

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



July 31, 2023

Advice Letter 4773-G/6976-E; 4773-G/6976-E-A

Sidney Bob Dietz II
Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street
San Francisco, California 94177
E-mail: PGETariffs@pge.com

SUBJECT: Clean-Up Gas and Electric Tariffs

Dear Mr. Dietz:

PG&E Advice Letter 4773-G/6976-E; 4773-G/6976-E-A is effective as of June 30, 2023.

Sincerely,

A handwritten signature in black ink that reads "Leuwam Tesfai".

Leuwam Tesfai
Deputy Executive Director for Energy and Climate Policy/
Director, Energy Division
California Public Utilities Commission

June 30, 2023

Advice 4773-G/6976-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Clean-Up Gas and Electric Tariffs

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

Purpose

The purpose of this advice letter is to make minor revisions to various gas and electric tariffs in PG&E's tariff book to consolidate language from approved advice letters, make cosmetic and formatting changes, make minor edits to improve readability and clarity, correct typographical errors, retire tariffs that were only created for a pilot program that ended, update PG&E's address, and update language that is consistent with current practices. The revisions are either non-substantial editorial changes to the text of a tariff or revisions in compliance with specific requirements of a statute or Commission order. The submittal will not increase any current rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

This advice letter to rectify the identified issues is being submitted pursuant to Industry Rule 5.1 of General Order 96-B, that states that PG&E may submit a Tier 1 advice letter in compliance with specific requirements of a statute, or Commission order where the wording of the change follows directly from the statute or Commission order, or to make non-substantive editorial changes to the text of a tariff.

Tariff Revisions

A matrix describing all tariff revisions is included as Appendix A. The affected tariff sheets are listed on the enclosed Attachment 1. In addition, where tariffs have been revised, the redlines of the current tariffs are provided as Attachment 2.

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than July 20, 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 5.1.1 and 5.1.2, this advice letter is submitted with a Tier 1 designation. PG&E requests that this Tier 1 advice submittal become effective upon date of submittal, which is June 30, 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

Appendix A – Clean-Up List of Tariff Modifications
Attachment 1 - Clean Tariffs
Attachment 2 - Redline Tariff Revisions



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 (U 39 M)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Stuart Rubio

Phone #: 279-789-6210

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: stuart.rubio@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) #: 4773-G/6976-E

Tier Designation: 1

Subject of AL: Clean-Up Gas and Electric Tariffs

Keywords (choose from CPUC listing): Compliance

AL Type: Monthly Quarterly Annual One-Time Other:

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

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

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

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: 6/30/23

No. of tariff sheets: 33

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: (415)973-2093
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

Clean-Up List of Modifications

#	Tariff	Location	Modification/Additional Information
1.	Gas Preliminary Statement A - Description of Service Area & General Requirements	Sheet 8	Replacing the outdated 1990 baseline territories map with the updated 2019 version.
2.	Electric Form 79-1069-03 - Generating Facility Interconnection Agreement (Multiple Tariff NBT-MT)	Sheet 12,13	The old San Francisco office address is being updated the new Oakland office address.
3.	Electric Form 79-1198-03 - Interconnection Agreement for Net Billing Tariff (NBT) and Renewable Electrical Generating Facility Sized Greater Than 1,000 kW	Sheet 7,8	The old San Francisco office address is being updated the new Oakland office address.
4.	Electric 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	Sheet 8	<ul style="list-style-type: none"> • Removing fax option and adding email contact in Section 8.7. • Correcting section reference in Section 9.1.
5.	Electric Form 79-1220-03 - Interconnection Agreement for Net Billing Tariff (NBT) of A Renewable Electrical Generating Facility	Sheet 7,8	<ul style="list-style-type: none"> • The old San Francisco office address is being updated the new Oakland office address. • Removing fax option and adding email contact. • Correcting section references in Sections 10.1 and 10.2.

#	Tariff	Location	Modification/Additional Information
	<i>of 1,000 kW or Less, Except NBT Solar or Wind facilities of 30 kW or Less</i>		
6.	Electric Form 79-285 - Special Agreement for Electrical Standby Service	Sheet 4	The old San Francisco office address is being updated the new Oakland office address.
7.	Electric and Gas Form Back of Bill		<p>On May 8, 2023, PG&E submitted Tier 2 Advice Letter 4749-G/6928-E to the Commission to make updates to the Gas and Electric forms Back of Bill and Past-due Notices. The Advice Letter was approved on June 12, 2023, with an effective date of June 7, 2023.</p> <p>On May 25, 2023, PG&E submitted Tier 1 Advice Letter 4758-G/6951-E to the Commission to make updates to Gas and Electric form Back of Bill. The Advice Letter was approved on June 27, 2023, with an effective date of May 5, 2023.</p> <p>Because Advice Letter 4749-G/6928-E was submitted before Advice Letter 4758-G/6951-E (with an effective date of June 7, 2023), the updates made in Advice Letter 4758-G/6951-E are not shown in Gas and Electric form Back of Bill. For this reason, PG&E is cleaning up Gas and Electric form Back of Bill to reflect the approved changes made in Advice Letter 4758-G/6951-E.</p>
8.	Electric Preliminary Statement A - Description of Service Area & General Requirements	Sheet 9	Replacing the outdated 1990 baseline territories map with the updated 2019 version.
9.	Electric Rate Schedule EV – Residential Time-of-Use Service for Plug-in Electric Vehicle Customers	Sheet 1	Clarifying (a) that the baseline quantities used to determine if customer usage exceeds 800% of annual baseline are from the table in Schedule E-1, which are based on a 4-month summer/8-month winter seasonal definition, (b) that customers removed from Schedule EV may, if they qualify, preemptively choose service on a schedule other than E-TOU-D rather than being defaulted to Schedule E-TOU-D, and (c) that such customers will not be prohibited from taking service on Schedule E-ELEC, a rate schedule for customers with an electric vehicle, battery storage, or electric heat pump for water heating or climate control.

#	Tariff	Location	Modification/Additional Information
10.	Electric Rate Schedule EV2 - Virtual Net Energy Metering Solar on Multifamily Affordable Housing (SOMAH) Properties	Sheet 1	Clarifying (a) that the baseline quantities used to determine if customer usage exceeds 800% of annual baseline are from the table in Schedule E-1, which are based on a 4-month summer/8-month winter seasonal definition, (b) that customers removed from Schedule EV2 may, if they qualify, preemptively choose service on a schedule other than E-TOU-D rather than being defaulted to Schedule E-TOU-D, and (c) that such customers will not be prohibited from taking service on Schedule E-ELEC, a rate schedule for customers with an electric vehicle, battery storage, or electric heat pump for water heating or climate control.
11.	Electric Rate Schedule NEM2VMSH - Virtual Net Energy Metering For Multifamily Affordable Housing (MASH/NSHP) With Solar Generator(s)	Sheet 19	<p>On September 19, 2022, PG&E submitted Tier 2 Advice 6682-E-A to make updates to NEM2VMSH. It was approved on March 14, 2023, with an effective date of February 28, 2023.</p> <p>On February 15, 2023, PG&E submitted Tier 2 Advice 6792-E-A to make updates to the same rate schedule. It was approved on May 5, 2023 with an effective date of March 17, 2023.</p> <p>Both advice letters made changes to sheet 19. This advice letter combines the revisions made on this sheet.</p>
12.	Electric Rate Schedule NEM2VSOM - Virtual Net Energy Metering Solar on Multifamily Affordable Housing (SOMAH) Properties	Sheet 18	<p>On September 19, 2022, PG&E submitted Tier 2 Advice 6682-E-A to make updates to the NEMVSOM. It was approved on March 14, 2023, with an effective date of February 28, 2023.</p> <p>On February 15, 2023, PG&E submitted Tier 2 Advice 6792-E-A to make updates to the same rate schedule. It was approved on May 5, 2023, with an effective date of March 17, 2023.</p> <p>Both advice letters made changes to sheet 18. This advice letter combines the revisions made on this sheet.</p>
13.	Electric Rate Schedule PEVSP - Plug-In Electric Vehicle Submetering Pilot - Phase 1	N/A	PEVSP is being retired as it was only available for customers who participated In the Plug-In Electric Vehicle Submetering Pilot, which ended on April 30, 2018. There are no customers on this rate.

#	Tariff	Location	Modification/Additional Information
14.	Electric Rate Schedule PEVSP 2 - Plug-In Electric Vehicle Submetering Pilot - Phase 2	N/A	PEVSP2 is being retired as it was only available for customers who participated in the Plug-In Electric Vehicle Submetering Pilot, which ended on April 30, 2018. There are no customers on this rate.
15.	Electric Rule 1 – Generating Facility Interconnections	Sheet 28	Correcting a error that inadvertently did not include the word “not” in Section D.1.
16.	Electric Rule 15 - Distribution Line Extensions	Sheet 8	<p>On September 17, 2021, PG&E submitted Tier 2 Advice Letter 4488-G/6330-E to the commission to reflect the updated Electric Residential Main Line Extension Allowances in Gas and Electric Rule 15.C.3. Advice Letter 4488-G/6330-E was approved by the Commission on February 4, 2022, with an effective date of January 1, 2022.</p> <p>On December 31, 2021, PG&E submitted Tier 1 Advice Letter 6449-E to the Commission to extend the interim policy on treating Plug-in Electric Vehicle (PEV) charging costs as common facility costs indefinitely, or until otherwise directed by the Commission. Advice Letter 6449-E removed the language “INTERIM” and “until December 31, 2021” from Electric Rule 15 C.6. Advice Letter 6449-E was approved by the Commission on February 2, 2022, with an effective date of December 31, 2021.</p> <p>Because Advice Letter 4488-G/6330-E was submitted before Advice Letter 6449-E (with an effective date January 1, 2022), the language removed in Advice Letter 6449-E is reappearing in Electric Rule 15 C.6. For this reason, PG&E is cleaning up Electric Rule 15 C.6. to reflect the approved changes made in Advice Letter 6449-E.</p>
17.	Electric Rule 21 – Generating Facility Interconnections	Sheet 50	Removing SDG&E and SCE form numbers that were inadvertently referenced within PG&E’s Rule 21.
		Sheet 98, 111	Correcting incorrect section references in Sections F.3.b.iv and F.3.c.vi.

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
38701-G	Gas Sample Form No. BackofBill Energy Statement -- Central Mailing--Back of Bill Sheet 1	38553-G
38702-G	GAS PRELIMINARY STATEMENT PART A DESCRIPTION OF SERVICE AREA & GENERAL REQUIREMENTS Sheet 8	14622-G
38703-G	GAS TABLE OF CONTENTS Sheet 1	38638-G
38704-G	GAS TABLE OF CONTENTS Sheet 4	38623-G
38705-G	GAS TABLE OF CONTENTS Sheet 13	38639-G



Gas Sample Form No. BackofBill
Energy Statement -- Central Mailing--Back of Bill

Sheet 1

**Please Refer to Attached
Sample Form**



ENERGY STATEMENT

www.pge.com/MyEnergy

RES DRAFT

Account No: 1023456789-0
Statement Date: mm/dd/yyyy
Due Date: mm/dd/yyyy

Important Phone Numbers - Monday-Friday 7 a.m.-7 p.m., Saturday 8 a.m.-5 p.m.

Customer Service (All Languages; Relay Calls Accepted) 1-800-743-5000 TTY 7-1-1

Servicio al Cliente en Español (Spanish) 1-800-660-6789
華語客戶服務 (Chinese) 1-800-893-9555

Dịch vụ khách tiếng Việt (Vietnamese) 1-800-298-8438
Business Customer Service 1-800-468-4743

Rules and rates

You may be eligible for a lower rate. To learn more about optional rates or view a complete list of rules and rates, visit www.pge.com or call 1-800-743-5000.

If you believe there is an error on your bill, please call **1-800-743-5000** to speak with a representative. If you are not satisfied with our response, contact the California Public Utilities Commission (CPUC), Consumer Affairs Branch (CAB), 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, 1-800-649-7570 or 7-1-1 (8:30 AM to 4:30 PM, Monday through Friday) or by visiting www.cpuc.ca.gov/complaints/.

To avoid having service turned off while you wait for the outcome of a complaint to the CPUC specifically regarding the accuracy of your bill, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

If you are not able to pay your bill, call PG&E to discuss how we can help. You may qualify for reduced rates under PG&E's CARE program or other special programs and agencies may be available to assist you. You may qualify for PG&E's Energy Savings Assistance Program which is an energy efficiency program for income-qualified residential customers.

Important definitions

Rotating outage blocks are subject to change without advance notice due to operational conditions.

Tier 1/Baseline allowance: Some residential rates are given a Tier 1/Baseline allowance - a CPUC approved percentage of average customer usage during summer and winter months. Your Tier 1/Baseline allowance provides for basic needs at an affordable price and encourages conservation. Your allowance is assigned based on the climate where you live, the season and your heat source. As you use more energy, you pay more for usage. Any usage over your baseline allowance will be charged at a higher price.

Wildfire Fund Charge: Charge on behalf of the State of California Department of Water Resources (DWR) to fund the California Wildfire Fund. For usage prior to October 1, 2020, this charge included costs related to the 2001 California energy crisis, also collected on behalf of the DWR. These charges belong to DWR, not PG&E.

Power Charge Indifference Adjustment (PCIA): The PCIA is a charge to ensure that both PG&E customers and those who have left PG&E service to purchase electricity from other providers pay for the above market costs for electric generation resources that were procured by PG&E on their behalf. 'Above market' refers to the difference between what the utility pays for electric generation and current market prices for the sale of those resources. Visit www.pge.com/cca.

Wildfire Hardening Charge: PG&E has been permitted to issue bonds that enable it to recover more quickly certain costs related to preventing and mitigating catastrophic wildfires, while reducing the total cost to its customers. Your bill for electric service includes a fixed recovery charge called the Wildfire Hardening Charge that has been approved by the CPUC to repay those bonds. The right to recover the Wildfire Hardening Charge has been transferred to a separate entity (called the Special Purpose Entity) that issued the bonds and does not belong to PG&E. PG&E is collecting the Wildfire Hardening Charge on behalf of the Special Purpose Entity. For details visit: www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_PRELIM_JF.pdf.

Recovery Bond Charge/Credit: Your bill for electric service includes a charge that has been approved by the CPUC to repay bonds issued for certain costs related to catastrophic wildfires. The Recovery Bond Charge (RBC) rate is currently \$[##] per kWh. PG&E has also contributed certain amounts to a trust fund which is used to provide a customer credit equal to \$[##] per kWh (Recovery Bond Credit). The right to recover the RBC has been transferred to one or more Special Purpose Entities that issued the bonds and does not belong to PG&E. PG&E is collecting that portion of the RBC on behalf of the Special Purpose Entities.

Gas Public Purpose Program (PPP) Surcharge. Used to fund state-mandated gas assistance programs for low-income customers, energy efficiency programs, and public-interest research and development.

Visit www.pge.com/billexplanation for more definitions. To view most recent bill inserts including legal or mandated notices, visit www.pge.com/billinserts.

See the table reflecting "Your Electric Charges Breakdown" on the last page

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Please do not mark in box. For system use only.

Update My Information (English Only)

Please allow 1-2 billing cycles for changes to take effect

Account Number: 1023456789-0

Change my mailing address to: _____

City _____ State _____ ZIP code _____
Primary Phone _____ Primary Email _____

Ways To Pay

- **Online via web or mobile at www.pge.com/waystopay**
- **By mail:** Send your payment along with this payment stub in the envelope provided.
- **By debit card, Visa, MasterCard, American Express, or Discover:** Call 877-704-8470 at any time. (Our independent service provider charges a fee per transaction.)
- **At a neighborhood payment center:** To find a neighborhood payment center near you, please visit www.pge.com or call 800-743-5000. Please bring a copy of your bill with you.



ENERGY STATEMENT

www.pge.com/MyEnergy

Non-Res DRAFT

Account No: 1023456789-0
Statement Date: mm/dd/yyyy
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To avoid having service turned off while you wait for the outcome of a complaint to the CPUC specifically regarding the accuracy of your bill, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

If you are not able to pay your bill, call PG&E to discuss how we can help. You may qualify for reduced rates under PG&E's CARE program or other special programs and agencies may be available to assist you. You may qualify for PG&E's Energy Savings Assistance Program which is an energy efficiency program for income-qualified residential customers.

Important definitions

Rotating outage blocks are subject to change without advance notice due to operational conditions.

Demand charge: Many non-residential rates include a demand charge. Demand is a measurement of the highest usage of electricity in any single fifteen (or sometimes five) minute period during a monthly billing cycle. Demand is measured in kilowatts (or kW). High demand is usually associated with equipment start-up. By spreading equipment start-ups over a longer period of time, you may be able to lower demand and reduce your demand charges.

Time-of-use electric prices are higher every day during afternoons and evenings, and lower at other times of the day. Prices also change by season, with higher prices in the summer and lower prices in the winter.

Wildfire Fund Charge: Charge on behalf of the State of California Department of Water Resources (DWR) to fund the California Wildfire Fund. For usage prior to October 1, 2020, this charge included costs related to the 2001 California energy crisis, also collected on behalf of the DWR. These charges belong to DWR, not PG&E.

Power Charge Indifference Adjustment (PCIA): The PCIA is a charge to ensure that both PG&E customers and those who have left PG&E service to purchase electricity from other providers pay for the above market costs for electric generation resources that were procured by PG&E on their behalf. 'Above market' refers to the difference between what the utility pays for electric generation and current market prices for the sale of those resources. Visit www.pge.com/cca.

Wildfire Hardening Charge: PG&E has been permitted to issue bonds that enable it to recover more quickly certain costs related to preventing and mitigating catastrophic wildfires, while reducing the total cost to its customers. Your bill for electric service includes a fixed recovery charge called the Wildfire Hardening Charge that has been approved by the CPUC to repay those bonds. The right to recover the Wildfire Hardening Charge has been transferred to a separate entity (called the Special Purpose Entity) that issued the bonds and does not belong to PG&E. PG&E is collecting the Wildfire Hardening Charge on behalf of the Special Purpose Entity. For details visit: www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_PRELIM_JF.pdf.

Recovery Bond Charge/Credit: Your bill for electric service includes a charge that has been approved by the CPUC to repay bonds issued for certain costs related to catastrophic wildfires. The Recovery Bond Charge (RBC) rate is currently \$[##] per kWh. PG&E has also contributed certain amounts to a trust fund which is used to provide a customer credit equal to \$[##] per kWh (Recovery Bond Credit). The right to recover the RBC has been transferred to one or more Special Purpose Entities that issued the bonds and does not belong to PG&E. PG&E is collecting that portion of the RBC on behalf of the Special Purpose Entities.

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- **At a neighborhood payment center:** To find a neighborhood payment center near you, please visit www.pge.com or call 800-743-5000. Please bring a copy of your bill with you.



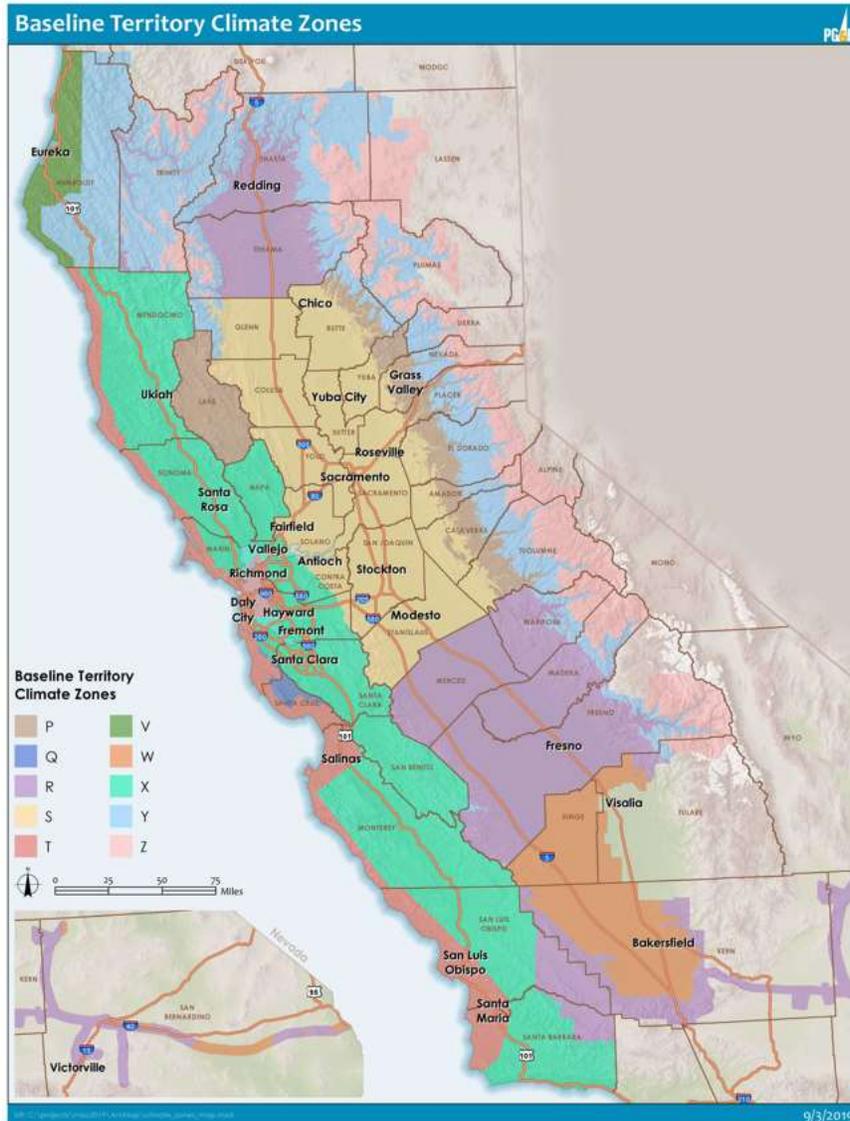
GAS PRELIMINARY STATEMENT PART A
DESCRIPTION OF SERVICE AREA & GENERAL REQUIREMENTS

Sheet 8

A. DESCRIPTION OF SERVICE AREA AND GENERAL REQUIREMENTS (Cont'd.)

1. TERRITORY SERVED BY PG&E (Cont'd.)

e. MAP OF BASELINE GEOGRAPHIC AREAS



The above map is for illustrative purposes only. It is not intended to provide an exact definition of territory boundaries. Territory boundaries are defined in Section C.

(Continued)

Advice 4773-G
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

June 30, 2023
June 30, 2023



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Rules, Maps, Contracts and Deviations.....	38356-G	
Sample Forms, Rules	38409,37445,36188,36189,37392, 38705 -G	(T)

(Continued)

Advice 4773-G
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

June 30, 2023
June 30, 2023



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Sheet 4

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Part Q	Affiliate Transfer Fees Account	23275-G
Part S	Interest	12773-G
Part T	Tax Reform Act of 1986.....	12775-G
Part U	Core Brokerage Fee Balancing Account	23276-G
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Sheet 13

FORM	TITLE OF SHEET	CAL P.U.C. SHEET NO.
Sample Forms Bills and Statements		
01-6630	Energy Statement - Central Mailing	37936-G
61-4019	Energy Statement - Summary Mailing.....	17783-G
61-4462	Energy Statement – Special Handle	17538-G
61-4657	Sundry Sales Invoice.....	17539-G
BackofBill	Energy Statement -- Back of Bill	38701-G
		(T)
Sample Forms Credit Forms and Notices		
62-0401	Notice Form.....	37681-G
62-4042	Surety Bond/Bill Guarantee.....	29988-G
Sample Forms Collection Notices		
79-1025	Third Party Notification Letter - Bill Insert.....	22985-G
79-1027	Third-Party Notification Letter of Unpaid Charges (15 Days Notice)	30031-G
79-1028	Third-Party Notification Letter of Unpaid Charges (48 Hours Notice).....	30032-G
79-800	Discontinuance of Service Notice.....	31935-G
79-858	ID Theft Affidavit.....	32522-G
Sample Forms Operations Notices		
62-3010	Hazard Notice - English.....	30328-G
62-3531	Service Report	34628-G

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
56294-E	Electric Sample Form No. 79-1069-03 Generating Facility Interconnection Agreement (Multiple Tariff NBT-MT) Sheet 1	55482-E
56295-E	Electric Sample Form No. 79-1198-03 Interconnection Agreement for Net Billing Tariff (NBT) and Renewable Electrical Generating Facility Sized Greater Than 1,000 kW Sheet 1	55501-E
56296-E	Electric Sample Form No. 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 Sheet 1	55837-E
56297-E	Electric Sample Form No. 79-1220-03 Interconnection Agreement for Net Billing Tariff (NBT) of A Renewable Electrical Generating Facility of 1,000 kW or Less, Except NBT Solar or Wind facilities of 30 kW or Less Sheet 1	55505-E
56298-E	Electric Sample Form No. 79-285 Special Agreement for Electrical Standby Service Sheet 1	51619-E
56299-E	Electric Sample Form BackofBill Energy Statement -- Back of Bill Sheet 1	55893-E
56300-E	ELECTRIC PRELIMINARY STATEMENT PART A DESCRIPTION OF SERVICE AREA & GENERAL REQUIREMENTS Sheet 9	12089-E
56301-E	ELECTRIC SCHEDULE EV RESIDENTIAL TIME-OF-USE SERVICE FOR PLUG-IN ELECTRIC VEHICLE CUSTOMERS Sheet 1	50611-E
56302-E	ELECTRIC SCHEDULE EV2 RESIDENTIAL TIME-OF-USE SERVICE FOR PLUG-IN ELECTRIC VEHICLE CUSTOMERS Sheet 1	53681-E*
56303-E	ELECTRIC SCHEDULE NEM2VMSH VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING (MASH/NSHP) WITH SOLAR GENERATOR(S) Sheet 19	55527-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
56304-E	ELECTRIC SCHEDULE NEM2VSOM VIRTUAL NET ENERGY METERING SOLAR ON MULTIFAMILY AFFORDABLE HOUSING (SOMAH) PROPERTIES Sheet 18	55531-E
56305-E	ELECTRIC RULE NO. 1 DEFINITIONS Sheet 28	53697-E
56306-E	ELECTRIC RULE NO. 15 DISTRIBUTION LINE EXTENSIONS Sheet 8	51555-E
56307-E	ELECTRIC RULE NO. 21 GENERATING FACILITY INTERCONNECTIONS Sheet 50	54148-E
56308-E	ELECTRIC RULE NO. 21 GENERATING FACILITY INTERCONNECTIONS Sheet 98	55192-E
56309-E	ELECTRIC RULE NO. 21 GENERATING FACILITY INTERCONNECTIONS Sheet 111	55200-E
56310-E	ELECTRIC TABLE OF CONTENTS Sheet 1	56144-E
56311-E	ELECTRIC TABLE OF CONTENTS Sheet 2	56087-E
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56313-E	ELECTRIC TABLE OF CONTENTS Sheet 11	56093-E
56314-E	ELECTRIC TABLE OF CONTENTS Sheet 18	56134-E
56315-E	ELECTRIC TABLE OF CONTENTS Sheet 19	56135-E
56316-E	ELECTRIC TABLE OF CONTENTS Sheet 20	55537-E
56317-E	ELECTRIC TABLE OF CONTENTS Sheet 25	55847-E
56318-E	ELECTRIC TABLE OF CONTENTS Sheet 28	56145-E
56319-E	ELECTRIC TABLE OF CONTENTS Sheet 29	56146-E
56320-E	ELECTRIC TABLE OF CONTENTS Sheet 30	55759-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
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Electric Sample Form No. 79-1069-03
Generating Facility Interconnection Agreement (Multiple Tariff NBT-MT)

Sheet 1

**Please Refer to Attached
Sample Form**

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

This *Generating Facility Interconnection Agreement (Multiple Tariff NBT-MT)* (Agreement) is entered into by and between _____ (Producer or Customer-Generator), 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 New Net Billing Tariff (NBT) “Eligible customer-generator” (as defined in PG&E’s Schedule NBT).

- 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. 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 PG&E’s Net Billing Tariff (NBT) 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 NBT-MT)

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

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

2.5.2 Non-Eligible Generator(s): _____ kW

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

2.6 The Net Nameplate Rating of the Generating Facility is:



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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 (NBT 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 (NBT eligible only) _____ amp hours _____ inverter kW

2.7.2 Non-Eligible Generator(s): _____ kW



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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

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

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

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

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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 – NBT Oversized Generating Facility Attestation (when applicable)

Appendix F -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 G -Schedule NBT 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 H -Operating Requirements for Energy Storage Device(s) (when applicable).

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

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

4. TERM AND TERMINATION

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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 NBT 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 79-1174-03), including all supporting documents and payments as described in the Application; (2) any required NBT supplemental application forms; (3) a signed and completed Generating Facility Interconnection Agreement (Multiple Tariff NBT-MT) (Form 79-1069-03); (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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

approval will not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Producer shall notify PG&E at least five (5) business days prior to the initial testing.

- 5.6 In no event shall the delivery of the maximum electric power to PG&E's Electric System exceed the amount or other limitations specified in Section 2 and Appendix A of this Agreement. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in this Agreement, PG&E may require Producer to disconnect its Generating Facility from PG&E's Electric System until Producer demonstrates to PG&E's reasonable satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to PG&E. Further, should PG&E determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting PG&E's ability to utilize its Electric System in any manner, even if Producer's deliveries of electric power to PG&E's Electric System are within the limitations specified in this Agreement, PG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to PG&E's Electric System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect of electric power flowing from the Generating Facility to PG&E's Electric System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and PG&E may initiate termination in accordance with the terms of Section 4.2(b).
- 5.7 Producer shall not deliver reactive power to PG&E's Electric System unless the Parties have agreed otherwise in writing.
- 5.8 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E's Electric System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.9 If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration (Cogeneration Requirements)), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements, per Appendix D of this Agreement.
- 5.10 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for a NBT Generating Facility, that all major solar system components (if any) shall comply with Electric Rule No. 21 Sections L.2-L.4 and Section L.7. for interconnecting to the electrical grid.
- 5.11 Producer certifies as a part of each interconnection request for a NBT Eligible Generating Facility that



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

(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 NBT Generation Facilities as provided in Electric Rule 21.

5.13 If Producer’s Generating Facility includes any energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E’s Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix I of this Agreement.

5.14 Smart Inverters

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

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

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

[https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists.](https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists))

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

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

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Producer has submitted the interconnection application prior to September 9, 2017,
- (c) the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9,



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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 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 Billing tariff.

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 NBT-MT)

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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

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

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

8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

8.3 If Producer's Generating Facility employs solely of Renewable Electrical Generation Facilities the requirements of Section 8.1 shall be waived. However, to the extent that Producer has currently in force Commercial General Liability or Personal (Homeowner's) Liability insurance, Producer



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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: EGContractMgmt@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:



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NBT-MT)**

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

If to Producer:
Customer-Generator Name: _____
Address: _____
City: _____
Phone: (_____) _____

- 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 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.

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

11. ASSIGNMENT

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

12. NON-WAIVER

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

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

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

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

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

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

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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



**GENERATING FACILITY
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(MULTIPLE TARIFF NBT-MT)**

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.

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



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NBT-MT)**

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 NBT-MT)
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 NBT-MT)**

Appendix C

APPENDIX C (If Applicable)

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

**GENERATING FACILITY
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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 NBT-MT)
Appendix E**

APPENDIX E (When applicable)

NBT OVERSIZED GENERATING FACILITY ATTESTATION

The total annual output of the Generating Facility should primarily be used to offset the customer's own annual electrical requirements (based on the customer's most recent 12 months of usage).

Customer is allowed to oversize their Generating Facility provided Customer executes this form attesting as follows:

- My Generation Facility is oversized to meet expected increased future electrical usage (i.e., increased usage resulting from an electric vehicle or other electrical appliances to support electrification);
- The Generating Facility's estimated annual production in kWh is no larger than: (a) 150 percent of my most recent 12 months of total usage; or (b) 150 percent of my estimated annual usage (for new construction and/or customers that do not yet have 12 months of usage only). **OR**, my electrical usage has recently increased, and the Generating Facility's estimated annual production is no larger than 150 percent of my current electrical usage projected over 12 months.
- I expect to increase my electrical usage to correspond with the size of my Generating Facility within the next year (12 months after receiving Permission to Operate (PTO)).
- I understand that PG&E reserves the right to further validate that my Generating Facility is sized in accordance with the Net Billing Tariff (NBT).

By signing below, I declare under penalty of perjury under the laws of the State of California that the information provided in this Attestation is true and correct.

_____ *Customer Generator's Name*

_____ *Signature*

_____ *Date*

_____ *Type/Print Name*

_____ *Title*

**GENERATING FACILITY
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(MULTIPLE TARIFF NBT-MT)
Appendix F**

APPENDIX F (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 Billing Tariff provisions of PG&E's Schedule NEM-BIO, Experimental Biogas Net Billing Tariff.

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

**GENERATING FACILITY
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(MULTIPLE TARIFF NBT-MT)
Appendix G**

Appendix G

**SCHEDULE NBT 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 NBT interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility).

Check Type of Renewable Electrical Generation Facility:

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

NBT 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 (MULTIPLE TARIFF NBT-MT)

Appendix G

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

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

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

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

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



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NBT-MT)
Appendix G**

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 Billing Tariff provisions of PG&E’s Schedule NBT Net Billing Tariff 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
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Appendix H**

APPENDIX H (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 NBT-MT)
Appendix H**

Calendar Days of the written request.

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



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NBT-MT)
Appendix I**

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

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

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

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

Specifically, I will be responsible for the following:

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

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)



Electric Sample Form No. 79-1198-03

Sheet 1

Interconnection Agreement for Net Billing Tariff (NBT) and Renewable Electrical Generating Facility
Sized Greater Than 1,000 kW

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

This *Interconnection Agreement for Net Billing Tariff (NBT) 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. The Generating Facility should be sized such that its total annual output in kWh is primarily used to offset the customer's own annual electrical requirements. The NBT customer is allowed to oversize their Generating Facility by executing the NBT Oversized Generating Facility Attestation in Appendix E of this document. 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: _____

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

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



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

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 _____. Customer-Generator accepts that there may be limitations on otherwise-applicable rate schedule under the NBT tariff which would require the customer to change their otherwise applicable rate schedule.
- 2.9 The Generating Facility’s expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.10 The Producer certifies that their inverter-based Generating Facilities will upon receiving permission to operate from PG&E fully comply with Section Hh of Rule 21 that is in effect at the time the application is received, including configuration of protective settings and default settings, in accordance with the specifications therein.

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

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

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

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

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

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

- 1. A completed Interconnection Application including all supporting documents and required 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 BILLING TARIFF (NBT) 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 Expected Date of Initial Operation
- Attachment D 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 E NBT Oversized Generating Facility Attestation (when applicable)
- Attachment F Addendum for Net Billing Tariff Multiple Tariff (when applicable)
- Attachment G Producer’s Warranty that the Generating Facility is a “Cogeneration Facility” Pursuant to Section 216.6 of the California Public Utilities Code (when applicable)
- Attachment H Producer’s Warranty that the Generating Facility is an Eligible Biogas Electrical Generating Facility Pursuant to Section 2827.9 of the California Public Utilities Code (when applicable)
- Attachment I Schedule NBT Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility
- 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)



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NBT, 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 2.8 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 NBT.

5. TERM AND TERMINATION

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

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

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

- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

- (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 Billing Tariff Generating Facilities* (Form 79-1174-03), including all supporting documents and payments as described in the Application; (2) a signed and completed *Interconnection Agreement for Net Billing Tariff (NBT) and Renewable Generating Facility Sized Greater than 1,000 kW* (Form 79-1198-03); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.
- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies as a part of its request for NBT, that all major solar system components comply with Sections L.2-L.4 and Section L.7 of PG&E Electric Rule 21 (Rule 21).
- 6.5 Customer-Generator certifies as a part of this interconnection request for NBT 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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6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21.

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 9.3, the following insurance shall apply:

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

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

The insurance shall, by endorsement:

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



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

- (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 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.
- 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

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 10.1 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 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.



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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: EGContractMgmt@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 11.1.

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.



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

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.



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

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
<i>(Customer Generator's Name)</i>	
_____	_____
<i>(Signature)</i>	<i>(Signature)</i>
_____	_____
<i>(Print Name)</i>	<i>(Print Name)</i>
_____	_____
<i>(Title)</i>	<i>(Title)</i>
_____	_____
<i>(Date)</i>	<i>(Date)</i>

INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) 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.



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

2.2. Network Upgrades

The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment B of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the 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.



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

2.2.1.2. If the Generating Facility fails to achieve commercial operation, but it

or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Section 2.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

2.3. Rights Under Other Agreements

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

Section 3. 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.



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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 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 BILLING TARIFF (NBT) 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, NBT and NEM program specific information relating to the Interconnection Customer's Generating Facility and any associated arrangements (i.e. NBT, , NBT-MT, will be set forth in this attachment.

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



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

ATTACHMENT C

Expected Date of Initial Operation

Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's Expected Date of Initial Operation

Expected Date of Initial Operation: _____

For the Interconnection Customer _____ Date _____



**INTERCONNECTION AGREEMENT FOR NET
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GREATER THAN 1,000 kW**

ATTACHMENT D

Rule 21 Special Facilities Agreement

(Formed by the Parties)



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

ATTACHMENT E

NBT Oversized Generating Facility Attestation (When applicable)

The total annual output of the Generating Facility should primarily be used to offset the customer's own annual electrical requirements (based on the customer's most recent 12 months of usage).

Customer is allowed to oversize their Generating Facility provided Customer executes this form attesting as follows:

- My Generation Facility is oversized to meet expected increased future electrical usage (i.e., increased usage resulting from an electric vehicle or other electrical appliances to support electrification);
- The Generating Facility's estimated annual production in kWh is no larger than: (a) 150 percent of my most recent 12 months of total usage; or (b) 150 percent of my estimated annual usage (for new construction and/or customers that do not yet have 12 months of usage only). **OR**, My electrical usage has recently increased and the Generating Facility's estimated annual production is no larger than 150 percent of my current electrical usage projected over 12 months.
- I expect to increase my electrical usage to correspond with the size of my Generating Facility within the next year (12 months after receiving Permission to Operate (PTO)).
- I understand that PG&E reserves the right to further validate that my Generating Facility is sized in accordance with the Net Billing Tariff (NBT).

By signing below, I declare under penalty of perjury under the laws of the State of California that the information provided in this Attestation is true and correct.

Customer Generator's Name

Signature

Date

Type/Print Name

Title

INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

ATTACHMENT F

Addendum for Net Billing Tariff 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 Billing Tariff (NBT) and Renewable Electrical Generating Facility Sized Greater Than 1,000 kW consistent with the multiple tariff treatment provided in PG&E Schedule NBT, Special Condition 4 (NBTMT). 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):

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

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

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

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

1.3.1. Eligible Generator(s):

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

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

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

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

INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

Biomass	NEM: _____ kW NEM2: _____ kW NBT: _____ kW	Digester gas	NEM: _____ kW NEM2: _____ kW NBT: _____ kW
Solar thermal	NEM: _____ kW NEM2: _____ kW NBT: _____ kW	Municipal solid waste	NEM: _____ kW NEM2: _____ kW NBT: _____ kW
Photovoltaic	NEM: _____ kW NEM2: _____ kW NBT: _____ kW	Landfill gas	NEM: _____ kW NEM2: _____ kW NBT: _____ kW
Wind	NEM: _____ kW NEM2: _____ kW NBT: _____ kW	Ocean wave	NEM: _____ kW NEM2: _____ kW NBT: _____ kW
Geothermal	NEM: _____ kW NEM2: _____ kW NBT: _____ kW	Ocean thermal	NEM: _____ kW NEM2: _____ kW NBT: _____ kW
Fuel cell	NEM: _____ kW NEM2: _____ kW NBT: _____ kW	Tidal current	NEM: _____ kW NEM2: _____ kW NBT: _____ kW
Small hydroelectric generation	NEM: _____ kW NEM2: _____ kW NBT: _____ kW	Storage/Batteries (NEM/NBT eligible only) _____ amp hours _____ inverter kW	NEM: _____ kW NEM2: _____ kW NBT: _____ 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
BILLING TARIFF (NBT) 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 11.1 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 11.1 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 BILLING TARIFF (NBT) 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 11.1 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 11.1 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 BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

ATTACHMENT I

Schedule NBT Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility.

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

Check Type of Renewable Electrical Generation Facility:

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

NBT 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”, 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 BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

Included in these eligibility requirements (check as applicable) pursuant to 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 NBT Net Billing Tariff Service for Eligible Customer-Generators.



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) 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 BILLING TARIFF (NBT) 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
BILLING TARIFF (NBT) 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:

Payment of all interconnection costs, including fees, studies, system upgrades, and any other pertinent interconnection costs.

Payment of the following nonbypassable charges on all departed load served by the fuel cell installed at my premises including but not limited to,

Public Purpose Program Charges;

Nuclear Decommissioning;

Department of Water Resources Bond Charges; and

Competition Transition Charge;

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.

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).

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.



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GREATER THAN 1,000 kW**

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)



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 6976-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted June 30, 2023
Effective June 30, 2023
Resolution _____



Pacific Gas and Electric Company®

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>).

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



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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 PG&E’s Agreement for Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527), if applicable (Formed by the Parties).*
- Appendix C Schedule NEM2 / NEM2V Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code (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.



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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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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.

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 a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

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 mail to the following:

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

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.



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LESS**

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: EGContractMgmt@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.

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



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APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)



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APPENDIX B (If Applicable)

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



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APPENDIX C

(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:

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

NEM2 / NEM2V Customer-Generator (Customer) declares that

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

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

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



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LESS**

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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LESS

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2) 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 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:

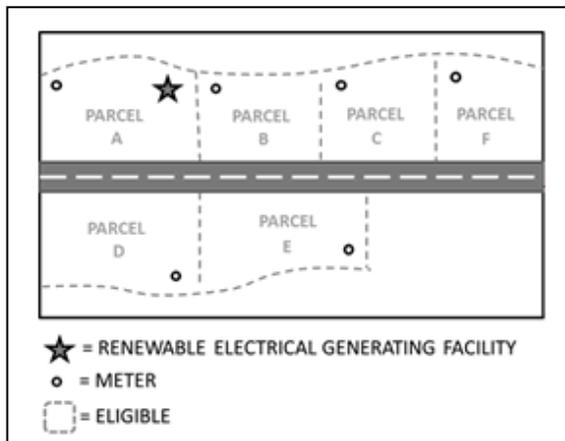
1) The total annual output in kWh of the generator is less than or equal to 100% of the annual aggregated electrical load in kWh of the meters within the arrangement, including the load on the generating account itself (before being offset by the generator), and including any estimated future additional 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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LESS

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.



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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.



Electric Sample Form No. 79-1220-03

Sheet 1

Interconnection Agreement for Net Billing Tariff (NBT) of A Renewable Electrical Generating Facility of
1,000 kW or Less, Except NBT Solar or Wind facilities of 30 kW or Less

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS, EXCEPT NBT SOLAR OR WIND FACILITIES OF 30 KW OR LESS

This INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS, EXCEPT NBT SOLAR OR WIND FACILITIES OF 30 KW OR LESS (Agreement) ¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NBT (if this is a NBT Solar or Wind Generating Facility less than 30 kW, please use form 79-1151-03) (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. The Generating Facility should be sized such that its total annual output in kwh is primarily used to offset the customer’s own annual electrical requirements. The NBT customer is allowed to oversize their Generating Facility by executing the NBT Oversized Generating Facility Attestation in Appendix D of this document. 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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FACILITIES OF 30 KW OR 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 _____. Customer-Generator accepts that there may be limitations on otherwise-applicable rate schedule under the NBT tariff which would require the customer to change their otherwise applicable rate schedule.

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,



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

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

- Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
- Appendix B A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work* (62-4527), if applicable (Formed by the Parties).
- Appendix C Schedule NBT Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility.
- Appendix D NBT Oversized Generating Facility Attestation (when applicable)
- Appendix E 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 NBT (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.

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.



Pacific Gas and
Electric Company®

INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS, EXCEPT NBT SOLAR OR WIND FACILITIES OF 30 KW OR LESS

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selected Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.8 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 NBT.

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 22 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 12 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.



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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 *Rule 21 Generator Interconnection Application* (Form 79-1174-03), including all supporting documents and payments as described in the Application; (2) a signed and completed *INTERCONNECTION AGREEMENT FOR A NET BILLING TARIFF (NBT) OF A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND*; and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.
- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies as a part of its request for NBT, that all major solar system components comply with Sections L.2-L.4 and Section L.7 of PG&E Electric Rule 21 (Rule 21).
- 6.5 Customer Generator certifies as a part of each interconnection request for NBT 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.

7. INTERCONNECTION FACILITIES

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



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

8. LIMITATION OF LIABILITY

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

9. INSURANCE

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

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

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

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

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

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

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;



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

The insurance shall, by endorsement:

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

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 10.1 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 12.1, the requirements of Section 10.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

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

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

Pacific Gas and Electric Company
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGContractMgmt@pge.com

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

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

10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.



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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

If to Customer-Generator:

Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX:(_____) _____

11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 12.1.

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

12. REVIEW OF RECORDS AND DATA

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

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

13. ASSIGNMENT

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



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14. NON-WAIVER

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

15. DISPUTES

15.1 Dispute Resolution

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

16. REVIEW OF RECORDS AND DATA

16.1 Applicable Tax Laws and Regulation

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

16.2 Maintenance of Tax Status

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

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

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

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

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

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



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18. 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 NBT.

19. AMENDMENT AND MODIFICATION

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

20. 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.

21. SIGNATURES

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

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



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APPENDIX A

Description of Generating Facility and Single-Line Diagram

(Provided by Customer-Generator)



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APPENDIX B (If Applicable)

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



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APPENDIX C

(Not Applicable to Solar and/or Wind)

**Schedule NBT Customer-Generator Warranty That it Meets the
Requirements for an Eligible Customer-Generator and Is an Eligible
Renewable Electrical Generation Facility**

(This Affidavit is required every time a new NBT interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility)

Check Type of Renewable Electrical Generation Facility:

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

NBT2 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”, 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 Resource Code Section 25741 paragraph 1(a):

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

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

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



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

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 12 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 12 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible 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 Billing Tariff provisions of PG&E's Schedule NBT, 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,



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Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



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APPENDIX D
(When Applicable)
NBT Oversized Generating Facility

The total annual output of the Generating Facility should primarily be used to offset the customer’s own annual electrical requirements (based on the customer’s most recent 12 months of usage).

Customer is allowed to oversize their Generating Facility provided Customer executes this form attesting as follows:

- My Generation Facility is oversized to meet expected increased future electrical usage (i.e., increased usage resulting from an electric vehicle or other electrical appliances to support electrification);
- The Generating Facility’s estimated annual production in kWh is no larger than: (a) 150 percent of my most recent 12 months of total usage; or (b) 150 percent of my estimated annual usage (for new construction and/or customers that do not yet have 12 months of usage only). **OR**, My electrical usage has recently increased and the Generating Facility’s estimated annual production is no larger than 150 percent of my current electrical usage projected over 12 months.
- I expect to increase my electrical usage to correspond with the size of my Generating Facility within the next year (12 months after receiving Permission to Operate (PTO)).
- I understand that PG&E reserves the right to further validate that my Generating Facility is sized in accordance with the Net Billing Tariff (NBT).

By signing below, I declare under penalty of perjury under the laws of the State of California that the information provided in this Attestation is true and correct.

Customer Generator’s Name

Signature

Date

Type/Print Name

Title



**INTERCONNECTION AGREEMENT FOR
NET BILLING TARIFF (NBT)
OF A RENEWABLE ELECTRIC GENERATING FACILITY
OF 1,000 KW OR LESS, EXCEPT NBT SOLAR OR WIND
FACILITIES OF 30 KW OR LESS**

APPENDIX E

**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.



Electric Sample Form No. 79-285
Special Agreement for Electrical Standby Service

Sheet 1

**Please Refer to Attached
Sample Form**



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, or _____ kW.

Note: The conventional Generators are typically rated in kVA, where inverter-based technologies (i.e. fuel cell or PV) are rated in kW.

All PG&E power deliveries will be made under Schedule S or Schedule SB -- *Standby Service*.

- [] **Option 2 – PG&E Standby When Service is from Another Utility** – Standby service for customers who regularly take electric service from another public utility but desire PG&E to reserve its generation, transmission or distribution capacity for their use:

Customer currently is supplied regular electric service from another utility's generation, transmission, or distribution system; Customer may be alternately served by PG&E by means of a double-throw switch. Both PG&E and the other utility have consented to this arrangement. Customer's maximum demand from electric equipment on his premises is _____ kW.

All PG&E power deliveries will be made under Schedule S or Schedule SB.

This option is closed to all new customers after January 19, 2001.

- [] **Option 3 – PG&E Standby for Non-Continuous/Irregular PG&E Supply** – Standby service for customers who require PG&E to reserve transmission or distribution capacity and stand ready at all times to deliver electricity on an irregular or non-continuous basis:

Customer has a) a premise which is normally, in part but not in whole, served by non-utility owned generation facilities with a total rated capacity of less than 100 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

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

SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

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, or _____ kW.

Note: The conventional Generators are typically rated in kVA, where inverter-based technologies (i.e. fuel cell or PV) are rated in kW.

Customer will be billed for all PG&E power deliveries on the otherwise applicable rate schedule; however, Special Conditions 1 through 6 and 8, 9, and 10 of Schedule S or Schedule SB will also apply to Customer's service.

- [] **Option 4 – PG&E Supplemental (Back-up and Maintenance) Standby Service** – Standby service for customers who do not meet the criteria described in Option 1 and 2 above, but elect to receive back-up and maintenance portion of their total standby requirements under the provisions of Special Condition 7 of Schedule S or Schedule SB:

At least 50 percent of Customer's maximum electric demand is served by a non-utility owned generator, and all necessary metering has been installed (by May 1, 1994, or the effective date of the contract) by PG&E to separately measure Customers net on-site generation and on-site load requirements. Customer would otherwise, except for such generation, qualify for service under Schedule E-19 (mandatory), E-20, B-19 or B-20.

Customer will be billed for the back-up and maintenance portion of the premises' total service requirements under the provisions of Special Condition 7 of Schedule S or Schedule SB, and for its ordinary supplemental power requirements (on-site load in excess of the capability of the customer's non-utility owned generation) under the provisions of the otherwise applicable rate schedule. All back-up and maintenance power deliveries by PG&E will be billed in accordance with Schedule S or Schedule SB. The total rated capacity of Customer's generation is _____ kVA.

- [] **Option 5 – PG&E Standby for Station Load Self-Supply** – Standby service for customers, whose supply requirements would otherwise be delivered through PG&E owned facilities (including Independent System Operator controlled transmission facilities), where the customers' Station Power requirements are regularly supplied through generating units in accord with the customer's CAISO-approved Station Power Portfolio (SPP), as described under the provisions of Special Condition 15 of Schedule S or Schedule SB .

- [] **Option 6 -- Low Variability Microgrid Standby Customer** -- A Low Variability Microgrid Standby Customer is a customer who operates a microgrid interconnected under Rule 21 and under a retail tariff where the microgrid's generation and storage resources, including resources that use natural gas as a fuel, meet the Schedule S Special Condition 16 or Schedule SB Special Condition 15 performance standards. The total rated capacity of Customer's generation facilities and/or energy storage facilities is _____ kW. Customer's Capacity Reservation Amount is _____ kW.

SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

Terms and Conditions

1. Customer has requested PG&E to stand ready at all times to deliver or supply and deliver electric energy to Customer's premises on an as-needed basis. Such standby service shall be provided to Customer in accordance with and subject to PG&E's applicable rates and rules as established from time to time by, and on file with, the California Public Utilities Commission (Commission).
2. PG&E shall be granted, without cost to it, all necessary rights-of-way and easements, satisfactory to PG&E, in both location and form of document, to establish such service.
3. All necessary service facilities to accommodate Customer's load shall be furnished by PG&E and Customer as specified in electric line extension and service rules or the otherwise appropriate extension agreements. Any necessary extensions and reinforcements of PG&E's distribution and transmission facilities that are furnished by PG&E at Customer's expense in accordance with either a separate line extension or special facilities agreement, in accordance with the applicable tariffs.
4. All facilities furnished by PG&E to provide electric service at all times shall be and remain the property of PG&E notwithstanding that they may be affixed to Customer's property. PG&E may remove such facilities upon termination of the Agreement.
5. During the term of this Agreement, Customer grants to PG&E the right to operate, maintain, replace, and repair PG&E's facilities on Customer's premises necessary to provide standby service hereunder and all rights necessary for access to and from such facilities at all reasonable times.
6. All standby electric service provided shall be _____ phase, 60 hertz, alternating current at an electromotive force of approximately _____ volts. Allowable variations in this frequency and voltage are specified in PG&E's electric Rule 2. The delivery point for PG&E's standby service shall be considered the point where conductors owned, or under license by Customer, contact PG&E's conductors, or as otherwise designated by applicable rules.
7. The initial reserved capacity for standby service shall be _____ kW (Reservation Capacity) and shall be billed monthly at the rate described in the "Rates" section of Schedule S or Schedule SB.

If the Customer is already receiving standby service from PG&E under a preceding contract, that contracted or reserved capacity, or the amount of capacity to which that contract has been subsequently ratcheted, shall automatically become the Customer's Reservation Capacity, until the ratchet period ends unless the Reservation Capacity has been increased in accordance with the preceding paragraph.

8. Customer elects to receive any backup and maintenance service that is to be billed under the provisions of Schedule S or Schedule SB under the following terms: _____ Firm Service Only.
9. If Customer has a generator and wishes to operate that generator in parallel with PG&E's system, Customer must also execute either a power purchase agreement, or parallel operation agreement, or applicable interconnection agreement with PG&E. Interconnection and operation of all non-utility owned generation paralleling with PG&E's system will be treated in accordance with electric Rule 21. Customers may need to meet those requirements as imposed by other governing entities having jurisdiction including the Independent System Operator and the Western Systems Coordinating Council.



SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

- 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.
- 14. This Agreement shall be effective upon the date that PG&E and the customer have executed this agreement.

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



Electric Sample Form BackofBill
Energy Statement -- Back of Bill

Sheet 1

**Please Refer to Attached
Sample Form**



ENERGY STATEMENT

www.pge.com/MyEnergy

RES DRAFT

Account No: 1023456789-0
Statement Date: mm/dd/yyyy
Due Date: mm/dd/yyyy

Important Phone Numbers - Monday-Friday 7 a.m.-7 p.m., Saturday 8 a.m.-5 p.m.

Customer Service (All Languages; Relay Calls Accepted) 1-800-743-5000 TTY 7-1-1

Servicio al Cliente en Español (Spanish) 1-800-660-6789
華語客戶服務 (Chinese) 1-800-893-9555

Dịch vụ khách tiếng Việt (Vietnamese) 1-800-298-8438
Business Customer Service 1-800-468-4743

Rules and rates

You may be eligible for a lower rate. To learn more about optional rates or view a complete list of rules and rates, visit www.pge.com or call 1-800-743-5000.

If you believe there is an error on your bill, please call **1-800-743-5000** to speak with a representative. If you are not satisfied with our response, contact the California Public Utilities Commission (CPUC), Consumer Affairs Branch (CAB), 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, 1-800-649-7570 or 7-1-1 (8:30 AM to 4:30 PM, Monday through Friday) or by visiting www.cpuc.ca.gov/complaints/.

To avoid having service turned off while you wait for the outcome of a complaint to the CPUC specifically regarding the accuracy of your bill, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

If you are not able to pay your bill, call PG&E to discuss how we can help. You may qualify for reduced rates under PG&E's CARE program or other special programs and agencies may be available to assist you. You may qualify for PG&E's Energy Savings Assistance Program which is an energy efficiency program for income-qualified residential customers.

Important definitions

Rotating outage blocks are subject to change without advance notice due to operational conditions.

Tier 1/Baseline allowance: Some residential rates are given a Tier 1/Baseline allowance - a CPUC approved percentage of average customer usage during summer and winter months. Your Tier 1/Baseline allowance provides for basic needs at an affordable price and encourages conservation. Your allowance is assigned based on the climate where you live, the season and your heat source. As you use more energy, you pay more for usage. Any usage over your baseline allowance will be charged at a higher price.

Wildfire Fund Charge: Charge on behalf of the State of California Department of Water Resources (DWR) to fund the California Wildfire Fund. For usage prior to October 1, 2020, this charge included costs related to the 2001 California energy crisis, also collected on behalf of the DWR. These charges belong to DWR, not PG&E.

Power Charge Indifference Adjustment (PCIA): The PCIA is a charge to ensure that both PG&E customers and those who have left PG&E service to purchase electricity from other providers pay for the above market costs for electric generation resources that were procured by PG&E on their behalf. 'Above market' refers to the difference between what the utility pays for electric generation and current market prices for the sale of those resources. Visit www.pge.com/cca.

Wildfire Hardening Charge: PG&E has been permitted to issue bonds that enable it to recover more quickly certain costs related to preventing and mitigating catastrophic wildfires, while reducing the total cost to its customers. Your bill for electric service includes a fixed recovery charge called the Wildfire Hardening Charge that has been approved by the CPUC to repay those bonds. The right to recover the Wildfire Hardening Charge has been transferred to a separate entity (called the Special Purpose Entity) that issued the bonds and does not belong to PG&E. PG&E is collecting the Wildfire Hardening Charge on behalf of the Special Purpose Entity. For details visit: www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_PRELIM_JF.pdf.

Recovery Bond Charge/Credit: Your bill for electric service includes a charge that has been approved by the CPUC to repay bonds issued for certain costs related to catastrophic wildfires. The Recovery Bond Charge (RBC) rate is currently \$[##] per kWh. PG&E has also contributed certain amounts to a trust fund which is used to provide a customer credit equal to \$[##] per kWh (Recovery Bond Credit). The right to recover the RBC has been transferred to one or more Special Purpose Entities that issued the bonds and does not belong to PG&E. PG&E is collecting that portion of the RBC on behalf of the Special Purpose Entities.

Gas Public Purpose Program (PPP) Surcharge. Used to fund state-mandated gas assistance programs for low-income customers, energy efficiency programs, and public-interest research and development.

Visit www.pge.com/billexplanation for more definitions. To view most recent bill inserts including legal or mandated notices, visit www.pge.com/billinserts.

See the table reflecting "Your Electric Charges Breakdown" on the last page

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Please do not mark in box. For system use only.

Update My Information (English Only)

Please allow 1-2 billing cycles for changes to take effect

Account Number: 1023456789-0

Change my mailing address to: _____

City _____ State _____ ZIP code _____
Primary Phone _____ Primary Email _____

Ways To Pay

- **Online via web or mobile at www.pge.com/waystopay**
- **By mail:** Send your payment along with this payment stub in the envelope provided.
- **By debit card, Visa, MasterCard, American Express, or Discover:** Call 877-704-8470 at any time. (Our independent service provider charges a fee per transaction.)
- **At a neighborhood payment center:** To find a neighborhood payment center near you, please visit www.pge.com or call 800-743-5000. Please bring a copy of your bill with you.



ENERGY STATEMENT

www.pge.com/MyEnergy

Non-Res DRAFT

Account No: 1023456789-0
Statement Date: mm/dd/yyyy
Due Date: mm/dd/yyyy

Important Phone Numbers - Monday-Friday 7 a.m.-7 p.m., Saturday 8 a.m.-5 p.m.

**Customer Service (All Languages; Relay Calls Accepted) 1-800-743-5000
TTY 7-1-1**

Servicio al Cliente en Español (Spanish) 1-800-660-6789
華語客戶服務 (Chinese) 1-800-893-9555

Dịch vụ khách tiếng Việt (Vietnamese) 1-800-298-8438
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Rules and rates

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If you believe there is an error on your bill, please call **1-800-743-5000** to speak with a representative. If you are not satisfied with our response, contact the California Public Utilities Commission (CPUC), Consumer Affairs Branch (CAB), 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, 1-800-649-7570 or 7-1-1 (8:30 AM to 4:30 PM, Monday through Friday) or by visiting www.cpuc.ca.gov/complaints/.

To avoid having service turned off while you wait for the outcome of a complaint to the CPUC specifically regarding the accuracy of your bill, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

If you are not able to pay your bill, call PG&E to discuss how we can help. You may qualify for reduced rates under PG&E's CARE program or other special programs and agencies may be available to assist you. You may qualify for PG&E's Energy Savings Assistance Program which is an energy efficiency program for income-qualified residential customers.

Important definitions

Rotating outage blocks are subject to change without advance notice due to operational conditions.

Demand charge: Many non-residential rates include a demand charge. Demand is a measurement of the highest usage of electricity in any single fifteen (or sometimes five) minute period during a monthly billing cycle. Demand is measured in kilowatts (or kW). High demand is usually associated with equipment start-up. By spreading equipment start-ups over a longer period of time, you may be able to lower demand and reduce your demand charges.

Time-of-use electric prices are higher every day during afternoons and evenings, and lower at other times of the day. Prices also change by season, with higher prices in the summer and lower prices in the winter.

Wildfire Fund Charge: Charge on behalf of the State of California Department of Water Resources (DWR) to fund the California Wildfire Fund. For usage prior to October 1, 2020, this charge included costs related to the 2001 California energy crisis, also collected on behalf of the DWR. These charges belong to DWR, not PG&E.

Power Charge Indifference Adjustment (PCIA): The PCIA is a charge to ensure that both PG&E customers and those who have left PG&E service to purchase electricity from other providers pay for the above market costs for electric generation resources that were procured by PG&E on their behalf. 'Above market' refers to the difference between what the utility pays for electric generation and current market prices for the sale of those resources. Visit www.pge.com/cca.

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Recovery Bond Charge/Credit: Your bill for electric service includes a charge that has been approved by the CPUC to repay bonds issued for certain costs related to catastrophic wildfires. The Recovery Bond Charge (RBC) rate is currently \$[##] per kWh. PG&E has also contributed certain amounts to a trust fund which is used to provide a customer credit equal to \$[##] per kWh (Recovery Bond Credit). The right to recover the RBC has been transferred to one or more Special Purpose Entities that issued the bonds and does not belong to PG&E. PG&E is collecting that portion of the RBC on behalf of the Special Purpose Entities.

Gas Public Purpose Program (PPP) Surcharge. Used to fund state-mandated gas assistance programs for low-income customers, energy efficiency programs, and public-interest research and development.

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Please do not mark in box. For system use only.

Update My Information (English Only)

Please allow 1-2 billing cycles for changes to take effect

Account Number: 1023456789-0

Change my mailing address to: _____

City _____ State _____ ZIP code _____

Primary Phone _____ Primary Email _____

Ways To Pay

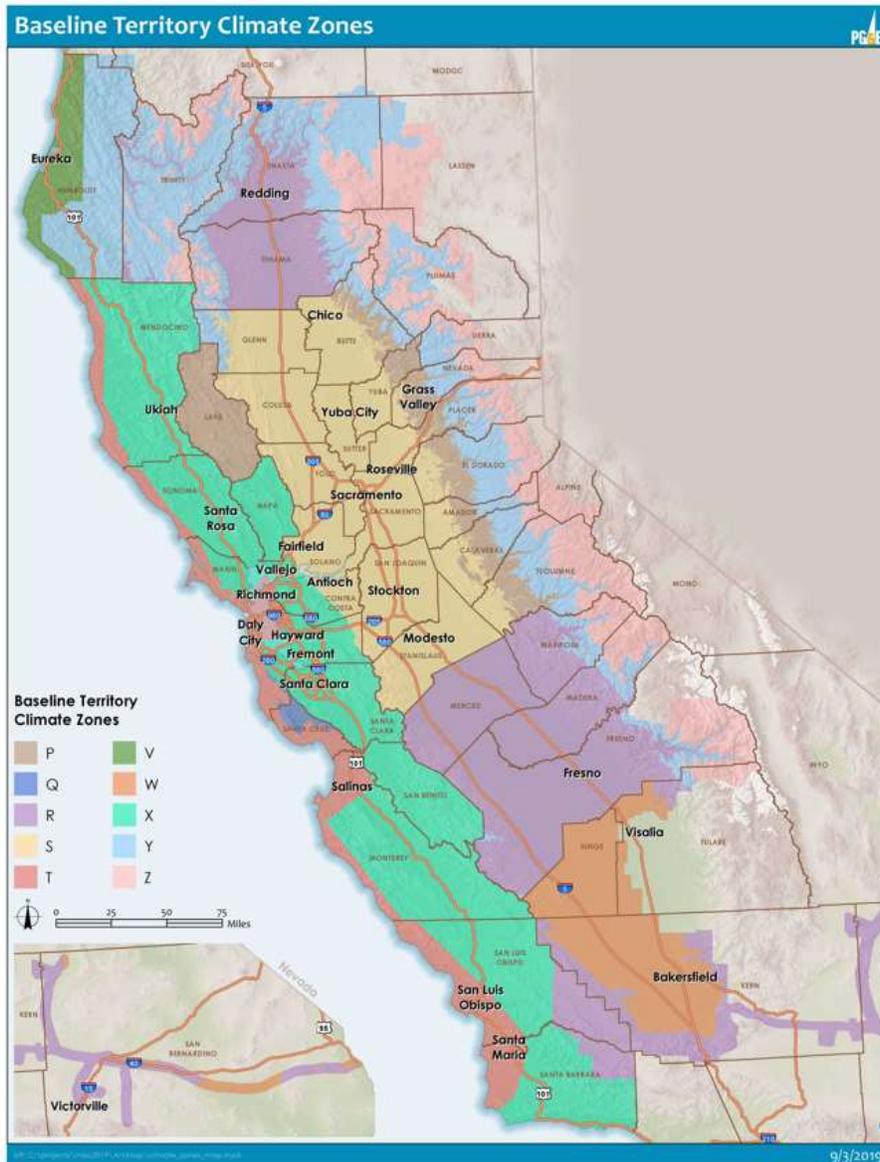
- **Online via web or mobile at www.pge.com/waystopay**
- **By mail:** Send your payment along with this payment stub in the envelope provided.
- **By debit card, Visa, MasterCard, American Express, or Discover:** Call 877-704-8470 at any time. (Our independent service provider charges a fee per transaction.)
- **At a neighborhood payment center:** To find a neighborhood payment center near you, please visit www.pge.com or call 800-743-5000. Please bring a copy of your bill with you.



ELECTRIC PRELIMINARY STATEMENT PART A
DESCRIPTION OF SERVICE AREA & GENERAL REQUIREMENTS

Sheet 9

- A. DESCRIPTION OF SERVICE AREA AND GENERAL REQUIREMENTS (Cont'd.)
 - 1. TERRITORY SERVED BY PG&E (Cont'd.)
 - d. MAP OF BASELINE GEOGRAPHIC AREAS



The above map is for illustrative purposes only. It is not intended to provide an exact definition of territory boundaries. Territory boundaries are defined in Section C.

(Continued)

Advice Decision 6976-E

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted Effective Resolution

June 30, 2023
June 30, 2023



**ELECTRIC SCHEDULE EV
RESIDENTIAL TIME-OF-USE
SERVICE FOR PLUG-IN ELECTRIC VEHICLE CUSTOMERS**

Sheet 1

APPLICABILITY: This optional experimental schedule applies to electric service to customers for whom Schedule E-1 applies and who have a currently registered Motor Vehicle, as defined by the California Motor Vehicle Code, which is a battery electric vehicle (BEV) or plug-in hybrid electric vehicle (PHEV) recharged via a recharging outlet at the customer's premises. This schedule is not available to customers with a conventional, charge sustaining (battery recharged solely from the vehicle's on-board generator) hybrid electric vehicle (HEV). Low speed electric vehicles and electrically powered motorcycles or bicycles, as defined by the California Motor Vehicle Code, are not eligible for this rate option. Service under this schedule is provided at the sole option of PG&E and based upon the availability of metering equipment and customer infrastructure improvements necessary for charging. Rate A of Schedule EV is closed to new enrollment.

Customers taking service on Rate A or Rate B of this rate schedule cannot exceed 800% of their annual baseline allowance, measured as the total usage for the customer over the last 12 months divided by the total annual baseline allowance using the approved baseline allowances for those months.¹ Customers at premises with total usage in excess of 800 percent of baseline over 12 consecutive months will be removed from Schedule EV and will be prohibited from taking service on any electric vehicle rate schedule for 12 months.² Such customers will be defaulted to Schedule E-TOU-D as a result of exceeding the 800 percent of baseline 12-month threshold but can preemptively choose service on any other electric rate schedule for which they qualify. (T) | (T) | (T)

Pursuant to D.17-01-006, as revised by D. 17-02-017 and D. 17-10-018, for legacy service, certain solar customers will be allowed to continue service on Rate A of this schedule. Specifically, solar customers that interconnected by December 16, 2016, and elected service under Schedule EV prior to July 31, 2017, are allowed to retain service under this schedule for five years after issuance of the permission to operate, but no later than July 31, 2022. In addition, pursuant to D. 16-01-044, net energy metering customers that interconnected after December 15, 2016 and elected service on Rate Option A of this rate schedule may also continue service on this rate schedule for a period of 5 years from the date the customer commenced service on the NEM 2.0 rate, but no later than November 30, 2025. Existing EV-A customers seeking to commence service on NEM2.0 rate and continue service on EV-A for up to 5 years must submit an interconnection application by November 30, 2019

The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule EV charges. See Special Condition 6 of this rate schedule for exemptions to standby charges.

Depending on the manner in which customers will fuel their vehicle, one of the following rates will apply:

Rate A: Applies to all applicable customers unless they qualify for and choose Rate B.

Rate B: Applies to all applicable customers with a separately metered BEV or PHEV recharging outlet.

TERRITORY: This rate schedule applies everywhere PG&E provides electric service.

¹ The baseline quantities are provided in Electric Schedule E-1 and are based on a 4-month summer/6-month winter seasonal definition. (N) |

² Customers will not be prohibited from taking service on Schedule E-ELEC during the 12-month period. (N)

(Continued)



**ELECTRIC SCHEDULE EV2
RESIDENTIAL TIME-OF-USE**

Sheet 1

SERVICE FOR PLUG-IN ELECTRIC VEHICLE CUSTOMERS

APPLICABILITY: Except as noted below, this optional schedule applies to electric service to customers for whom Schedule E-1 applies and who have a currently registered Motor Vehicle, as defined by the California Motor Vehicle Code, which is a battery electric vehicle (BEV) or plug-in hybrid electric vehicle (PHEV) recharged via a recharging outlet at the customer's premises. This schedule is not available to customers with a conventional, charge sustaining (battery recharged solely from the vehicle's on-board generator) hybrid electric vehicle (HEV). Low speed electric vehicles and electrically powered motorcycles or bicycles, as defined by the California Motor Vehicle Code, are not eligible for this rate option. In addition, this schedule is available on a pilot basis to customers that have installed battery storage as described in Special Condition 8. It is also available to customers with electric heat pumps, as described in Special Condition 9. Service under this schedule is provided at the sole option of PG&E and based upon the availability of metering equipment and customer infrastructure improvements necessary for charging.

Customers taking service on this rate schedule cannot exceed 800% of their annual baseline allowance, measured as the total usage for the customer over the last 12 months divided by the total annual baseline allowance using the approved baseline allowances for those months.¹ Customers at premises with total usage in excess of 800 percent of baseline over 12 consecutive months removed from Schedule EV2 and will be prohibited from taking service on any electric vehicle rate schedule for 12 months.² Such customers will be defaulted to Schedule E-TOU-D as a result of exceeding the 800 percent of baseline 12-month threshold but can preemptively choose service on any other electric rate schedule for which they qualify.

(T)
|
|
|
|
(T)

The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule EV charges. See Special Condition 6 of this rate schedule for exemptions to standby charges.

This rate schedule applies to whole house service where the residential usage and the electric vehicle charging usage is metered together (that is, the electric vehicle charging usage is not metered separately.) Bills issued under Schedule EV2 will be identified as EV2A.

TERRITORY: This rate schedule applies everywhere PG&E provides electric service.

RATES: Total bundled service charges are calculated using the total rates below. Customers on this schedule are subject to the delivery minimum bill amount shown below applied to the delivery portion of the bill (i.e. to all rate components other than the generation rate). In addition, total bundled charges will include applicable generation charges per kWh for all kWh usage.

Direct Access (DA) and Community Choice Aggregation (CCA) charges shall be calculated in accordance with the paragraph in this rate schedule titled Billing.

¹ The baseline quantities are provided in Electric Schedule E-1 and are based on a 4-month summer/6-month winter seasonal definition.

² Customers will not be prohibited from taking service on Schedule E-ELEC during the 12-month period.

(N)
|
(N)

(Continued)



ELECTRIC SCHEDULE NEM2VMSH
VIRTUAL NET ENERGY METERING FOR MULTIFAMILY
AFFORDABLE HOUSING (MASH/NSHP) WITH SOLAR GENERATOR(S)

Sheet 19

SPECIAL
CONDITIONS:
(Cont'd.)

5. NEM2VMSH Storage

a. Definition of NEM2VMSH Storage

NEM2VMSH Storage is defined as an arrangement where a NEM2VMSH REGF including a storage device is located behind the same meter on the generating account under a configuration that prevents the storage device from charging from another source other than the co-located NEM2VMSH REGF generator (i.e. the storage cannot be charged from grid power). This can be accomplished with a physical, non-import relay—or a functionally equivalent non-import configuration as outlined in the PG&E Distribution Generation Interconnection Handbook—to prevent grid power from flowing toward the battery.

b. Isolated Operation

The REGF and storage device can be operated in isolation to serve loads that are otherwise part of the NEM2VMSH arrangement (i.e., loads associated with any meter that is part of the arrangement during normal, parallel operation.) only during grid outages and for testing purposes. Any device supporting isolated operation must be interconnected according to Rule 21 and all PG&E and other applicable standards. All loads to be powered by the REGF and battery storage in isolation mode must be located under the same PG&E delivery point. The isolated operation must be configured such that no load or generation registers on Generating or Benefiting Account meters when operating in isolation

c. Interconnection Cost

Customers interconnecting storage shall be responsible for all applicable charges in Electric Rule 21*.

(T)

d. Storage Size Dependent Requirements

Requirements may differ depending on the size of the NEM2VMSH Storage. The storage device size is determined by the inverter alternating current nameplate rating.

6. Natural or Man-Made Disasters

NEM2VMSH Transition Eligible Customers impacted by a Natural or Man-Made disaster⁶ may request to resume service on this tariff from (i) the date of the issuance of their original pre-natural-or-man-made disaster “permission to operate” (PTO) letter until (ii) the date of the customer’s first Energy True Up in the twenty first (21st) year.

* See Rule 21 Section B.1 Applicability regarding NEM-2 projects greater than 1 MW interconnecting on Transmission.

(T)
(T)

⁶ Natural or man-made disasters includes such events as a fire, earthquake, flood, or severe storms.

(Continued)



ELECTRIC SCHEDULE NEM2VSOM
VIRTUAL NET ENERGY METERING SOLAR ON MULTIFAMILY
AFFORDABLE HOUSING (SOMAH) PROPERTIES

Sheet 18

SPECIAL
CONDITIONS:
(Cont'd.)

5. NEM2VSOM STORAGE:

a. Definition of NEM2VSOM Storage

NEM2VSOM Storage is defined as an arrangement where a NEM2VSOM REGF including a storage device is located behind the same meter on the generating account under a configuration that prevents the storage device from charging from another source other than the co-located NEM2VSOM REGF generator (i.e. the storage cannot be charged from grid power). This can be accomplished with a physical, non-import relay—or a functionally equivalent non-import configuration as outlined in the PG&E Distribution Generation Interconnection Handbook—to prevent grid power from flowing toward the battery.

(T)

b. Isolated Operation

The ESGF and storage device can be operated in isolation to serve loads that are otherwise part of the NEM2VSOM arrangement (i.e., loads associated with any meter that is part of the arrangement during normal, parallel operation.) only during grid outages and for testing purposes. Any device supporting isolated operation must be interconnected according to Rule 21 and all PG&E and other applicable standards. All loads to be powered by the ESGF and battery storage in isolation mode must be located under the same PG&E delivery point. The isolated operation must be configured such that no load or generation registers on Generating or Benefiting Account meters when operating in isolation.

c. Interconnection Cost

Customers interconnecting storage shall be responsible for all applicable charges in Electric Rule 21*.

(T)

d. Storage Size Dependent Requirements

Requirements may differ depending on the size of the NEM2VSOM Storage. The storage device size is determined by the inverter alternating current nameplate rating.

* See Rule 21 Section B.1 Applicability regarding NEM-2 projects greater than 1 MW interconnecting on Transmission

(T)
(T)



ELECTRIC RULE NO. 1
DEFINITIONS

Sheet 28

QUALIFICATION FOR AGRICULTURAL RATES: (Cont'd.)

D. GUIDELINES FOR APPLYING THE APPLICABILITY CRITERIA (Cont'd.)

1. PRODUCTION FOR SALE

All agricultural products or a subsequent product derived therefrom must be produced for sale to qualify under this criteria. If an activity is primarily for the provision of an agricultural service, and not the production of an agricultural product for sale, it is not an agricultural end-use. Examples of activities that are not agricultural services include animal boarding and training, agricultural research, brokering or resale of agricultural products, farming at correctional facilities, experimental or educational farming, and fish hatcheries for wild release. Other activities which do not involve the production of an agricultural product for sale include cemetery, golf course, and park landscaping, wildlife habitat flooding, and zoo activities.

(T)

2. PACKING AND PACKAGING

Qualifying packing and packaging are defined herein as otherwise qualifying activities performed by the first entity or individual to pack or package the agricultural product, following the first sale and before any subsequent sale, transfer of control of, or title to the agricultural product.

3. QUALIFYING ACTIVITIES PERFORMED BY NONPROFIT COOPERATIVES

This applicability criteria treats all otherwise qualifying activities performed by cooperatives as though they were performed before the first sale, transfer of control of, or title to the agricultural product. Cooperatives may engage in any qualifying activity that would be permitted by the producer of the agricultural product. In order to be a qualifying cooperative, the association must be a nonprofit cooperative association organized and functioning under, and in compliance with, the California Food & Agriculture Code.

4. "FIRST SALE" DEFINED

The first sale of, transfer of control of, or title to the agricultural product and refers to the demarcation between agricultural and non-agricultural end-uses. It applies to all activities other than qualifying packing and packaging activities described above in Section D(2) and activities performed by qualifying nonprofit cooperatives described above in Section D(3).

(Continued)



ELECTRIC RULE NO. 15
DISTRIBUTION LINE EXTENSIONS

Sheet 8

C. DISTRIBUTION LINE EXTENSION ALLOWANCES (Cont'd.)

- 3. RESIDENTIAL ALLOWANCES. The allowance for Distribution Line Extensions, Service Extensions, or a combination thereof, for Permanent Residential Service is \$3,255 per meter or residential dwelling unit.
- 4. NON-RESIDENTIAL ALLOWANCES. The allowance for Distribution Line Extensions, Service Extensions, or a combination thereof, for Permanent Non-Residential Service is determined by PG&E using the formula in Section C.2.

Where the Distribution Line Extension will serve a combination of residential and non-residential meters, residential allowances will be added to non-residential allowances.

- 5. SEASONAL, INTERMITTENT, EMERGENCY, AND INSIGNIFICANT LOADS. When an Applicant requests service that requires a Distribution Line Extension to serve loads that are seasonal or intermittent, the allowance for such loads shall be determined using the formula in Section C.2. No allowance will be provided where service is used only for emergency purposes, or for Insignificant Loads.
- 6. POLICY ON EXCESS PEV CHARGING COSTS. Any costs for a Distribution Line Extension for plug-in electric vehicle charging that are in excess of the residential allowance for Distribution Line Extensions shall be treated as common facility costs and paid for by PG&E.¹ (T)

D. CONTRIBUTIONS OR ADVANCES BY APPLICANT

- 1. GENERAL. Contributions or Advances by an Applicant to PG&E for the installation of a Distribution Line Extension to receive PG&E service consists of such things as cash payments, the value of facilities deeded to PG&E, and the value of Excavation performed by Applicant.
- 2. PROJECT-SPECIFIC COST ESTIMATES. PG&E's total estimated installed cost will be based on a project-specific estimated cost.
- 3. CASH ADVANCE. A cash Advance will be required only if Applicant's excess allowance is less than PG&E's total estimated installed cost to complete a Distribution Line Extension.

¹ The interim policy of Common Treatment for Excess PEV Charing Costs was set forth in Commission Decision (D.)11-07-029, and extended in D.13-06-014, D.16-06-011, Rulemaking (R.) 18-12-006 Scoping Memo and Ruling, and most recently the Administrative Law Judge's Ruling Extending Interim Policy on Common Facility Costs Related to Electric Rules 15 and 16 issued in R.18-12-006 on November 23, 2020. The interim policy was extended indefinitely per PUC 740.19(d)(3) unless the CPUC revises it at a later date. (T)

(Continued)



ELECTRIC RULE NO. 21
GENERATING FACILITY INTERCONNECTIONS

Sheet 50

E. INTERCONNECTION REQUEST SUBMISSION PROCESS (Cont'd.)

1. OPTIONAL PRE-APPLICATION REPORT (Cont'd.)

ii. Behind the Meter Interconnection Package

Upon receipt of a completed Enhanced Pre-Application Report Request for Behind the Meter Interconnection Package and a non-refundable fee of \$800, and additional \$100 fee if applicable, Distribution Provider shall provide the enhanced pre-application data described in this section within thirty (30) Business Days of receipt. Distribution Provider shall conduct a physical verification based on field confirmation.

If a third party is submitting an Enhanced Pre-Application Report Request for Behind the Meter Interconnection Package on behalf of the Applicant, an Authorization to Receive Customer Information or Act on a Customer's Behalf [PG&E Form 79-1095] (T) shall be required to be submitted as part of the Pre-Application Report Request. Distribution Provider shall notify the Applicant if additional processing time will be required.

The Behind the Meter Interconnection Package will include the following information if available:

1. Relevant line section(s) absolute minimum load, and minimum load during the 10 AM – 4 PM period (provided when SCADA data is available)
2. Transformer Data
 - (a) Existing service transformer kVA rating
 - (b) Primary Voltage and secondary Voltage rating
 - (c) Configuration on both Primary and Secondary Side (i.e., Delta, Wye, Grounded Wye, etc.)
 - (d) Characteristic impedance (%Z)
 - (e) Confirm if the transformer is serving only one customer or multiple customers
 - (f) Provide the Available Fault Current on both the Primary and Secondary Side

(Continued)



ELECTRIC RULE NO. 21
GENERATING FACILITY INTERCONNECTIONS

Sheet 98

F. REVIEW PROCESS FOR INTERCONNECTION REQUESTS (Cont'd.)

3. DETAILED STUDY INTERCONNECTION REVIEW PROCESS (Cont'd.)

b. Independent Study Process (Cont'd.)

iv) Modifications (Cont'd.)

At the Interconnection System Impact Study results meeting, Applicant should be prepared to discuss any desired modifications to the Interconnection Request. After the issuance of the final Interconnection System Impact Study report, but no later than five (5) Business Days following the Interconnection System Impact Study results meeting, Applicant shall submit to Distribution Provider, in writing, (i) modifications to any information provided in the Interconnection Request, including that information required for the Cost Envelope Option, if applicable, or (ii) confirmations of no modifications. Distribution Provider will forward Applicant's request for modification to the CAISO, if applicable, within two (2) Business Days of receipt. If no Interconnection System Impact Study results meeting is held, Applicant shall submit to Distribution Provider any requested modifications within twenty-five (25) Business Days of the receipt of the final Interconnection System Impact Study report.

Modifications permitted under this Section F.3.b.iv shall include specifically: (a) a decrease in the electrical output (MW) of the proposed Generating Facility; (b) modifying the technical parameters associated with the Generating Facility technology or the Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For any modifications other than those permitted above, Distribution Provider, in coordination with CAISO, if applicable, will evaluate whether the proposed modification to the Interconnection Request constitutes a Material Modification. Distribution Provider will inform Applicant in writing whether the modifications would constitute a Material Modification (i) for Interconnection Requests that have not elected the Cost Envelope Option, within ten (10) Business Days of receipt of the proposed request for modification, and (ii) for Interconnection Requests that have elected the Cost Envelope Option, within twenty (20) Business Days of receipt of the proposed request of modification.

(T)

(Continued)



ELECTRIC RULE NO. 21
GENERATING FACILITY INTERCONNECTIONS

Sheet 111

F. REVIEW PROCESS FOR INTERCONNECTION REQUESTS (Cont'd.)

3. DETAILED STUDY INTERCONNECTION REVIEW PROCESS (Cont'd.)

c. Distribution Group Study Process (Cont'd.)

vi) Modifications (Cont'd.)

Modifications permitted under this Section F.3.c.vii shall include specifically: (a) a decrease in the electrical output (MW) of the proposed Generating Facility; (b) modifying the technical parameters associated with the Generating Facility technology or the Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For any modifications other than those permitted above, Distribution Provider, in coordination with CAISO, if applicable, will evaluate whether the proposed modification to the Interconnection Request constitutes a Material Modification. Distribution Provider will inform Applicant in writing whether the modifications would constitute a Material Modification within ten (10) Business Days of receipt of the proposed request for modification. Any change to the Point of Interconnection, except for that specified by Distribution Provider in an Interconnection Study or otherwise allowed under this Section F.3.c.vi, shall constitute a Material Modification. (T)

If the proposed modification is determined to be a Material Modification, Applicant may either withdraw the proposed modification or proceed with a new Interconnection Request for such modification. Applicant shall make such determination within ten (10) Business Days after being provided the Material Modification determination results.

Proposed modifications determined not to be Material Modifications may still necessitate the need to re-evaluate the DGS Phase I Interconnection Study to determine modifications to the Interconnection Facilities and Distribution Upgrades. Such re-evaluation will occur during the DGS Phase II Interconnection Study.

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Advice 6976-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

June 30, 2023
June 30, 2023



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Advice 6976-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

June 30, 2023
June 30, 2023



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Advice 6976-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

June 30, 2023
June 30, 2023



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Attachment 2

Redline Tariff Revisions



ENERGY STATEMENT

www.pge.com/MyEnergy

RES DRAFT

Account No: 1023456789-0
Statement Date: mm/dd/yyyy
Due Date: mm/dd/yyyy

Important Phone Numbers - Monday-Friday 7 a.m.-7 p.m., Saturday 8 a.m.-5 p.m.

Customer Service (All Languages; Relay Calls Accepted) 1-800-743-5000 TTY 7-1-1

Servicio al Cliente en Español (Spanish) 1-800-660-6789
華語客戶服務 (Chinese) 1-800-893-9555

Dịch vụ khách tiếng Việt (Vietnamese) 1-800-298-8438
Business Customer Service 1-800-468-4743

Rules and rates

You may be eligible for a lower rate. To learn more about optional rates or view a complete list of rules and rates, visit www.pge.com or call 1-800-743-5000.

If you believe there is an error on your bill, please call **1-800-743-5000** to speak with a representative. If you are not satisfied with our response, contact the California Public Utilities Commission (CPUC), Consumer Affairs Branch (CAB), 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, 1-800-649-7570 or 7-1-1 (8:30 AM to 4:30 PM, Monday through Friday) or by visiting www.cpuc.ca.gov/complaints/.

To avoid having service turned off while you wait for the outcome of a complaint to the CPUC specifically regarding the accuracy of your bill, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

If you are not able to pay your bill, call PG&E to discuss how we can help. You may qualify for reduced rates under PG&E's CARE program or other special programs and agencies may be available to assist you. You may qualify for PG&E's Energy Savings Assistance Program which is an energy efficiency program for income-qualified residential customers.

Important definitions

Rotating outage blocks are subject to change without advance notice due to operational conditions.

Tier 1/Baseline allowance: Some residential rates are given a Tier 1/Baseline allowance - a CPUC approved percentage of average customer usage during summer and winter months. Your Tier 1/Baseline allowance provides for basic needs at an affordable price and encourages conservation. Your allowance is assigned based on the climate where you live, the season and your heat source. As you use more energy, you pay more for usage. Any usage over your baseline allowance will be charged at a higher price. High Usage definition eliminated.

Wildfire Fund Charge: Charge on behalf of the State of California Department of Water Resources (DWR) to fund the California Wildfire Fund. For usage prior to October 1, 2020, this charge included costs related to the 2001 California energy crisis, also collected on behalf of the DWR. These charges belong to DWR, not PG&E.

Power Charge Indifference Adjustment (PCIA): The PCIA is a charge to ensure that both PG&E customers and those who have left PG&E service to purchase electricity from other providers pay for the above market costs for electric generation resources that were procured by PG&E on their behalf. 'Above market' refers to the difference between what the utility pays for electric generation and current market prices for the sale of those resources. Visit www.pge.com/cca.

Wildfire Hardening Charge: PG&E has been permitted to issue bonds that enable it to recover more quickly certain costs related to preventing and mitigating catastrophic wildfires, while reducing the total cost to its customers. Your bill for electric service includes a fixed recovery charge called the Wildfire Hardening Charge that has been approved by the CPUC to repay those bonds. The right to recover the Wildfire Hardening Charge has been transferred to a separate entity (called the Special Purpose Entity) that issued the bonds and does not belong to PG&E. PG&E is collecting the Wildfire Hardening Charge on behalf of the Special Purpose Entity. For details visit: www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_PRELIM_JF.pdf.

Recovery Bond Charge/Credit: Your bill for electric service includes a charge that has been approved by the CPUC to repay bonds issued for certain costs related to catastrophic wildfires. The Recovery Bond Charge (RBC) rate is currently \$[##] per kWh. PG&E has also contributed certain amounts to a trust fund which is used to provide a customer credit equal to \$[##] per kWh (Recovery Bond Credit). The right to recover the RBC has been transferred to one or more Special Purpose Entities that issued the bonds and does not belong to PG&E. PG&E is collecting that portion of the RBC on behalf of the Special Purpose Entities.

Gas Public Purpose Program (PPP) Surcharge. Used to fund state-mandated gas assistance programs for low-income customers, energy efficiency programs, and public-interest research and development.

Visit www.pge.com/billsexplanation for more definitions. To view most recent bill inserts including legal or mandated notices, visit www.pge.com/billinserts.

See the table reflecting "Your Electric Charges Breakdown" on the last page

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Please do not mark in box. For system use only.

Update My Information (English Only)

Please allow 1-2 billing cycles for changes to take effect

Account Number: 1023456789-0

Change my mailing address to: _____

City _____ State _____ ZIP code _____
Primary Phone _____ Primary Email _____

Ways To Pay

- **Online via web or mobile at www.pge.com/waystopay**
- **By mail:** Send your payment along with this payment stub in the envelope provided.
- **By debit card, Visa, MasterCard, American Express, or Discover:** Call 877-704-8470 at any time. (Our independent service provider charges a fee per transaction.)
- **At a neighborhood payment center:** To find a neighborhood payment center near you, please visit www.pge.com or call 800-743-5000. Please bring a copy of your bill with you.



Important Phone Numbers - Monday-Friday 7 a.m.-7 p.m., Saturday 8 a.m.-5 p.m.

Customer Service (All Languages; Relay Calls Accepted) 1-800-743-5000
TTY 7-1-1

Servicio al Cliente en Español (Spanish)	1-800-660-6789	Dịch vụ khách tiếng Việt (Vietnamese)	1-800-298-8438
華語客戶服務 (Chinese)	1-800-893-9555	Business Customer Service	1-800-468-4743

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To avoid having service turned off while you wait for the outcome of a complaint to the CPUC specifically regarding the accuracy of your bill, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

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Important definitions

Rotating outage blocks are subject to change without advance notice due to operational conditions.

Demand charge: Many non-residential rates include a demand charge. Demand is a measurement of the highest usage of electricity in any single fifteen (or sometimes five) minute period during a monthly billing cycle. Demand is measured in kilowatts (or kW). High demand is usually associated with equipment start-up. By spreading equipment start-ups over a longer period of time, you may be able to lower demand and reduce your demand charges.

Time-of-use electric prices are higher every day during afternoons and evenings, and lower at other times of the day. Prices also change by season, with higher prices in the summer and lower prices in the winter.

Wildfire Fund Charge: Charge on behalf of the State of California Department of Water Resources (DWR) to fund the California Wildfire Fund. For usage prior to October 1, 2020, this charge included costs related to the 2001 California energy crisis, also collected on behalf of the DWR. These charges belong to DWR, not PG&E.

Power Charge Indifference Adjustment (PCIA): The PCIA is a charge to ensure that both PG&E customers and those who have left PG&E service to purchase electricity from other providers pay for the above market costs for electric generation resources that were procured by PG&E on their behalf. 'Above market' refers to the difference between what the utility pays for electric generation and current market prices for the sale of those resources. Visit www.pge.com/cca.

Wildfire Hardening Charge: PG&E has been permitted to issue bonds that enable it to recover more quickly certain costs related to preventing and mitigating catastrophic wildfires, while reducing the total cost to its customers. Your bill for electric service includes a fixed recovery charge called the Wildfire Hardening Charge that has been approved by the CPUC to repay those bonds. The right to recover the Wildfire Hardening Charge has been transferred to a separate entity (called the Special Purpose Entity) that issued the bonds and does not belong to PG&E. PG&E is collecting the Wildfire Hardening Charge on behalf of the Special Purpose Entity. For details visit: www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_PRELIM_JF.pdf.

Recovery Bond Charge/Credit: Your bill for electric service includes a charge that has been approved by the CPUC to repay bonds issued for certain costs related to catastrophic wildfires. The Recovery Bond Charge (RBC) rate is currently \$[##] per kWh. PG&E has also contributed certain amounts to a trust fund which is used to provide a customer credit equal to \$[##] per kWh (Recovery Bond Credit). The right to recover the RBC has been transferred to one or more Special Purpose Entities that issued the bonds and does not belong to PG&E. PG&E is collecting that portion of the RBC on behalf of the Special Purpose Entities.

Gas Public Purpose Program (PPP) Surcharge. Used to fund state-mandated gas assistance programs for low-income customers, energy efficiency programs, and public-interest research and development.

Visit www.pge.com/billexplication for more definitions. To view most recent bill inserts including legal or mandated notices, visit www.pge.com/billinserts.

See the table reflecting "Your Electric Charges Breakdown" on the last page

"PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. © 2023 Pacific Gas and Electric Company. All rights reserved.

Please do not mark in box. For system use only.

Update My Information (English Only)

Please allow 1-2 billing cycles for changes to take effect

Account Number: 1023456789-0

Change my mailing address to: _____

City _____ State _____ ZIP code _____
 Primary Phone _____ Primary Email _____

Ways To Pay

- **Online via web or mobile at www.pge.com/waystopay**
- **By mail:** Send your payment along with this payment stub in the envelope provided.
- **By debit card, Visa, MasterCard, American Express, or Discover:** Call 877-704-8470 at any time. (Our independent service provider charges a fee per transaction.)
- **At a neighborhood payment center:** To find a neighborhood payment center near you, please visit www.pge.com or call 800-743-5000. Please bring a copy of your bill with you.



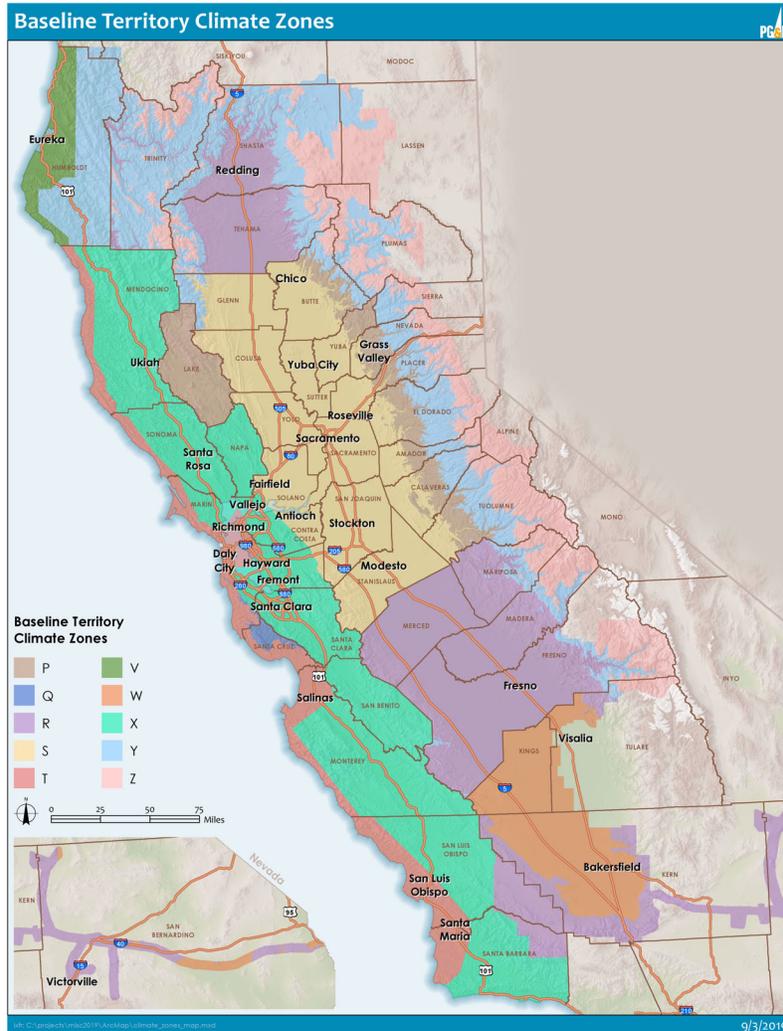
GAS PRELIMINARY STATEMENT PART A
DESCRIPTION OF SERVICE AREA & GENERAL REQUIREMENTS

Sheet 8

A. DESCRIPTION OF SERVICE AREA AND GENERAL REQUIREMENTS (Cont'd.)

1. TERRITORY SERVED BY PG&E (Cont'd.)

e. MAP OF BASELINE GEOGRAPHIC AREAS



(Continued)

Advice 1719-G
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

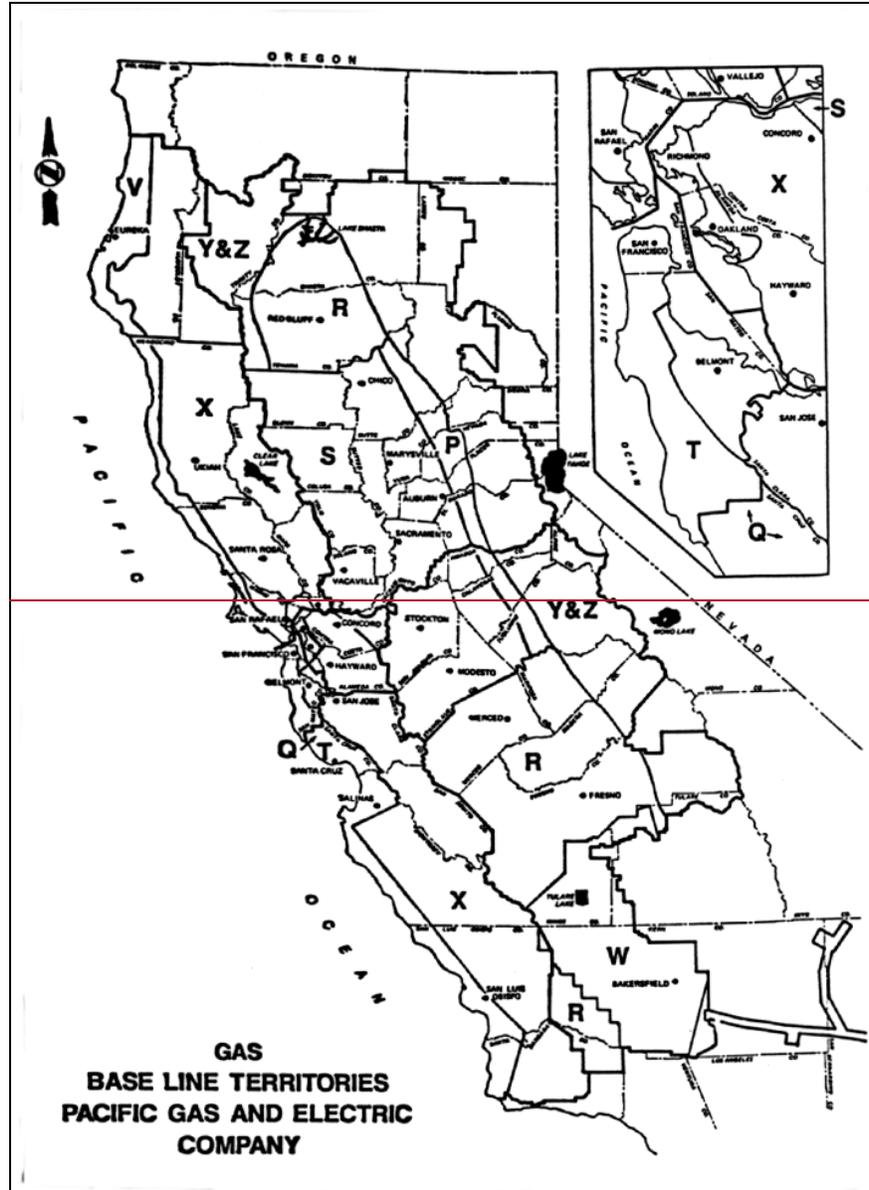
Date Filed
Effective
Resolution

September 1, 1992
October 10, 1992



GAS PRELIMINARY STATEMENT PART A
DESCRIPTION OF SERVICE AREA & GENERAL REQUIREMENTS

Sheet 8



The above map is for illustrative purposes only. It is not intended to provide an exact definition of territory boundaries. Territory boundaries are defined in Section C.

(Continued)

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

This *Generating Facility Interconnection Agreement (Multiple Tariff NBT-MT)* (Agreement) is entered into by and between _____ (Producer or Customer-Generator), 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 New Net Billing Tariff (NBT) “Eligible customer-generator” (as defined in PG&E’s Schedule NBT).

- 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. 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 PG&E’s Net Billing Tariff (NBT) 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 NBT-MT)

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

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

2.5.2 Non-Eligible Generator(s): _____ kW

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

2.6 The Net Nameplate Rating of the Generating Facility is:



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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 (NBT 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 (NBT eligible only) _____ amp hours _____ inverter kW

2.7.2 Non-Eligible Generator(s): _____ kW



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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

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

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

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

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

biomass	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>	digester gas	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>
solar thermal	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>	municipal solid waste	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>
photovoltaic	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>	landfill gas	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>
wind	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>	ocean wave	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>
geothermal	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>	ocean thermal	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>
fuel cell	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>	tidal current	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>
small hydroelectric generation	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>	biogas digester (under NEMBIO)	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>
fuel cell (under NEMFC)	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>	other technology	are met..... <input type="checkbox"/> are not met. <input type="checkbox"/>

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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 – NBT Oversized Generating Facility Attestation (when applicable)

Appendix F -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 G -Schedule NBT 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 H -Operating Requirements for Energy Storage Device(s) (when applicable).

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

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

4. TERM AND TERMINATION

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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 NBT 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 79-1174-03), including all supporting documents and payments as described in the Application; (2) any required NBT supplemental application forms; (3) a signed and completed Generating Facility Interconnection Agreement (Multiple Tariff NBT-MT) (Form 79-1069-03); (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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

- approval will not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Producer shall notify PG&E at least five (5) business days prior to the initial testing.
- 5.6 In no event shall the delivery of the maximum electric power to PG&E's Electric System exceed the amount or other limitations specified in Section 2 and Appendix A of this Agreement. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in this Agreement, PG&E may require Producer to disconnect its Generating Facility from PG&E's Electric System until Producer demonstrates to PG&E's reasonable satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to PG&E. Further, should PG&E determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting PG&E's ability to utilize its Electric System in any manner, even if Producer's deliveries of electric power to PG&E's Electric System are within the limitations specified in this Agreement, PG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to PG&E's Electric System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect of electric power flowing from the Generating Facility to PG&E's Electric System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and PG&E may initiate termination in accordance with the terms of Section 4.2(b).
- 5.7 Producer shall not deliver reactive power to PG&E's Electric System unless the Parties have agreed otherwise in writing.
- 5.8 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E's Electric System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.9 If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration (Cogeneration Requirements)), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements, per Appendix D of this Agreement.
- 5.10 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for a NBT Generating Facility, that all major solar system components (if any) shall comply with Electric Rule No. 21 Sections L.2-L.4 and Section L.7. for interconnecting to the electrical grid.
- 5.11 Producer certifies as a part of each interconnection request for a NBT Eligible Generating Facility that

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

(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 NBT Generation Facilities as provided in Electric Rule 21.

5.13 If Producer’s Generating Facility includes any energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E’s Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix I of this Agreement.

5.14 Smart Inverters

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

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

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

[https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists.](https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists))

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

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

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Producer has submitted the interconnection application prior to September 9, 2017,
- (c) the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9,

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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 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 Billing tariff.

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 NBT-MT)

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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

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

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

8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

8.3 If Producer's Generating Facility employs solely of Renewable Electrical Generation Facilities the requirements of Section 8.1 shall be waived. However, to the extent that Producer has currently in force Commercial General Liability or Personal (Homeowner's) Liability insurance, Producer



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGContractMgmt@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:



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NBT-MT)**

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
~~P.O. Box 770000~~
~~Mail Code N7L~~
~~San Francisco, CA 94177300~~ Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGContractMgmt@pge.com

If to Producer:
Customer-Generator Name: _____
Address: _____
City: _____
Phone: (____) _____

- 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 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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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.

15. ENTIRE AGREEMENT



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NBT-MT)

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

16. SIGNATURES

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

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



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NBT-MT)**

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 NBT-MT)**

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.”)



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(MULTIPLE TARIFF NBT-MT)**

Appendix C

APPENDIX C (If Applicable)

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

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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.



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Appendix E**

APPENDIX E (When applicable)

NBT OVERSIZED GENERATING FACILITY ATTESTATION

The total annual output of the Generating Facility should primarily be used to offset the customer's own annual electrical requirements (based on the customer's most recent 12 months of usage).

Customer is allowed to oversize their Generating Facility provided Customer executes this form attesting as follows:

- My Generation Facility is oversized to meet expected increased future electrical usage (i.e., increased usage resulting from an electric vehicle or other electrical appliances to support electrification);
- The Generating Facility's estimated annual production in kWh is no larger than: (a) 150 percent of my most recent 12 months of total usage; or (b) 150 percent of my estimated annual usage (for new construction and/or customers that do not yet have 12 months of usage only). **OR**, my electrical usage has recently increased, and the Generating Facility's estimated annual production is no larger than 150 percent of my current electrical usage projected over 12 months.
- I expect to increase my electrical usage to correspond with the size of my Generating Facility within the next year (12 months after receiving Permission to Operate (PTO)).
- I understand that PG&E reserves the right to further validate that my Generating Facility is sized in accordance with the Net Billing Tariff (NBT).

By signing below, I declare under penalty of perjury under the laws of the State of California that the information provided in this Attestation is true and correct.

_____ *Customer Generator's Name*

_____ *Signature*

_____ *Date*

_____ *Type/Print Name*

_____ *Title*

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Appendix F

APPENDIX F (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 Billing Tariff provisions of PG&E's Schedule NEM-BIO, Experimental Biogas Net Billing Tariff.

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 NBT-MT)
Appendix G**

Appendix G

**SCHEDULE NBT 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 NBT interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility).

Check Type of Renewable Electrical Generation Facility:

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

NBT 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 G**

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

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

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

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

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



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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Appendix G**

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 Billing Tariff provisions of PG&E’s Schedule NBT Net Billing Tariff 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
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Appendix H**

APPENDIX H (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 NBT-MT)
Appendix H**

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 I**

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)

(Print Name)

(Title)

(Date)



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

This Interconnection Agreement for Net Billing Tariff (NBT) 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. The Generating Facility should be sized such that its total annual output in kWh is primarily used to offset the customer’s own annual electrical requirements. The NBT customer is allowed to oversize their Generating Facility by executing the NBT Oversized Generating Facility Attestation in Appendix E of this document. 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: _____

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

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

INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

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 _____. Customer-Generator accepts that there may be limitations on otherwise-applicable rate schedule under the NBT tariff which would require the customer to change their otherwise applicable rate schedule.
- 2.9 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.10 The Producer certifies that their inverter-based Generating Facilities will upon receiving permission to operate from PG&E fully comply with Section Hh of Rule 21 that is in effect at the time the application is received, including configuration of protective settings and default settings, in accordance with the specifications therein.

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

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

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

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

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

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

- 1. A completed Interconnection Application including all supporting documents and required 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 BILLING TARIFF (NBT) 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 Expected Date of Initial Operation
- Attachment D 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 E NBT Oversized Generating Facility Attestation (when applicable)
- Attachment F Addendum for Net Billing Tariff Multiple Tariff (when applicable)
- Attachment G Producer’s Warranty that the Generating Facility is a “Cogeneration Facility” Pursuant to Section 216.6 of the California Public Utilities Code (when applicable)
- Attachment H Producer’s Warranty that the Generating Facility is an Eligible Biogas Electrical Generating Facility Pursuant to Section 2827.9 of the California Public Utilities Code (when applicable)
- Attachment I Schedule NBT Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility
- 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)



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NBT, 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 2.8 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 NBT.

5. TERM AND TERMINATION

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

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

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

- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,

INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

- (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 Billing Tariff Generating Facilities* (Form 79-1174-03), including all supporting documents and payments as described in the Application; (2) a signed and completed *Interconnection Agreement for Net Billing Tariff (NBT) and Renewable Generating Facility Sized Greater than 1,000 kW* (Form 79-1198-03); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.
- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies as a part of its request for NBT, that all major solar system components comply with Sections L.2-L.4 and Section L.7 of PG&E Electric Rule 21 (Rule 21).
- 6.5 Customer-Generator certifies as a part of this interconnection request for NBT that
 - (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21.

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 9.3, the following insurance shall apply:

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

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

The insurance shall, by endorsement:

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

INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

- (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 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.
- 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
~~77 Beale St.~~
~~San Francisco, CA 94105300 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 10.1 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 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.



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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
~~P.O. Box 770000~~
~~Mail Code N7L~~
~~San Francisco, CA 94177300 Lakeside Drive, Suite 210~~
~~Oakland, CA 94612~~
Email: EGContractMgmt@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 11.1.

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

INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

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.



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

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
<i>(Customer Generator's Name)</i>	
_____	_____
<i>(Signature)</i>	<i>(Signature)</i>
_____	_____
<i>(Print Name)</i>	<i>(Print Name)</i>
_____	_____
<i>(Title)</i>	<i>(Title)</i>
_____	_____
<i>(Date)</i>	<i>(Date)</i>

INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) 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.

INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

2.2. Network Upgrades

The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment B of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the 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.

INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

2.2.1.2. If the Generating Facility fails to achieve commercial operation, but it

or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Section 2.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

2.3. Rights Under Other Agreements

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

Section 3. 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.

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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 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 BILLING TARIFF (NBT) 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, NBT and NEM program specific information relating to the Interconnection Customer's Generating Facility and any associated arrangements (i.e. NBT, , NBT-MT, will be set forth in this attachment.

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



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

ATTACHMENT C

Expected Date of Initial Operation

Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's Expected Date of Initial Operation

Expected Date of Initial Operation: _____

For the Interconnection Customer _____ Date _____

**INTERCONNECTION AGREEMENT FOR NET
BILLING TARIFF (NBT) AND RENEWABLE
ELECTRICAL GENERATING FACILITY SIZED
GREATER THAN 1,000 kW**

ATTACHMENT D

Rule 21 Special Facilities Agreement

(Formed by the Parties)



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

ATTACHMENT E

NBT Oversized Generating Facility Attestation (When applicable)

The total annual output of the Generating Facility should primarily be used to offset the customer's own annual electrical requirements (based on the customer's most recent 12 months of usage).

Customer is allowed to oversize their Generating Facility provided Customer executes this form attesting as follows:

- My Generation Facility is oversized to meet expected increased future electrical usage (i.e., increased usage resulting from an electric vehicle or other electrical appliances to support electrification);
- The Generating Facility's estimated annual production in kWh is no larger than: (a) 150 percent of my most recent 12 months of total usage; or (b) 150 percent of my estimated annual usage (for new construction and/or customers that do not yet have 12 months of usage only). **OR**, My electrical usage has recently increased and the Generating Facility's estimated annual production is no larger than 150 percent of my current electrical usage projected over 12 months.
- I expect to increase my electrical usage to correspond with the size of my Generating Facility within the next year (12 months after receiving Permission to Operate (PTO)).
- I understand that PG&E reserves the right to further validate that my Generating Facility is sized in accordance with the Net Billing Tariff (NBT).

By signing below, I declare under penalty of perjury under the laws of the State of California that the information provided in this Attestation is true and correct.

Customer Generator's Name

Signature

Date

Type/Print Name

Title

INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

ATTACHMENT F

Addendum for Net Billing Tariff 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 Billing Tariff (NBT) and Renewable Electrical Generating Facility Sized Greater Than 1,000 kW consistent with the multiple tariff treatment provided in PG&E Schedule NBT, Special Condition 4 (NBTMT). 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):

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

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

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

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

1.3.1. Eligible Generator(s):

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

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

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

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

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Biomass	NEM: _____ kW NEM2: _____ kW NBT: _____ kW	Digester gas	NEM: _____ kW NEM2: _____ kW NBT: _____ kW
Solar thermal	NEM: _____ kW NEM2: _____ kW NBT: _____ kW	Municipal solid waste	NEM: _____ kW NEM2: _____ kW NBT: _____ kW
Photovoltaic	NEM: _____ kW NEM2: _____ kW NBT: _____ kW	Landfill gas	NEM: _____ kW NEM2: _____ kW NBT: _____ kW
Wind	NEM: _____ kW NEM2: _____ kW NBT: _____ kW	Ocean wave	NEM: _____ kW NEM2: _____ kW NBT: _____ kW
Geothermal	NEM: _____ kW NEM2: _____ kW NBT: _____ kW	Ocean thermal	NEM: _____ kW NEM2: _____ kW NBT: _____ kW
Fuel cell	NEM: _____ kW NEM2: _____ kW NBT: _____ kW	Tidal current	NEM: _____ kW NEM2: _____ kW NBT: _____ kW
Small hydroelectric generation	NEM: _____ kW NEM2: _____ kW NBT: _____ kW	Storage/Batteries (NEM/NBT eligible only) _____ amp hours _____ inverter kW	NEM: _____ kW NEM2: _____ kW NBT: _____ 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 BILLING TARIFF (NBT) 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 11.1 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 11.1 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 BILLING TARIFF (NBT) 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 11.1 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 11.1 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 BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

ATTACHMENT I

Schedule NBT Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility.

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

Check Type of Renewable Electrical Generation Facility:

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

NBT 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”, 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 BILLING TARIFF (NBT) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

Included in these eligibility requirements (check as applicable) pursuant to 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 NBT Net Billing Tariff Service for Eligible Customer-Generators.



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) 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 BILLING TARIFF (NBT) 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 BILLING TARIFF (NBT) 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:

Payment of all interconnection costs, including fees, studies, system upgrades, and any other pertinent interconnection costs.

Payment of the following nonbypassable charges on all departed load served by the fuel cell installed at my premises including but not limited to,

Public Purpose Program Charges;

Nuclear Decommissioning;

Department of Water Resources Bond Charges; and

Competition Transition Charge;

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.

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).

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
BILLING TARIFF (NBT) AND RENEWABLE
ELECTRICAL GENERATING FACILITY SIZED
GREATER THAN 1,000 kW**

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)



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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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**

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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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**

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 PG&E’s Agreement for Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527), if applicable (Formed by the Parties).*
- Appendix C Schedule NEM2 / NEM2V Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code (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.



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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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FACILITIES OF 30 KW OR LESS, AND VIRTUAL NET
ENERGY METERING (NEM2V) OF A RENEWABLE
ELECTRIC GENERATING FACILITY OF 1,000 KW OR
LESS**

- 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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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**

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 a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

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 ~~mail~~fax to the following:

Pacific Gas and Electric Company
Attn: ~~Insurance Department~~Electric Grid Interconnection – Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGContractMgmt@pge.com

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 ~~4~~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.:-



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LESS**

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: EGContractMgmt@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.

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



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APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)



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APPENDIX B (If Applicable)

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



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APPENDIX C

(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:

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

NEM2 / NEM2V Customer-Generator (Customer) declares that

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

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

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



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LESS**

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: _____



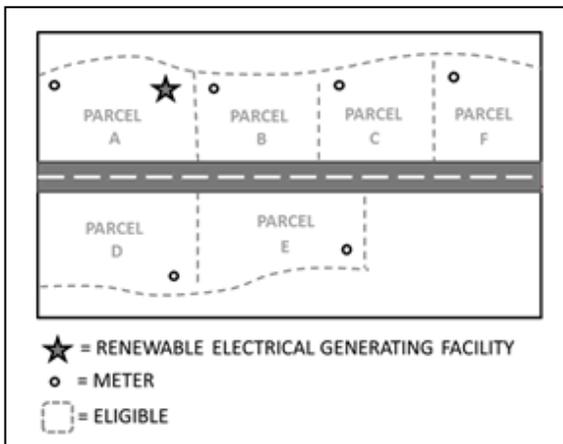
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**APPENDIX D
NEM2 LOAD AGGREGATION APPENDIX
(If Applicable)**

**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 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.



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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.



INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS, EXCEPT NBT SOLAR OR WIND FACILITIES OF 30 KW OR LESS

This INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS, EXCEPT NBT SOLAR OR WIND FACILITIES OF 30 KW OR LESS (Agreement) ¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NBT (if this is a NBT Solar or Wind Generating Facility less than 30 kW, please use form 79-1151-03) (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. The Generating Facility should be sized such that its total annual output in kwh is primarily used to offset the customer’s own annual electrical requirements. The NBT customer is allowed to oversize their Generating Facility by executing the NBT Oversized Generating Facility Attestation in Appendix D of this document. 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>).



**INTERCONNECTION AGREEMENT FOR
NET BILLING TARIFF (NBT)
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FACILITIES OF 30 KW OR 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 _____. Customer-Generator accepts that there may be limitations on otherwise-applicable rate schedule under the NBT tariff which would require the customer to change their otherwise applicable rate schedule.

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,



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

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

- Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
- Appendix B A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work* (62-4527), if applicable (Formed by the Parties).
- Appendix C Schedule NBT Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility.
- Appendix D NBT Oversized Generating Facility Attestation (when applicable)
- Appendix E 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 NBT (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.

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.



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4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selected Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.8 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 NBT.

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 22 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 12 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

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

- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
- (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.

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

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



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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 *Rule 21 Generator Interconnection Application* (Form 79-1174-03), including all supporting documents and payments as described in the Application; (2) a signed and completed *INTERCONNECTION AGREEMENT FOR A NET BILLING TARIFF (NBT) OF A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND*; and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.
- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies as a part of its request for NBT, that all major solar system components comply with Sections L.2-L.4 and Section L.7 of PG&E Electric Rule 21 (Rule 21).
- 6.5 Customer Generator certifies as a part of each interconnection request for NBT 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.

7. INTERCONNECTION FACILITIES

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



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

8. LIMITATION OF LIABILITY

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

9. INSURANCE

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

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

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

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

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

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO 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;



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

The insurance shall, by endorsement:

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

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 10.1 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 12.1, the requirements of Section 10.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

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

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

Pacific Gas and Electric Company
~~Attn: Insurance Department~~
~~77 Beale St.~~
~~San Francisco, CA 94105300 Lakeside Drive, Suite 210~~
~~Oakland, CA 94612~~
~~Email: EGContractMgmt@pge.com~~

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section ~~44~~10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

10.2 The provisions of this Section ~~44~~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



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insurance policy.

11. NOTICES

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

If to PG&E: Pacific Gas and Electric Company
 Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA—94177300 Lakeside Drive, Suite 210
Oakland, CA 94612
 Email: EGContractMgmt@pge.com

If to Customer-Generator:

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

11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 12.1.

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

12. REVIEW OF RECORDS AND DATA

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

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

13. ASSIGNMENT

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



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14. NON-WAIVER

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

15. DISPUTES

15.1 Dispute Resolution

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

16. REVIEW OF RECORDS AND DATA

16.1 Applicable Tax Laws and Regulation

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

16.2 Maintenance of Tax Status

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

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

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

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

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

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



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18. 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 NBT.

19. AMENDMENT AND MODIFICATION

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

20. 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.

21. SIGNATURES

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

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



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APPENDIX A

Description of Generating Facility and Single-Line Diagram

(Provided by Customer-Generator)



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APPENDIX B (If Applicable)

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



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APPENDIX C

(Not Applicable to Solar and/or Wind)

**Schedule NBT Customer-Generator Warranty That it Meets the
Requirements for an Eligible Customer-Generator and Is an Eligible
Renewable Electrical Generation Facility**

(This Affidavit is required every time a new NBT interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility)

Check Type of Renewable Electrical Generation Facility:

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

NBT2 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”, 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 Resource Code Section 25741 paragraph 1(a):

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

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

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



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

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 12 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 12 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible 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 Billing Tariff provisions of PG&E's Schedule NBT, 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,



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Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



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APPENDIX D
(When Applicable)
NBT Oversized Generating Facility

The total annual output of the Generating Facility should primarily be used to offset the customer's own annual electrical requirements (based on the customer's most recent 12 months of usage).

Customer is allowed to oversize their Generating Facility provided Customer executes this form attesting as follows:

- My Generation Facility is oversized to meet expected increased future electrical usage (i.e., increased usage resulting from an electric vehicle or other electrical appliances to support electrification);
- The Generating Facility's estimated annual production in kWh is no larger than: (a) 150 percent of my most recent 12 months of total usage; or (b) 150 percent of my estimated annual usage (for new construction and/or customers that do not yet have 12 months of usage only). **OR**, My electrical usage has recently increased and the Generating Facility's estimated annual production is no larger than 150 percent of my current electrical usage projected over 12 months.
- I expect to increase my electrical usage to correspond with the size of my Generating Facility within the next year (12 months after receiving Permission to Operate (PTO)).
- I understand that PG&E reserves the right to further validate that my Generating Facility is sized in accordance with the Net Billing Tariff (NBT).

By signing below, I declare under penalty of perjury under the laws of the State of California that the information provided in this Attestation is true and correct.

Customer Generator's Name

Signature

Date

Type/Print Name

Title



**INTERCONNECTION AGREEMENT FOR
NET BILLING TARIFF (NBT)
OF A RENEWABLE ELECTRIC GENERATING FACILITY
OF 1,000 KW OR LESS, EXCEPT NBT SOLAR OR WIND
FACILITIES OF 30 KW OR LESS**

APPENDIX E

**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.



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, or _____ kW.

Note: The conventional Generators are typically rated in kVA, where inverter-based technologies (i.e. fuel cell or PV) are rated in kW.

All PG&E power deliveries will be made under Schedule S or Schedule SB -- *Standby Service*.

- [] **Option 2 – PG&E Standby When Service is from Another Utility** – Standby service for customers who regularly take electric service from another public utility but desire PG&E to reserve its generation, transmission or distribution capacity for their use:

Customer currently is supplied regular electric service from another utility's generation, transmission, or distribution system; Customer may be alternately served by PG&E by means of a double-throw switch. Both PG&E and the other utility have consented to this arrangement. Customer's maximum demand from electric equipment on his premises is _____ kW.

All PG&E power deliveries will be made under Schedule S or Schedule SB.

This option is closed to all new customers after January 19, 2001.

- [] **Option 3 – PG&E Standby for Non-Continuous/Irregular PG&E Supply** – Standby service for customers who require PG&E to reserve transmission or distribution capacity and stand ready at all times to deliver electricity on an irregular or non-continuous basis:

Customer has a) a premise which is normally, in part but not in whole, served by non-utility owned generation facilities with a total rated capacity of less than 100 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

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

SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

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, or _____ kW.

Note: The conventional Generators are typically rated in kVA, where inverter-based technologies (i.e. fuel cell or PV) are rated in kW.

Customer will be billed for all PG&E power deliveries on the otherwise applicable rate schedule; however, Special Conditions 1 through 6 and 8, 9, and 10 of Schedule S or Schedule SB will also apply to Customer's service.

-] **Option 4 – PG&E Supplemental (Back-up and Maintenance) Standby Service** – Standby service for customers who do not meet the criteria described in Option 1 and 2 above, but elect to receive back-up and maintenance portion of their total standby requirements under the provisions of Special Condition 7 of Schedule S or Schedule SB:

At least 50 percent of Customer's maximum electric demand is served by a non-utility owned generator, and all necessary metering has been installed (by May 1, 1994, or the effective date of the contract) by PG&E to separately measure Customers net on-site generation and on-site load requirements. Customer would otherwise, except for such generation, qualify for service under Schedule E-19 (mandatory), E-20, B-19 or B-20.

Customer will be billed for the back-up and maintenance portion of the premises' total service requirements under the provisions of Special Condition 7 of Schedule S or Schedule SB, and for its ordinary supplemental power requirements (on-site load in excess of the capability of the customer's non-utility owned generation) under the provisions of the otherwise applicable rate schedule. All back-up and maintenance power deliveries by PG&E will be billed in accordance with Schedule S or Schedule SB. The total rated capacity of Customer's generation is _____ kVA.

-] **Option 5 – PG&E Standby for Station Load Self-Supply** – Standby service for customers, whose supply requirements would otherwise be delivered through PG&E owned facilities (including Independent System Operator controlled transmission facilities), where the customers' Station Power requirements are regularly supplied through generating units in accord with the customer's CAISO-approved Station Power Portfolio (SPP), as described under the provisions of Special Condition 15 of Schedule S or Schedule SB .

-] **Option 6 -- Low Variability Microgrid Standby Customer** -- A Low Variability Microgrid Standby Customer is a customer who operates a microgrid interconnected under Rule 21 and under a retail tariff where the microgrid's generation and storage resources, including resources that use natural gas as a fuel, meet the Schedule S Special Condition 16 or Schedule SB Special Condition 15 performance standards. The total rated capacity of Customer's generation facilities and/or energy storage facilities is _____ kW. Customer's Capacity Reservation Amount is _____ kW.

SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

Terms and Conditions

1. Customer has requested PG&E to stand ready at all times to deliver or supply and deliver electric energy to Customer's premises on an as-needed basis. Such standby service shall be provided to Customer in accordance with and subject to PG&E's applicable rates and rules as established from time to time by, and on file with, the California Public Utilities Commission (Commission).
2. PG&E shall be granted, without cost to it, all necessary rights-of-way and easements, satisfactory to PG&E, in both location and form of document, to establish such service.
3. All necessary service facilities to accommodate Customer's load shall be furnished by PG&E and Customer as specified in electric line extension and service rules or the otherwise appropriate extension agreements. Any necessary extensions and reinforcements of PG&E's distribution and transmission facilities that are furnished by PG&E at Customer's expense in accordance with either a separate line extension or special facilities agreement, in accordance with the applicable tariffs.
4. All facilities furnished by PG&E to provide electric service at all times shall be and remain the property of PG&E notwithstanding that they may be affixed to Customer's property. PG&E may remove such facilities upon termination of the Agreement.
5. During the term of this Agreement, Customer grants to PG&E the right to operate, maintain, replace, and repair PG&E's facilities on Customer's premises necessary to provide standby service hereunder and all rights necessary for access to and from such facilities at all reasonable times.
6. All standby electric service provided shall be _____ phase, 60 hertz, alternating current at an electromotive force of approximately _____ volts. Allowable variations in this frequency and voltage are specified in PG&E's electric Rule 2. The delivery point for PG&E's standby service shall be considered the point where conductors owned, or under license by Customer, contact PG&E's conductors, or as otherwise designated by applicable rules.
7. The initial reserved capacity for standby service shall be _____ kW (Reservation Capacity) and shall be billed monthly at the rate described in the "Rates" section of Schedule S or Schedule SB.

If the Customer is already receiving standby service from PG&E under a preceding contract, that contracted or reserved capacity, or the amount of capacity to which that contract has been subsequently ratcheted, shall automatically become the Customer's Reservation Capacity, until the ratchet period ends unless the Reservation Capacity has been increased in accordance with the preceding paragraph.

8. Customer elects to receive any backup and maintenance service that is to be billed under the provisions of Schedule S or Schedule SB under the following terms: _____ Firm Service Only.
9. If Customer has a generator and wishes to operate that generator in parallel with PG&E's system, Customer must also execute either a power purchase agreement, or parallel operation agreement, or applicable interconnection agreement with PG&E. Interconnection and operation of all non-utility owned generation paralleling with PG&E's system will be treated in accordance with electric Rule 21. Customers may need to meet those requirements as imposed by other governing entities having jurisdiction including the Independent System Operator and the Western Systems Coordinating Council.

SPECIAL AGREEMENT FOR ELECTRICAL STANDBY SERVICE

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.
14. This Agreement shall be effective upon the date that PG&E and the customer have executed this agreement.

APPROVED:

Customer	PACIFIC GAS AND ELECTRIC COMPANY
Authorized Signature	Authorized Signature
Print Name	Print Name
Title	Title
Date	Date

Mailing Address: _____

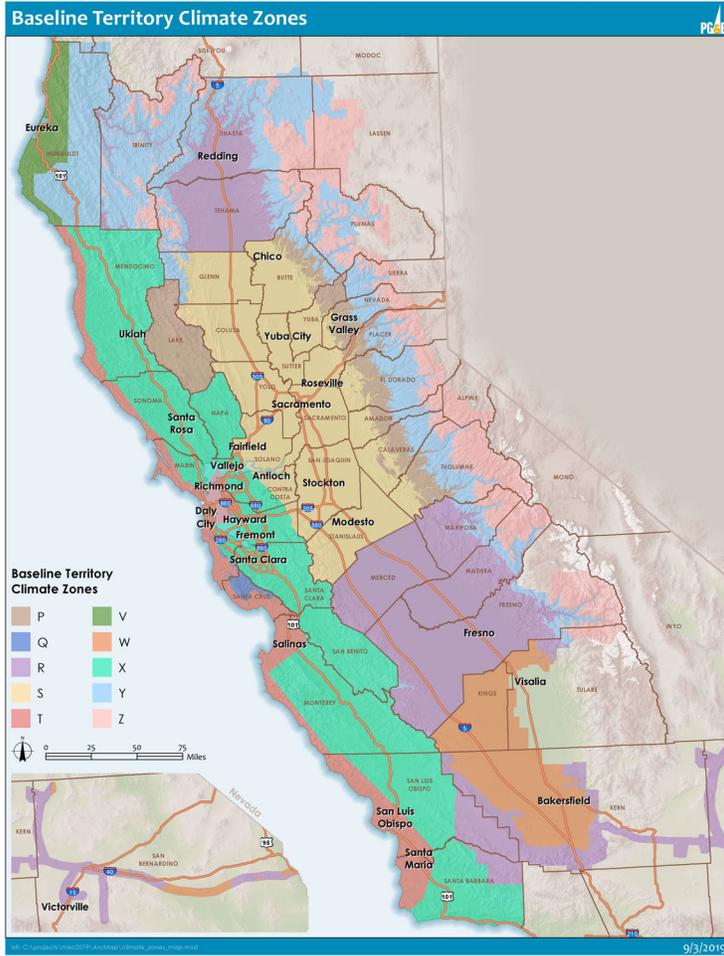
Mailing Address: Pacific Gas and Electric Co.
77 Beale St. B8M300 Lakeside Drive, Suite 210
San Francisco, CA-Oakland, CA 94612



ELECTRIC PRELIMINARY STATEMENT PART A
DESCRIPTION OF SERVICE AREA & GENERAL REQUIREMENTS

Sheet 9

- A. DESCRIPTION OF SERVICE AREA AND GENERAL REQUIREMENTS (Cont'd.)
 - 1. TERRITORY SERVED BY PG&E (Cont'd.)
 - d. MAP OF BASELINE GEOGRAPHIC AREAS



(Continued)

Advice 1409-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

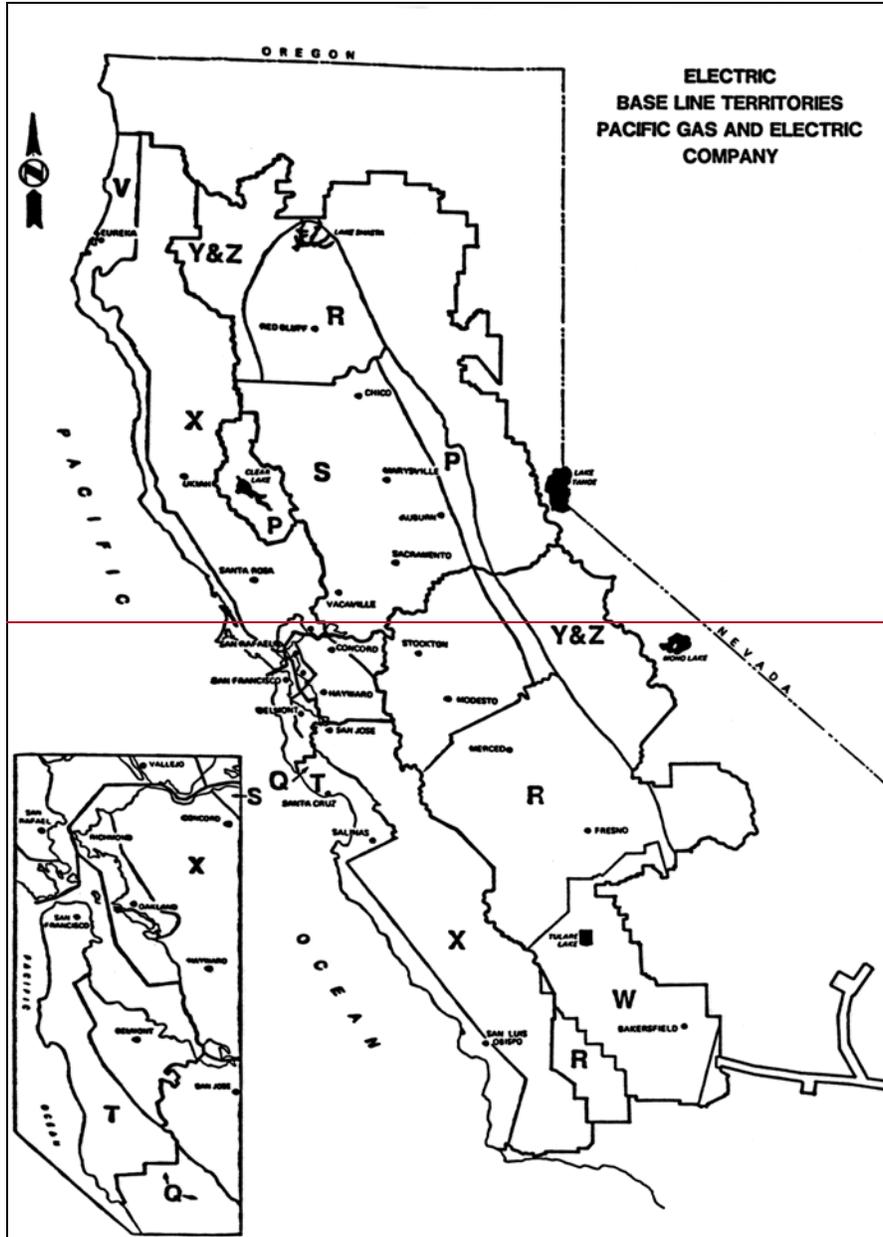
Date Filed
Effective
Resolution

September 1, 1992
October 10, 1992



ELECTRIC PRELIMINARY STATEMENT PART A
DESCRIPTION OF SERVICE AREA & GENERAL REQUIREMENTS

Sheet 9



The above map is for illustrative purposes only. It is not intended to provide an exact definition of territory boundaries. Territory boundaries are defined in Section C.

(Continued)

Advice 1409-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed
Effective
Resolution

September 1, 1992
October 10, 1992



**ELECTRIC SCHEDULE EV
RESIDENTIAL TIME-OF-USE
SERVICE FOR PLUG-IN ELECTRIC VEHICLE CUSTOMERS**

Sheet 1

APPLICABILITY: This optional experimental schedule applies to electric service to customers for whom Schedule E-1 applies and who have a currently registered Motor Vehicle, as defined by the California Motor Vehicle Code, which is a battery electric vehicle (BEV) or plug-in hybrid electric vehicle (PHEV) recharged via a recharging outlet at the customer's premises. This schedule is not available to customers with a conventional, charge sustaining (battery recharged solely from the vehicle's on-board generator) hybrid electric vehicle (HEV). Low speed electric vehicles and electrically powered motorcycles or bicycles, as defined by the California Motor Vehicle Code, are not eligible for this rate option. Service under this schedule is provided at the sole option of PG&E and based upon the availability of metering equipment and customer infrastructure improvements necessary for charging. Rate A of Schedule EV is closed to new enrollment.

~~Beginning on the later of July 1, 2019 or the date the new electric vehicle charging rate becomes available for enrollment, e~~Customers taking service on Rate A or Rate B of this rate schedule cannot exceed 800% of their annual baseline allowance, measured as the total usage for the customer over the last 12 months divided by the total annual baseline allowance using the approved baseline allowances for those months.¹ Customers at premises with total usage in excess of 800 percent of baseline over 12 consecutive months will be removed from Schedule EV moved to Schedule E-TOU-D and will be prohibited from taking service on any electric vehicle rate schedule for 12 months.² Customers must have 12 months of consecutive usage on this Rate Schedule before being subject to the requirement of being moved from Schedule EV. Such customers will be defaulted to Schedule E-TOU-D as a result of exceeding the 800 percent of baseline 12-month threshold but can preemptively choose service on any other electric rate schedule for which they qualify.

Pursuant to D.17-01-006, as revised by D. 17-02-017 and D. 17-10-018, for legacy service, certain solar customers will be allowed to continue service on Rate A of this schedule. Specifically, solar customers that interconnected by December 16, 2016, and elected service under Schedule EV prior to July 31, 2017, are allowed to retain service under this schedule for five years after issuance of the permission to operate, but no later than July 31, 2022. In addition, pursuant to D. 16-01-044, net energy metering customers that interconnected after December 15, 2016 and elected service on Rate Option A of this rate schedule may also continue service on this rate schedule for a period of 5 years from the date the customer commenced service on the NEM 2.0 rate, but no later than November 30, 2025. Existing EV-A customers seeking to commence service on NEM2.0 rate and continue service on EV-A for up to 5 years must submit an interconnection application by November 30, 2019

The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule EV charges. See Special Condition 6 of this rate schedule for exemptions to standby charges.

Depending on the manner in which customers will fuel their vehicle, one of the following rates will apply:

Rate A: Applies to all applicable customers unless they qualify for and choose Rate B.

¹ The baseline quantities are provided in Electric Schedule E-1 and are based on a 4-month summer/6-month winter seasonal definition.

² Customers will not be prohibited from taking service on Schedule E-ELEC during the 12-month period.

(Continued)



ELECTRIC SCHEDULE EV
RESIDENTIAL TIME-OF-USE
SERVICE FOR PLUG-IN ELECTRIC VEHICLE CUSTOMERS

Sheet 1

Rate B: Applies to all applicable customers with a separately metered BEV or PHEV recharging outlet.

TERRITORY: This rate schedule applies everywhere PG&E provides electric service.

(Continued)

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted July 8, 2021
Effective July 8, 2021
Resolution



ELECTRIC SCHEDULE EV2
RESIDENTIAL TIME-OF-USE
SERVICE FOR PLUG-IN ELECTRIC VEHICLE CUSTOMERS

Sheet 1

APPLICABILITY: Except as noted below, this optional schedule applies to electric service to customers for whom Schedule E-1 applies and who have a currently registered Motor Vehicle, as defined by the California Motor Vehicle Code, which is a battery electric vehicle (BEV) or plug-in hybrid electric vehicle (PHEV) recharged via a recharging outlet at the customer's premises. This schedule is not available to customers with a conventional, charge sustaining (battery recharged solely from the vehicle's on-board generator) hybrid electric vehicle (HEV). Low speed electric vehicles and electrically powered motorcycles or bicycles, as defined by the California Motor Vehicle Code, are not eligible for this rate option. In addition, this schedule is available on a pilot basis to customers that have installed battery storage as described in Special Condition 8. It is also available to customers with electric heat pumps, as described in Special Condition 9. Service under this schedule is provided at the sole option of PG&E and based upon the availability of metering equipment and customer infrastructure improvements necessary for charging.

Customers taking service on this rate schedule cannot exceed 800% of their annual baseline allowance, measured as the total usage for the customer over the last 12 months divided by the total annual baseline allowance using the approved baseline allowances for those months.¹ Customers at premises with total usage in excess of 800 percent of baseline over 12 consecutive months will be removed from Schedule EV2 moved to Schedule E-TOU-D and will be prohibited from taking service on any electric vehicle rate schedule for 12 months.² Customers must have 12 months of consecutive usage on this Rate Schedule before being subject to the requirement of being moved from Schedule EV. Such customers will be defaulted to Schedule E-TOU-D as a result of exceeding the 800 percent of baseline 12-month threshold but can preemptively choose service on any other electric rate schedule for which they qualify.

The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule EV charges. See Special Condition 6 of this rate schedule for exemptions to standby charges.

This rate schedule applies to whole house service where the residential usage and the electric vehicle charging usage is metered together (that is, the electric vehicle charging usage is not metered separately.) Bills issued under Schedule EV2 will be identified as EV2A.

TERRITORY: This rate schedule applies everywhere PG&E provides electric service.

RATES: Total bundled service charges are calculated using the total rates below. Customers on this schedule are subject to the delivery minimum bill amount shown below applied to the delivery portion of the bill (i.e. to all rate components other than the generation rate). In addition, total bundled charges will include applicable generation charges per kWh for all kWh usage.

Direct Access (DA) and Community Choice Aggregation (CCA) charges shall be calculated in accordance with the paragraph in this rate schedule titled Billing.

¹ The baseline quantities are provided in Electric Schedule E-1 and are based on a 4-month summer/6-month winter seasonal definition.

² Customers will not be prohibited from taking service on Schedule E-ELEC during the 12-month period.

(Continued)

Advice 6646-E
Decision 21-11-016

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted July 12, 2022
Effective October 24, 2022
Resolution



ELECTRIC SCHEDULE NEM2VMSH
VIRTUAL NET ENERGY METERING FOR MULTIFAMILY
AFFORDABLE HOUSING (MASH/NSHP) WITH SOLAR GENERATOR(S)

Sheet 19

SPECIAL
CONDITIONS:
(Cont'd.)

5. NEM2VMSH Storage

a. Definition of NEM2VMSH Storage

NEM2VMSH Storage is defined as an arrangement where a NEM2VMSH REGF including a storage device is located behind the same meter on the generating account under a configuration that prevents the storage device from charging from another source other than the co-located NEM2VMSH REGF generator (i.e. the storage cannot be charged from grid power). This can be accomplished with a physical, non-import relay—or a functionally equivalent non-import configuration as outlined in the PG&E Distribution Generation Interconnection Handbook—to prevent grid power from flowing toward the battery.

b. Isolated Operation

The REGF and storage device can be operated in isolation to serve loads that are otherwise part of the NEM2VMSH arrangement (i.e., loads associated with any meter that is part of the arrangement during normal, parallel operation.) only during grid outages and for testing purposes. Any device supporting isolated operation must be interconnected according to Rule 21 and all PG&E and other applicable standards. All loads to be powered by the REGF and battery storage in isolation mode must be located under the same PG&E delivery point. The isolated operation must be configured such that no load or generation registers on Generating or Benefiting Account meters when operating in isolation

c. Interconnection Cost

Customers interconnecting storage shall be responsible for all applicable charges in Electric Rule 21*.

d. Storage Size Dependent Requirements

Requirements may differ depending on the size of the NEM2VMSH Storage. The storage device size is determined by the inverter alternating current nameplate rating.

6. Natural or Man-Made Disasters

NEM2VMSH Transition Eligible Customers impacted by a Natural or Man-Made disaster⁶ may request to resume service on this tariff from (i) the date of the issuance of their original pre-natural-or-man-made disaster “permission to operate” (PTO) letter until (ii) the date of the customer’s first Energy True Up in the twenty first (21st) year.

* See Rule 21 Section B.1 Applicability regarding NEM-2 projects greater than 1 MW interconnecting on Transmission

⁶ Natural or man-made disasters includes such events as a fire, earthquake, flood, or severe storms.

(Continued)



ELECTRIC SCHEDULE NEM2VSOM
VIRTUAL NET ENERGY METERING SOLAR ON MULTIFAMILY
AFFORDABLE HOUSING (SOMAH) PROPERTIES

Sheet 18

SPECIAL
CONDITIONS:
(Cont'd.)

5. NEM2VSOM STORAGE:

a. Definition of NEM2VSOM Storage

NEM2VSOM Storage is defined as an arrangement where a NEM2VSOM REGF including a storage device is located behind the same meter on the generating account under a configuration that prevents the storage device from charging from another source other than the co-located NEM2VSOM REGF generator (i.e. the storage cannot be charged from grid power). This can be accomplished with a physical, non-import relay—or a functionally equivalent non-import configuration as outlined in the PG&E Distribution Generation Interconnection Handbook—to prevent grid power from flowing toward the battery.

b. Isolated Operation

The ESGF and storage device can be operated in isolation to serve loads that are otherwise part of the NEM2VSOM arrangement (i.e., loads associated with any meter that is part of the arrangement during normal, parallel operation.) only during grid outages and for testing purposes. Any device supporting isolated operation must be interconnected according to Rule 21 and all PG&E and other applicable standards. All loads to be powered by the ESGF and battery storage in isolation mode must be located under the same PG&E delivery point. The isolated operation must be configured such that no load or generation registers on Generating or Benefiting Account meters when operating in isolation.

c. Interconnection Cost

Customers interconnecting storage shall be responsible for all applicable charges in Electric Rule 21*.

d. Storage Size Dependent Requirements

Requirements may differ depending on the size of the NEM2VSOM Storage. The storage device size is determined by the inverter alternating current nameplate rating.

* See Rule 21 Section B.1 Applicability regarding NEM-2 projects greater than 1 MW interconnecting on Transmission



ELECTRIC RULE NO. 1
DEFINITIONS

Sheet 28

QUALIFICATION FOR AGRICULTURAL RATES: (Cont'd.)

D. GUIDELINES FOR APPLYING THE APPLICABILITY CRITERIA (Cont'd.)

1. PRODUCTION FOR SALE

All agricultural products or a subsequent product derived therefrom must be produced for sale to qualify under this criteria. If an activity is primarily for the provision of an agricultural service, and not the production of an agricultural product for sale, it is not an agricultural end-use. Examples of activities that are **not** agricultural services include animal boarding and training, agricultural research, brokering or resale of agricultural products, farming at correctional facilities, experimental or educational farming, and fish hatcheries for wild release. Other activities which do not involve the production of an agricultural product for sale include cemetery, golf course, and park landscaping, wildlife habitat flooding, and zoo activities.

2. PACKING AND PACKAGING

Qualifying packing and packaging are defined herein as otherwise qualifying activities performed by the first entity or individual to pack or package the agricultural product, following the first sale and before any subsequent sale, transfer of control of, or title to the agricultural product.

3. QUALIFYING ACTIVITIES PERFORMED BY NONPROFIT COOPERATIVES

This applicability criteria treats all otherwise qualifying activities performed by cooperatives as though they were performed before the first sale, transfer of control of, or title to the agricultural product. Cooperatives may engage in any qualifying activity that would be permitted by the producer of the agricultural product. In order to be a qualifying cooperative, the association must be a nonprofit cooperative association organized and functioning under, and in compliance with, the California Food & Agriculture Code.

4. "FIRST SALE" DEFINED

The first sale of, transfer of control of, or title to the agricultural product and refers to the demarcation between agricultural and non-agricultural end-uses. It applies to all activities other than qualifying packing and packaging activities described above in Section D(2) and activities performed by qualifying nonprofit cooperatives described above in Section D(3).

(Continued)

<i>Advice</i>	6652-E	<i>Issued by</i>	<i>Submitted</i>	July 15, 2022
<i>Decision</i>	19-07-015	Meredith Allen	<i>Effective</i>	July 15, 2022
		<i>Vice President, Regulatory Affairs</i>	<i>Resolution</i>	



ELECTRIC RULE NO. 15
DISTRIBUTION LINE EXTENSIONS

Sheet 8

C. DISTRIBUTION LINE EXTENSION ALLOWANCES (Cont'd.)

- 3. RESIDENTIAL ALLOWANCES. The allowance for Distribution Line Extensions, Service Extensions, or a combination thereof, for Permanent Residential Service is \$3,255 per meter or residential dwelling unit.
- 4. NON-RESIDENTIAL ALLOWANCES. The allowance for Distribution Line Extensions, Service Extensions, or a combination thereof, for Permanent Non-Residential Service is determined by PG&E using the formula in Section C.2.

Where the Distribution Line Extension will serve a combination of residential and non-residential meters, residential allowances will be added to non-residential allowances.

- 5. SEASONAL, INTERMITTENT, EMERGENCY, AND INSIGNIFICANT LOADS. When an Applicant requests service that requires a Distribution Line Extension to serve loads that are seasonal or intermittent, the allowance for such loads shall be determined using the formula in Section C.2. No allowance will be provided where service is used only for emergency purposes, or for Insignificant Loads.
- 6. ~~INTERIM~~ POLICY ON EXCESS PEV CHARGING COSTS. Any costs for a Distribution Line Extension for plug-in electric vehicle charging that are in excess of the residential allowance for Distribution Line Extensions shall be treated as common facility costs and paid for by PG&E ~~until December 31, 2021.~~¹

D. CONTRIBUTIONS OR ADVANCES BY APPLICANT

- 1. GENERAL. Contributions or Advances by an Applicant to PG&E for the installation of a Distribution Line Extension to receive PG&E service consists of such things as cash payments, the value of facilities deeded to PG&E, and the value of Excavation performed by Applicant.
- 2. PROJECT-SPECIFIC COST ESTIMATES. PG&E's total estimated installed cost will be based on a project-specific estimated cost.
- 3. CASH ADVANCE. A cash Advance will be required only if Applicant's excess allowance is less than PG&E's total estimated installed cost to complete a Distribution Line Extension.

¹ The interim policy of Common Treatment for Excess PEV Charing Costs was set forth in Commission Decision (D.)11-07-029, and extended in D.13-06-014, D.16-06-011, Rulemaking (R.) 18-12-006 Scoping Memo and Ruling, and most recently the Administrative Law Judge's Ruling Extending Interim Policy on Common Facility Costs Related to Electric Rules 15 and 16 issued in R.18-12-006 on November 23, 2020. The interim policy was extended indefinitely per PUC 740.19(d)(3) unless the CPUC revises it at a later date.

(Continued)



ELECTRIC RULE NO. 21
GENERATING FACILITY INTERCONNECTIONS

E. INTERCONNECTION REQUEST SUBMISSION PROCESS (Cont'd.)

1. OPTIONAL PRE-APPLICATION REPORT (Cont'd.)

ii. Behind the Meter Interconnection Package

Upon receipt of a completed Enhanced Pre-Application Report Request for Behind the Meter Interconnection Package and a non-refundable fee of \$800, and additional \$100 fee if applicable, Distribution Provider shall provide the enhanced pre-application data described in this section within thirty (30) Business Days of receipt. Distribution Provider shall conduct a physical verification based on field confirmation.

If a third party is submitting an Enhanced Pre-Application Report Request for Behind the Meter Interconnection Package on behalf of the Applicant, an Authorization to Receive Customer Information or Act on a Customer's Behalf [PG&E Form 79-1095, ~~SCE Form 14-796, SDG&E Form 185-1000~~] shall be required to be submitted as part of the Pre-Application Report Request. Distribution Provider shall notify the Applicant if additional processing time will be required.

(T)

The Behind the Meter Interconnection Package will include the following information if available:

1. Relevant line section(s) absolute minimum load, and minimum load during the 10 AM – 4 PM period (provided when SCADA data is available)
2. Transformer Data
 - (a) Existing service transformer kVA rating
 - (b) Primary Voltage and secondary Voltage rating
 - (c) Configuration on both Primary and Secondary Side (i.e., Delta, Wye, Grounded Wye, etc.)
 - (d) Characteristic impedance (%Z)
 - (e) Confirm if the transformer is serving only one customer or multiple customers
 - (f) Provide the Available Fault Current on both the Primary and Secondary Side

(Continued)



ELECTRIC RULE NO. 21
GENERATING FACILITY INTERCONNECTIONS

- F. REVIEW PROCESS FOR INTERCONNECTION REQUESTS (Cont'd.)
 - 3. DETAILED STUDY INTERCONNECTION REVIEW PROCESS (Cont'd.)
 - b. Independent Study Process (Cont'd.)
 - iv) Modifications (Cont'd.)

At the Interconnection System Impact Study results meeting, Applicant should be prepared to discuss any desired modifications to the Interconnection Request. After the issuance of the final Interconnection System Impact Study report, but no later than five (5) Business Days following the Interconnection System Impact Study results meeting, Applicant shall submit to Distribution Provider, in writing, (i) modifications to any information provided in the Interconnection Request, including that information required for the Cost Envelope Option, if applicable, or (ii) confirmations of no modifications. Distribution Provider will forward Applicant's request for modification to the CAISO, if applicable, within two (2) Business Days of receipt. If no Interconnection System Impact Study results meeting is held, Applicant shall submit to Distribution Provider any requested modifications within twenty-five (25) Business Days of the receipt of the final Interconnection System Impact Study report.

Modifications permitted under this Section F.3.b.iv shall include specifically: (a) a decrease in the electrical output (MW) of the proposed Generating Facility; (b) modifying the technical parameters associated with the Generating Facility technology or the Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For any modifications other than those permitted above, Distribution Provider, in coordination with CAISO, if applicable, will evaluate whether the proposed modification to the Interconnection Request constitutes a Material Modification. Distribution Provider will inform Applicant in writing whether the modifications would constitute a Material Modification (i) for Interconnection Requests that have not elected the Cost Envelope Option, within ten (10) Business Days of receipt of the proposed request for modification, and (ii) for Interconnection Requests that have elected the Cost Envelope Option, within twenty (20) Business Days of receipt of the proposed request of modification.

(T)

(Continued)

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GENERATING FACILITY INTERCONNECTIONS

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- F. REVIEW PROCESS FOR INTERCONNECTION REQUESTS (Cont'd.)
 - 3. DETAILED STUDY INTERCONNECTION REVIEW PROCESS (Cont'd.)
 - c. Distribution Group Study Process (Cont'd.)
 - vi) Modifications (Cont'd.)

Modifications permitted under this Section F.3.c.vii shall include specifically: (a) a decrease in the electrical output (MW) of the proposed Generating Facility; (b) modifying the technical parameters associated with the Generating Facility technology or the Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For any modifications other than those permitted above, Distribution Provider, in coordination with CAISO, if applicable, will evaluate whether the proposed modification to the Interconnection Request constitutes a Material Modification. Distribution Provider will inform Applicant in writing whether the modifications would constitute a Material Modification within ten (10) Business Days of receipt of the proposed request for modification. Any change to the Point of Interconnection, except for that specified by Distribution Provider in an Interconnection Study or otherwise allowed under this Section F.3.c.vii, shall constitute a Material Modification. (T)

If the proposed modification is determined to be a Material Modification, Applicant may either withdraw the proposed modification or proceed with a new Interconnection Request for such modification. Applicant shall make such determination within ten (10) Business Days after being provided the Material Modification determination results.

Proposed modifications determined not to be Material Modifications may still necessitate the need to re-evaluate the DGS Phase I Interconnection Study to determine modifications to the Interconnection Facilities and Distribution Upgrades. Such re-evaluation will occur during the DGS Phase II Interconnection Study.

(Continued)

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Robert S. Kenney
Vice President, Regulatory Affairs

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Effective May 19, 2021
Resolution

**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 Community Choice Association
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
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