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEMVMASH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

- 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,

ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEMVMASH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

- (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.

ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEMVMASH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

- 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 application² no later than March 31, 2018, or
- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

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

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



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEMVMASH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

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.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEMVMASH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

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 Grid Interconnection - Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612

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.

ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEMVMASH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

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.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEMVMASH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

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.

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



*Pacific Gas and
Electric Company®*

**ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET
ENERGY METERING (NEMVMASH) INTERCONNECTION
AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING
WITH SOLAR GENERATION TOTALING 1 MW OR LESS**

**APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)**



**ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET
ENERGY METERING (NEMVMASH) INTERCONNECTION
AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING
WITH SOLAR GENERATION TOTALING 1 MW OR LESS**

APPENDIX B (If Applicable)

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



**ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET
ENERGY METERING (NEMVMASH) INTERCONNECTION
AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING
WITH SOLAR GENERATION TOTALING 1 MW OR LESS**

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. 79-1198-02

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)

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2023
April 1, 2023



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

This *Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Electrical Generating Facility Sized Greater than 1,000 kW* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

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

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

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator’s Generating Facility and loads are interconnected with PG&E’s Electric System, is attached to and made a part of this Agreement.
- 2.2 Generating Facility identification number: _____ (Assigned by PG&E).
- 2.3 Customer-Generator’s electric service agreement ID number: _____ (Assigned by PG&E).
- 2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E’s Electric System:

Name: _____

Address: _____

City/Zip Code: _____

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

- 2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.
- 2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.
- 2.7 The purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode ☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.
- 2.8 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement _____.
- 2.9 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.10 The Producer certifies that their inverter-based Generating Facilities will upon receiving permission to operate from PG&E fully comply with Section Hh of Rule 21 that is in effect at the time the application is received, including configuration of protective settings and default settings, in accordance with the specifications therein.

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

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

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

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

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

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

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

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

- Attachment A Additional Terms and Conditions for Projects Requiring Interconnection Facilities and/or Upgrades to PG&E’s Distribution and/or Transmission System
- Attachment B Final Study Report Including Description and Costs of the Generating Facility, Interconnection Facilities, Metering Equipment, Distribution and/or Network Upgrades
- Attachment C 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).
- 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)

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

- Attachment 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)
- 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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

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.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

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:



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

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

Pacific Gas and Electric Company
Attn: Insurance Department
300 Lakeside Drive, Suite 210
Oakland, CA 94612



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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 Grid Interconnection – Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

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



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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.



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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.

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

ATTACHMENT A

Additional Terms and Conditions for Projects Requiring Interconnection Facilities and/or Upgrades to PG&E's Distribution and/or Transmission System

Section 1. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

1.1. Interconnection Facilities

1.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment B of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

1.1.2. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.

1.1.3. 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 Attachment D.

1.2. 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 Attachment D. 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 2 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



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Upgrades, the 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.



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2.3. Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

Section 3. Taxes

3.1. 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.

3.1.1 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.

3.2. 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 4. 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 5. 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.

5.1 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



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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.

- 5.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

ATTACHMENT B

Final Study Report Including Description and Costs of the Generating Facility, Interconnection Facilities, Metering Equipment, Distribution and/or Network Upgrades

Final study report includes equipment, including the Generating Facility, Interconnection Facilities, and metering equipment itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment. Additionally, NEM program specific information relating to the Interconnection Customer's Generating Facility and any associated arrangements (i.e. NEM2, NEM2A, NEM2MT, NEM2V, NEM2VMSH (1 SDP), and NEMVMSH (DEV)) will be set forth in this attachment.

Final study report includes description of Upgrades and provides an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.



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ATTACHMENT C

Rule 21 Special Facilities Agreement
(Formed by the Parties)



**INTERCONNECTION AGREEMENT FOR NET
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ATTACHMENT D

**NEM2V or NEM2VMSH Storage
(when applicable)**

Applicants adding storage pursuant to Schedules NEM2V or NEM2VMSH under the Special Condition for storage must include proper documentation per PG&E's Distribution Interconnection Handbook (DIH).



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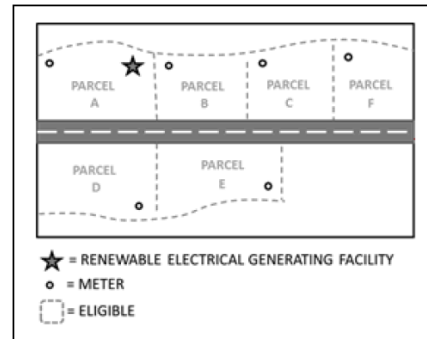
ATTACHMENT E

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

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

1. The total annual output in kWh of the generator is less than or equal to 100% of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and
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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

ATTACHMENT F

Addendum for Net Energy Metering Multiple Tariff (when applicable)

This Addendum represents mutual agreement between PG&E and Customer to provide for an interim arrangement to accommodate interconnection under Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Electrical Generating Facility Sized Greater Than 1,000 kW consistent with the multiple tariff treatment provided in PG&E Schedule NEM, Special Condition 4 (NEMMT). The Parties enter into this Addendum pursuant to Rule 21 Section H.1.f.

1. MULTIPLE TARIFF GENERATING FACILITY DESCRIPTION

1.1. In addition to the requirements of Electric Rule 21 and the GIA, Customer will abide by the requirements in the interconnection and operation of its Generating Facility described below.

1.2. The Gross Nameplate Rating of the Generating Facility is:

1.2.1. Eligible Generator(s):

Biomass	NEM1: _____kW NEM2: _____kW	Digester gas	NEM1: _____kW NEM2: _____kW
Solar thermal	NEM1: _____kW NEM2: _____kW	Municipal solid waste	NEM1: _____kW NEM2: _____kW
Photovoltaic	NEM1: _____kW NEM2: _____kW	Landfill gas	NEM1: _____kW NEM2: _____kW
Wind	NEM1: _____kW NEM2: _____kW	Ocean wave	NEM1: _____kW NEM2: _____kW
Geothermal	NEM1: _____kW NEM2: _____kW	Ocean thermal	NEM1: _____kW NEM2: _____kW
Fuel cell	NEM1: _____kW NEM2: _____kW	Tidal current	NEM1: _____kW NEM2: _____kW
Small hydroelectric generation	NEM1: _____kW NEM2: _____kW	Storage/Batteries (NEM eligible only) _____amp hours _____ inverter kW	NEM1: _____kW NEM2: _____kW



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1.2.2. Non-Eligible Generator(s): _____ kW

1.2.3. Total Gross Nameplate Rating of the Generating Facility: _____ kW

1.3. The Net Nameplate Rating of the Generating Facility is:

1.3.1. Eligible Generator(s):

Biomass	NEM1: _____ kW NEM2: _____ kW	Digester gas	NEM1: _____ kW NEM2: _____ kW
Solar thermal	NEM1: _____ kW NEM2: _____ kW	Municipal solid waste	NEM1: _____ kW NEM2: _____ kW
Photovoltaic	NEM1: _____ kW NEM2: _____ kW	Landfill gas	NEM1: _____ kW NEM2: _____ kW
Wind	NEM1: _____ kW NEM2: _____ kW	Ocean wave	NEM1: _____ kW NEM2: _____ kW
Geothermal	NEM1: _____ kW NEM2: _____ kW	Ocean thermal	NEM1: _____ kW NEM2: _____ kW
Fuel cell	NEM1: _____ kW NEM2: _____ kW	Tidal current	NEM1: _____ kW NEM2: _____ kW
Small hydroelectric generation	NEM1: _____ kW NEM2: _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW	NEM1: _____ kW NEM2: _____ kW

1.3.2. Non-Eligible Generator(s): _____ kW

1.3.3. Total Net Nameplate Rating of the Generating Facility: _____ kW



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

Biomass	NEM1: _____ kW NEM2: _____ kW	Digester gas	NEM1: _____ kW NEM2: _____ kW
Solar thermal	NEM1: _____ kW NEM2: _____ kW	Municipal solid waste	NEM1: _____ kW NEM2: _____ kW
Photovoltaic	NEM1: _____ kW NEM2: _____ kW	Landfill gas	NEM1: _____ kW NEM2: _____ kW
Wind	NEM1: _____ kW NEM2: _____ kW	Ocean wave	NEM1: _____ kW NEM2: _____ kW
Geothermal	NEM1: _____ kW NEM2: _____ kW	Ocean thermal	NEM1: _____ kW NEM2: _____ kW
Fuel cell	NEM1: _____ kW NEM2: _____ kW	Tidal current	NEM1: _____ kW NEM2: _____ kW
Small hydroelectric generation	NEM1: _____ kW NEM2: _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW	NEM1: _____ kW NEM2: _____ kW

1.4.1. Non-Eligible Generator(s): _____ kW

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

ATTACHMENT G

Producer's Warranty that the Generating Facility is a "Cogeneration Facility" Pursuant to Section 216.6 of the California Public Utilities Code (when applicable)

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

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

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

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

ATTACHMENT H

Producer's Warranty that the Generating Facility is an Eligible Biogas Electrical Generating Facility Pursuant to Section 2827.9 of the California Public Utilities Code (when applicable)

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

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

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

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

ATTACHMENT I

Schedule NEM2 Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827.1 of the California Public Utilities Code (when applicable)

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

Check Type of Renewable Electrical Generation Facility:

☐ 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>



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

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

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

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

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

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

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

ATTACHMENT J

Operating Requirements for Energy Storage Device(s) (when applicable)

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

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

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

And during the hours of _____

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

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

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

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

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

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



**INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING (NEM2) AND RENEWABLE
ELECTRICAL GENERATING FACILITY SIZED
GREATER THAN 1,000 kW**

ATTACHMENT K

**NEMFC Customer Agreement Starting January 1, 2017 Until California Air
Resources Board Emission Standard is Established (when applicable)**

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

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

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

Specifically, I will be responsible for the following:

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

(Company Name)

(Signature)

(Print Name)

(Title)

(Date)



Electric Sample Form No. 79-1200
Rule 21 Generator Interconnection
Agreement for Exporting Generating Facilities

Sheet 1

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2023
April 1, 2023



*Pacific Gas and
Electric Company®*

RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES

**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]**

RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES

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RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES

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RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES

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Attachment B – One-line Diagram Depicting the Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

Attachment C – Final Study Report Including Description and Costs of the Generating Facility, Interconnection Facilities, Metering Equipment, Distribution and/or Network Upgrades

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Attachment E – Additional Operating Requirements for the Distribution Provider's Distribution System and Affected Systems Needed to Support the Interconnection Customer's Needs

Attachment F – 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).



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES

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:

RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES

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 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.



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES

- 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.

RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES

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.

RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES

(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 application¹ 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.

RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES

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.

RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES

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. The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider twenty (20) Business Days written notice.

RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES

- 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.

RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES

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.



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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

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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.

4.1.3. 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 Attachment G.

4.2. 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 Attachment G. 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.



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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



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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. **Milestones**

6.1. 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.

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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.



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- 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



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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.

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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

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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.

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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

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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.



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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.

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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



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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:
Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

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:
Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com



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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:
Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

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.



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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)

RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING — ATTACHMENT A —

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

RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING — ATTACHMENT A —

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.

RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING — ATTACHMENT A —

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.



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RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES — ATTACHMENT B —

**One-line Diagram Depicting the Generating Facility, Interconnection
Facilities, Metering Equipment, and Upgrades**

RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES — ATTACHMENT C —

Final Study Report Including Description and Costs of the Generating Facility, Interconnection Facilities, Metering Equipment, Distribution and/or Network Upgrades

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.



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES — ATTACHMENT D —

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

	<u>Milestones</u>	<u>Date</u>	<u>Responsible Party</u>
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 _____



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES — ATTACHMENT E —

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.



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RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES — ATTACHMENT F —

**Rule 21 Special Facilities Agreement
(Formed between the Parties)**



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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.

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

- 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,

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

- (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.

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

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 <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 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.

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

- 1. A completed Interconnection Application including all supporting documents and required payments
- 2. A completed signed Interconnection Agreement
- 3. Evidence of the Customer-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.



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

- 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.



**ELIGIBLE LOW-INCOME DEVELOPMENT VIRTUAL NET
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GENERATION TOTALING 1 MW OR LESS**

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 Grid Interconnection - Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612

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.

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

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.



**ELIGIBLE LOW-INCOME DEVELOPMENT VIRTUAL NET
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GENERATION TOTALING 1 MW OR LESS**

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)



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**ELIGIBLE LOW-INCOME DEVELOPMENT VIRTUAL NET
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AGREEMENT FOR THE SOLAR ON MULTIFAMILY
AFFORDABLE HOUSING (SOMAH) PROGRAM WITH SOLAR
GENERATION TOTALING 1 MW OR LESS**

**APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)**



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**ELIGIBLE LOW-INCOME DEVELOPMENT VIRTUAL NET
ENERGY METERING (NEM2VSOM) INTERCONNECTION
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AFFORDABLE HOUSING (SOMAH) PROGRAM WITH SOLAR
GENERATION TOTALING 1 MW OR LESS**

APPENDIX B (If Applicable)

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



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**ELIGIBLE LOW-INCOME DEVELOPMENT VIRTUAL NET
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GENERATION TOTALING 1 MW OR LESS**

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. 79-1220

Sheet 1

Interconnection Agreement for Net Energy Metering (NEM) of a Renewable Electric Generating Facility
of 1,000 kW or Less, Except Solar or Wind Facilities of 30 kW or Less,
and Virtual Net Energy Metering (NEMV) of a Renewable Electric Generating Facility of 1,000 kW or
Less

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2023
April 1, 2023



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND FACILITIES OF 30 KW OR LESS, AND VIRTUAL NET ENERGY METERING (NEMV) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS

This *Interconnection Agreement for Net Energy Metering (NEM) for a Renewable Electric Generating Facility of 1,000 kW or Less, Except Solar Or Wind Facilities of 30 kW or Less, and Virtual Net Energy Metering (NEMV) of a Renewable Electric Generating Facility of 1,000 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

- 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 less than 30 kW, please use form 79-1151A) (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).

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



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

Name: _____

Address: _____

City/Zip Code: _____

- 2.5 The Gross Nameplate Rating of the Generating Facility: _____ kW.
- 2.6 The Net Nameplate Rating of the Generating Facility: _____ kW.
- 2.7 The expected annual energy production of the Generating Facility is _____ kWh.
- 2.8 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement is _____.

- 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 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,



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2017 and submitted a complete interconnection application² no later than March 31, 2018, or

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

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

- (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 <i>PG&E's Agreement for Installation or Allocation of Special Facilities</i> (Forms 79-255, 79-280, 79-702) or <i>Agreements to Perform Any Tariff Related Work</i> (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 (if applicable).
Appendix D	NEM Load Aggregation Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel (if applicable)
Appendix E	Customer-Generator Affidavit Warranting That NEM2V Arrangement Is Sized to Load (if applicable)
Appendix F	NEMV, NEM2V Storage (if applicable)

² A complete application consists of 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.



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Appendix G Operating Requirements for Energy Storage Device(s) (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 NEM (if applicable), Schedule NEMV (if applicable) 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 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 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.



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- 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) via PG&E's online Application Portal, including all supporting documents and payments as described in the Application; (2) a signed and completed *Interconnection Agreement for Net Energy Metering of a Renewable Electrical Generation Facility of 1,000 kW or Less, Except Solar or Wind Facilities of 30 KW or Less* (Form 79-XXXX); 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. INTERCONNECTION FACILITIES

- 6.1 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.



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- 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

- 8.1. 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.

- (a) For NEMV Customer-Generators only, 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 8.1(a), 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.



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- 8.2. Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.
- 8.3. The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.4. 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 5, 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
- 8.5. 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.



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- 8.6. 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 8.1.

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.

- 8.7. 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
Attn: Insurance Department
300 Lakeside Drive, Suite 210
Oakland, CA 94612

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 Grid Interconnection – Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com



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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.



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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. CRD POWER CONTROL SYSTEM CERTIFICATION

When applicable, Customer-Generator confirms that the Renewable Electrical Generation Facility including Energy Storage over 10 kW that has received UL 1741 CRD for Power Control Systems (PCS) certification will comply with either No Grid Charge or No Storage Export as defined in Schedule NEM2.

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.



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18. SIGNATURES

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

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



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



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APPENDIX B
(If Applicable)

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



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APPENDIX C

(NOT APPLICABLE TO SOLAR AND/OR WIND)

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 is required 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):

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



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- ☐ 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:

- ☐ 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 10 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 10 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.



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KW OR LESS, EXCEPT SOLAR OR WIND
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NET ENERGY METERING (NEMV) OF A
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Any amounts to be paid or refunded by Eligible Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Customer-Generator's receipt of such invoice.

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



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APPENDIX D

NEM LOAD AGGREGATION APPENDIX

(If Applicable)

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

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

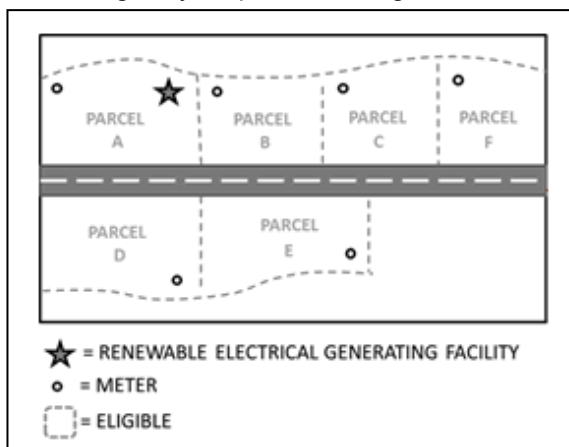
1) The total annual output in kWh of the generator is less than or equal to 100% of the annual aggregated electrical load in kWh of the meters within the arrangement, including the load on the generating account itself (before being offset by the generator), and including any estimated future additional 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



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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



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APPENDIX E
(If Applicable)

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



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APPENDIX F
(If Applicable)
NEMV, NEM2V Storage

Applicants adding storage pursuant to Schedules NEMV, NEM2V under the Special Condition for storage must include proper documentation per PG&E's Distribution Interconnection Handbook (DIH).



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APPENDIX G

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.



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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. 79-1220-02

Sheet 1

Interconnection Agreement for Net Energy Metering 2 (NEM2) of a Renewable Electric Generating Facility of 1,000 kW or Less, Except NEM2 Solar or Wind Facilities of 30 kW or Less, and Virtual Net Energy Metering (NEM2V) of a Renewable Electric Generating Facility of 1,000 kW or Less

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2023
April 1, 2023



Pacific Gas and
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INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS, EXCEPT NEM2 SOLAR OR WIND FACILITIES OF 30 KW OR LESS, AND VIRTUAL NET ENERGY METERING (NEM2V) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS

This INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS, EXCEPT NEM2 SOLAR OR WIND FACILITIES OF 30 KW OR LESS, AND VIRTUAL NET ENERGY METERING (NEM2V) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 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

- 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 NEM2 Solar or Wind Generating Facility less than 30 kW, please use form 79-1151A-02) (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).

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



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LESS

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 Electric System:

Name: _____

Address: _____

City/Zip Code: _____

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

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

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

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

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 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,



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LESS**

2017 and submitted a complete interconnection application² no later than March 31, 2018, or

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

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

- (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 <i>PG&E's Agreement for Installation or Allocation of Special Facilities</i> (Forms 79-255, 79-280, 79-702) or <i>Agreements to Perform Any Tariff Related Work</i> (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 (if applicable).
Appendix D	NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel (if applicable)
Appendix E	Customer-Generator Affidavit Warranting That NEM2V Arrangement Is Sized to Load (if applicable)
Appendix F	NEMV, NEM2V, Storage (if applicable)

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

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS, EXCEPT NEM2 SOLAR OR WIND FACILITIES OF 30 KW OR LESS, AND VIRTUAL NET ENERGY METERING (NEM2V) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS

Appendix G Operating Requirements for Energy Storage Device(s) (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 (if applicable), Schedule NEM2V (if applicable) 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 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 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.



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- 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 *INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) OF A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND* (Form 79-XXXX-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 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.
- 5.5 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.



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- 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.

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

- 8.1. 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.

- (a) For NEM2V Customer-Generators only, 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 8.1(a), 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.



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LESS**

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.

- 8.2. Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.
- 8.3. The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.4. 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 5, 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



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LESS**

8.5. 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.

8.6. 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 8.1.

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.

8.7. 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
Attn: Insurance Department
300 Lakeside Drive, Suite 210
Oakland, CA 94612

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 19.1 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..



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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 Grid Interconnection – Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

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.



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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. DISPUTES

14.1 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.

15. REVIEW OF RECORDS AND DATA

15.1 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.

15.2 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

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

16.1 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.

16.2 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.

16.3 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.

16.4 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.



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17. CRD POWER CONTROL SYSTEM CERTIFICATION

When applicable, Customer-Generator confirms that the Renewable Electrical Generation Facility including Energy Storage over 10 kW that has received UL 1741 CRD for Power Control Systems (PCS) certification will comply with either No Grid Charge or No Storage Export as defined in Schedule NEM2.

18. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in 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)



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APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)



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APPENDIX B (If Applicable)

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



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APPENDIX C

(NOT APPLICABLE TO SOLAR AND/OR WIND)

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 is required 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):

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



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☐ 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:

☐ 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 10 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 10 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.



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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



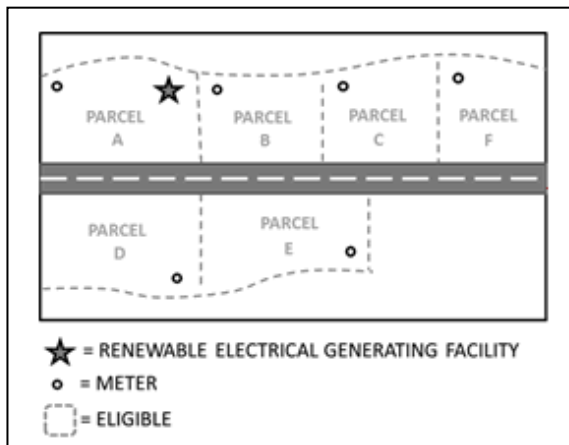
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APPENDIX D
NEM2 LOAD AGGREGATION APPENDIX
(If Applicable)

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

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

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



unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.

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



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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



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APPENDIX E
(If Applicable)
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 of the annual usage (kWh) requirement for that specific Benefitting Account.

Service Address of Generator:

Customer Generator's Name

Signature

Date

Type/Print Name

Title



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APPENDIX F
(If Applicable)
NEMV, NEM2V Storage

Applicants adding storage pursuant to Schedules NEMV, NEM2V under the Special Condition for storage must include proper documentation per PG&E's Distribution Interconnection Handbook (DIH).



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APPENDIX G

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.



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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.



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

	Revised	Cal. P.U.C. Sheet No.	55838-E
<i>Cancelling</i>	Revised	Cal. P.U.C. Sheet No.	48685-E

Electric Sample Form No. 79-285
Special Agreement for Electrical Standby Service

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>March 30, 2023</u>
<i>Effective</i>	<u>April 1, 2023</u>
<i>Resolution</i>	<u></u>



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:

SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

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 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 Customer's 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.

SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

[] *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.

SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

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.



SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

Dated this _____ day of _____, _____.

APPROVED:

Customer

Authorized Signature

Print Name

Title

Date

PACIFIC GAS AND ELECTRIC COMPANY

Authorized Signature

Print Name

Title

Date

Mailing Address: _____

Mailing Address: Pacific Gas and Electric Co

300 Lakeside Drive, Suite 210

Oakland, CA 94612



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

	Revised	Cal. P.U.C. Sheet No.	55839-E
Cancelling	Revised	Cal. P.U.C. Sheet No.	48687-E

Electric Sample Form No. 79-726
Electric Standby Service Log Sheet Schedule S or SB

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>March 30, 2023</u>
<i>Effective</i>	<u>April 1, 2023</u>
<i>Resolution</i>	<u></u>



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*

[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)].



Log Sheet

[illegible]

(Attach additional sheets, if necessary. Template for extra sheet is available upon request)



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Cancelling Revised
Revised

Cal. P.U.C. Sheet No. 55840-E
Cal. P.U.C. Sheet No. 48699-E

Electric Sample Form No. 79-957
Electric Distribution Service Line Lease Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted March 30, 2023
Effective April 1, 2023
Resolution _____



ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

BETWEEN

PACIFIC GAS AND ELECTRIC COMPANY[†] (“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 DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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.)

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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.

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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
300 Lakeside Drive
Oakland, CA 94612

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

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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 least 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.

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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.

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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.

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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.

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

- 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.

Landlord's agent and address:

Area Manager, _____ Division
Pacific Gas and Electric Company

Telephone: / -

Facsimile: / -

Tenant's agent and address:

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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,

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

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.

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ELECTRIC DISTRIBUTION SERVICE LINE LEASE AGREEMENT

- 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

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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:
Pacific Gas and Electric Company

Tenant:
_____ Irrigation District

By: _____
[name]
[title]

By: _____
[name]
[title]

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**ELECTRIC DISTRIBUTION SERVICE
LINE LEASE AGREEMENT**

Exhibit B

**PARTIES' DESIGNATED REPRESENTATIVES FOR
DISPUTE RESOLUTION PROCESS**

PG&E:

Tenant:

Landlord's Initials

Tenant's Initials



Electric Sample Form No. 79-973
Generating Facility Interconnection Agreement
For Non-Export Generating Facilities

Sheet 1

**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.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

- 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,



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

- (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



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

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



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

Facility that meets one or more of the following conditions:

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

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

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

6. INTERCONNECTION FACILITIES

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



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

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.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

- 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 to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

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 Grid Interconnection – Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

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



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

- 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.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

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

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

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

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:

_____ (Producer's Company Name)	PACIFIC GAS AND ELECTRIC COMPANY _____
_____ (Signature)	_____ (Signature)
_____ (Print Name)	_____ (Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

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



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

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.)



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

APPENDIX C (If Applicable) RULE 21 "SPECIAL FACILITIES" AGREEMENT (Formed between the Parties)



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

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.



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

	Revised	Cal. P.U.C. Sheet No.	55842-E
<i>Cancelling</i>	Revised	Cal. P.U.C. Sheet No.	50580-E**

Electric Sample Form No. 79-988

Sheet 1

Generating Facility Interconnection Agreement (Third Party Non-Exporting)

**Please Refer to Attached
Sample Form**

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>March 30, 2023</u>
<i>Effective</i>	<u>April 1, 2023</u>
<i>Resolution</i>	<u></u>



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:



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 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



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 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.



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 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.



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 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,



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

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.



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 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 to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

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 Grid Interconnection – Contract
Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

If to Producer: [Contact information to be supplied]



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 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.



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 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.



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

16. SIGNATURES

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

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



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
3rd PARTY NON-EXPORTING**

APPENDIX A

**DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM**

(Supplied by Producer)



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
3rd PARTY NON-EXPORTING**

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)



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

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.



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

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.



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
3rd PARTY NON-EXPORTING**

APPENDIX E

**CUSTOMER GENERATION AGREEMENT
(3RD PARTY GENERATOR ON PREMISES)
(NON-EXPORTING)**



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Advice	6900-E	Issued by	Submitted	March 30, 2023
Decision		Meredith Allen	Effective	April 1, 2023
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Decision

6900-E

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2023
April 1, 2023



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Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 30, 2023
April 1, 2023



Electric Tariff Book Title Page

Sheet 1

TARIFF SCHEDULES
APPLICABLE TO
ELECTRIC SERVICE
OF
PACIFIC GAS AND ELECTRIC COMPANY
300 LAKESIDE DRIVE
OAKLAND, CALIFORNIA

(T)
(T)

Operating in the Counties of:

Alameda	Marin	Santa Clara
Alpine	Mariposa	Santa Cruz
Amador	Mendocino	Shasta
Butte	Merced	Sierra
Calaveras	Monterey	Siskiyou
Colusa	Napa	Solano
Contra Costa	Nevada	Sonoma
El Dorado	Placer	Stanislaus
Fresno	Plumas	Sutter
Glenn	Sacramento	Tehama
Humboldt	San Benito	Trinity
Kern	San Francisco	Tulare
Kings	San Joaquin	Tuolumne
Lake	San Luis Obispo	Yolo
Lassen	San Mateo	Yuba
Madera	Santa Barbara	

These tariff schedules have been regularly filed with the Public Utilities Commission of the State of California and are the effective rates and rules of this Company.

Service will be furnished in accordance with these tariff schedules, and no officer, employee, or representative of the Company has any authority to waive, alter or amend these tariff schedules or any part thereof in any respect.

**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.
Braun Blaising Smith Wynne, P.C.
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
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
Downey Brand LLP
Dish Wireless L.L.C.

East Bay Community Energy Ellison
Schneider & Harris LLP
Engineers and Scientists of California

GenOn Energy, Inc.
Green Power Institute
Hanna & Morton
ICF

iCommLaw
International Power Technology
Intertie

Intestate Gas Services, Inc.

Johnston, Kevin
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
McClintock IP
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.

Resource Innovations

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
Stoel Rives LLP

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