

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE



July 6, 2021

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

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

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

Dear Mr. Jacobson:

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

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

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

March 9, 2021

Advice 4350-G-A/6050-E-A

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

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

Purpose

Pacific Gas and Electric Company (PG&E) is submitting this supplemental to Advice 4350-G-A/6050-E to correct non-substantial errors in the original advice letter. The affected tariff sheets are listed on the enclosed Attachment 1. This supplemental advice letter supplements the original advice letter (Advice 4350-G-A/6050-E) by providing additional information.

Background

The California Consumer Privacy Act (CCPA) requires that "a business that collects a consumer's personal information shall, at or before the point of collection, inform consumers as to the categories of personal information to be collected and the purposes for which the categories of personal information shall be used."

On February 4, 2021, PG&E submitted Advice 4350-G-A/6050-E - *Addition of Privacy Statement Pursuant to the California Consumer Privacy Act and other Updates to PG&E's Gas and Electric Sample Forms*. Advice 4350-G-A/6050-E modified a number of Sample Forms within our tariff book that collects personal information, to include a footer that directs the individual completing the form to the [PG&E's Privacy Policy](#) posted on pge.com to learn more about how PG&E uses this information. On February 26, 2021, the Energy Division suspended Advice 4350-G-A/6050-E pending further review for up to 120 days beginning on March 7, 2021.

PG&E is supplementing Advice 4350-G-A/6050-E to correct the following issues:

- Reinsert associated Attachments or Exhibits to tariffs Sample Forms that were inadvertently omitted in the submission of the Sample Form in Advice

4350-G/6050-E. The privacy statement was added to the based documents in 4350-G/6050-E, but in some of the Sample Forms the previously approved attachments or exhibits, where no revisions were made, were inadvertently left out. The based document, along with the attachments are now being submitted with the updated footers to reflect the submittal of this advice letter.

- Replacement of Sample Forms with newly approved version of the form that were approved in another advice letter after the submission of the original Advice 4350-G/ 6050-E. Other than the privacy policy footer, no other revisions are being made to the forms.
- Reformatting of some Sample Forms to eliminate superfluous line spacing and page breaks within the document without altering the language of the form itself.
- Insertion of Sample Form 79-1148 to the cover sheet for Sample Form 79-1148. PG&E mistakenly attached Sample Form 79-1048 to the cover sheet for Sample Form 79-1148. No additional revisions are being made to the text of the document.
- Addition of privacy policy footnote to Form 79-1202 - *NEM2A Load Aggregation Appendix*. Form 79-1202 was inadvertently not included in the original Advice 4350-G/6050-E, and is being included in this supplemental advice letter.
- Removal of Attachment B to Sample Form 79-982 - *Electronic Commerce System User Agreement*. Sample Form 79-982-B is a stand-alone tariff and should not have been attached to the based document (Sample Form 79-982) in Advice 4350-G/6050-E.
- Addition of PG&E and customer contact information to page 13 of Electric Sample Form 79-1069 - *Generating Facility Interconnection Agreement (Multiple Tariff)*.

Tariff Revisions

Below is a summary of the Sample Forms being revised in this supplemental. The affected tariff sheets are listed on the enclosed Attachment 1.

Sample Form Number	Modification
• Gas Sample Form 79-753 - <i>Compressed Natural Gas Fueling Agreement*</i>	Reinsertion of previously approved Exhibit A that was unintentionally left out of Advice 4350-G/6050-E. Removal of "Exhibit B" label in header of pages 2-4 that was inadvertently added to base document. No additional changes are being made to the text of the document.

Sample Form Number	Modification
• Gas Sample Form 79-756 - <i>Natural Gas Service Agreement.</i>	Reinsertion of previously approved exhibits that were accidentally left out of Advice 4350-G/6050-E. No additional changes are being made to the text of the document.
• Gas Sample Form 79-982 - <i>Electronic Commerce System User Agreement*</i>.	Removal of Attachment B to the base Sample Form. Form 79-982-B is a stand-alone tariff and should not have been attached to Sample Form 79-982 in Advice 4350-G/6050-E. No additional changes are being made to the text of the document.
• Electric Sample Form 79-1069 - <i>Generating Facility Interconnection Agreement (Multiple Tariff)*.</i>	Adding PG&E contact information and description of customer contact information on page 13 of Agreement. No additional changes are being made to the text of the document.
• Electric Sample Form 79-1075 - <i>Notice to Add or Delete Customers Participating in the Capacity Bidding Program*.</i>	Replacing Form 79-1075 with newly approved version of the form from Advice 6072-E that was approved on March 8, 2021, after the submittal of the original Advice 4350-G/ 6050-E.
• Electric Sample Form 79-1078- <i>Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas and Electric Company's Street Light Facilities.</i>	Reinsertion of previously approved Exhibit A and B that was unintentionally left out of Advice 4350-G/6050-E. No additional changes are being made to the text of the document.
• Electric Sample Form 79-1105- <i>Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas And Electric Company's Street Light Facilities.</i>	Reinsertion of previously approved Exhibits A & B that accidentally left out of Advice 4350-G/6050-E. No additional changes are being made to the text of the document.
• Electric Sample Form 79-1148- <i>Direct Access Customer Replacement Declaration*.</i>	Insertion of Sample Form 79-1148 to the cover sheet for Sample Form 79-1148. PG&E mistakenly attached Sample Form 79 1048 to the cover sheet for Sample Form 79-1148 in Advice 4350-G/6050-E. Addition of privacy statement in footer of first page of form.

Sample Form Number	Modification
• Electric Sample Form 79-1151-A - <i>Agreement And Customer Authorization Net Energy Metering For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less*.</i>	Replacing Form 79-1151-A with newly approved version of the form from Advice 5938-E that was approved on March 8, 2021, after the submittal of the original Advice 4350-G/ 6050-E.
• Electric Sample Form 79-1151-A-02- <i>Agreement And Customer Authorization Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less*.</i>	Replacing Form 79-1151-A-02 with newly approved version of the form from Advice 5938-E that was approved on March 8, 2021, after the submittal of the original Advice 4350-G/ 6050-E.
• Electric Sample Form 79-1153-02- <i>NEM2A Load Aggregation Appendix.</i>	Reformatting of Form 79-1153-02 to eliminate extra line spacing and page breaks within the document without modifying the language of the form itself.
• Electric Sample Form 79-1158- <i>Electric Vehicle Submetering Meter Data Management Agent (MDMA) Registration Agreement.</i>	Reformatting of Form 79-1158 to eliminate unnecessary line spacing and page breaks within the document without changing the language of the form itself.
• Electric Sample Form 79-1190- <i>Virtual Net Energy Metering (NEM2V) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less.</i>	Reformatting of Form 79-1190 to move footnote that appears in middle of page 4 to bottom of page and sequentially renumber footnote without altering the language of the form itself.
• Electric Sample Form 79-1193 - <i>Agreement and Customer Authorization Net Energy Metering Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less Paired with Energy Storage of 10 Kilowatts or Less*.</i>	Replacing Form 79-1193 with newly approved version of the form from Advice 5938-E that was approved on March 8, 2021, after the submittal of the original Advice 4350-G/ 6050-E.
• Electric Sample Form 79-1193-02 - <i>Agreement and Customer Authorization Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 kW or Less with Energy Storage of 10 kW or Less*.</i>	Replacing Form 79-1193-02 with newly approved version of the form from Advice 5938-E that was approved on March 8, 2021, after the submittal of the original Advice 4350-G/ 6050-E.

Sample Form Number	Modification
• Electric Sample Form 79-1202 - Load Aggregation Appendix*.	Addition of privacy policy footnote to Form 79-1202. Form 79-1202 was inadvertently not included in the original Advice 4350-G/6050-E.
• Electric Sample Form 79-992 Customer Generation Agreement (Third Party Generator on Premises Non-Exporting).	Reformatting of Form 79-992 to eliminate the breaking of footnote across two pages without altering the language of the form itself.

* Sample Form included in Attachment 2 – Redline Tariffs.

For convenience of the reader, where text has been revised in the Sample Forms, PG&E has included the redline revisions in Attachment 2. The redlines tariffs in Attachment 2 do not include tariffs where previously approved attachments or exhibits have been reinserted back into the Sample Form, nor do they include Sample Form that have been reformatted to eliminate extra line spacing or page breaks within the document without modifying the language of the form.

PG&E is working with our vendors and Information Technology (IT) department to update the forms and will distribute the forms with the revised footers as soon as they become available.

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

Protests

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

Pursuant to G.O. 96-B, Section 7.5.1, PG&E respectfully requests to maintain the original protest designated in Advice 4350-G/6050-E, which is February 24, 2021. Protests must be submitted to:

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

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

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

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

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

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

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

PG&E respectfully requests that this Tier 1 advice letter become effective concurrent with original Advice Letter 4350-G/6050-E, which is February 4, 2021.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachments

cc: Service List



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

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

Utility type:

☒ ELC ☒ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Stuart Rubio

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: SHR8@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 4350-G-A/6050-E-A

Tier Designation: 1

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

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

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ 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: 2/4/21

No. of tariff sheets: 27

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

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

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

Tariff schedules affected: See Attachment 1

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

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

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

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

Clear Form

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
37001-G	Gas Sample Form No. 79-753 Compressed Natural Gas Fueling Agreement Sheet 1	34629-G
37002-G*	Gas Sample Form No. 79-756 Natural Gas Service Agreement Sheet 1	36435-G
37003-G	Gas Sample Form No. 79-982 Electronic Commerce System User Agreement Sheet 1	30711-G
37004-G*	GAS TABLE OF CONTENTS Sheet 1	36988-G*
37005-G*	GAS TABLE OF CONTENTS Sheet 10	36905-G
37006-G	GAS TABLE OF CONTENTS Sheet 11	36906-G



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Cancelling Revised
Revised

Cal. P.U.C. Sheet No. 37001-G
Cal. P.U.C. Sheet No. 34629-G

Gas Sample Form No. 79-753
Compressed Natural Gas Fueling Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 4350-G-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted March 9, 2021
Effective February 4, 2021
Resolution _____



COMPRESSED NATURAL GAS FUELING AGREEMENT

DISTRIBUTION

- ☐ Customer
- ☐ Gas Billing Solutions (Original)
- ☐ Division Billing Analyst
- ☐ NGV Customer Service

REFERENCES

SA#: _____
Account#: _____
NGV Customer
Service Rep: _____
NGV Customer Service
Contact # 1-800-684-4648

GENERAL

1. This Agreement, between Pacific Gas and Electric Company (PG&E), a California corporation, and _____ (Customer), a(n) _____, is for compressed natural gas (CNG) for fueling of motor vehicles.
2. Customer agrees to purchase and PG&E agrees to provide CNG pursuant to the terms of this Agreement and to experimental rate Schedule G-NGV2, or its successor.
3. Customer agrees to provide a written list of all vehicles, including make, model, year, and vehicle identification number, which will be using CNG. The Customer agrees to notify PG&E if any of the vehicles are taken out of service, no longer fueled by CNG, or other vehicles converted to use CNG.
4. This Agreement includes Exhibit A (Certificate of Instruction for Fueling Natural Gas Vehicles) and Exhibit B (Certificate of Inspection for Compressed Natural Gas Vehicle Fuel System). All Exhibits are incorporated into and made a part of this Agreement. Exhibits may be amended from time-to-time in accordance with this Agreement. All applicable PG&E gas rules in effect at the time of execution and any amendments thereto during the term of this Agreement are incorporated in this Agreement by reference.
5. Both Customer and PG&E agree to abide by the terms of the above rate Schedule and its successor, as well as all effective rules in PG&E's gas tariffs.

FUELING LOCATION

6. PG&E will provide locations for fueling of Customer's vehicles. All fueling will be provided at designated PG&E fueling stations where excess capacity is available. Customer agrees to obey posted speed limits and to operate their vehicles in a safe manner at refueling locations.
7. Customer access time shall be mutually arranged.
8. Fueling will be accomplished using the fast-fill CNG dispensing system. Customer will be provided one (1) card key per vehicle which will be used to initiate fueling. Customer will be held responsible for the safe keeping of the card key and may be charged for replacement of said card key if it is lost or stolen. It shall be the responsibility of the Customer to notify PG&E immediately if said key card is lost or stolen.
9. Training certification will be required for each new account individual who may fuel a natural gas vehicle. Each operator shall be responsible for completing a Certificate of Instruction for Fueling Natural Gas Vehicles (Exhibit A) or for completing a comparable fueling-instruction session verified and approved by PG&E.

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

CERTIFICATE OF INSPECTION OF NATURAL GAS VEHICLE FUEL SYSTEM

10. CNG Vehicle Fuel Tank Inspections - Customer must provide evidence of the cylinder and fuel system inspection for each of Customer's vehicles to PG&E. Proof of inspection shall consist of the fully completed inspection form set forth in Exhibit B, accompanied by the automobile repair/inspection business work order showing the business letterhead, date, inspector name and qualifications, and the results of the performance of the inspection. PG&E reserves the right to suspend Customer's access to PG&E's fueling services if Customer has failed to provide the documentation specified in this paragraph establishing that each vehicle has passed inspection within the preceding three (3) years or 36,000 miles, or until such time as PG&E is provided the required documentation showing that a qualified inspector has inspected and found the system to be fit for service.

BILLING

11. PG&E will bill customer at the applicable rate(s) set forth above for the total compressed natural gas service during the billing period. PG&E will send the Customer's monthly billing to the following address:

TERM AND TERMINATION

12. This Agreement shall become effective commencing the date the card key has been activated by PG&E. This Agreement shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice.
13. PG&E reserves the right to immediately deactivate an assigned card key and terminate this Agreement as a result of a Customer's unsafe fueling and/or driving practices at a PG&E designated fueling station, or delinquent payment of bills for services rendered.

COMMUNICATIONS

14. Any communications concerning fueling card-key requests shall be in writing or in electronic form via an email or an internet message. Written communications can be delivered either by hand or by certified delivery to the appropriate address, as follows:

To the Customer:

Email Address:

CERTIFICATE OF INSPECTION OF NATURAL GAS VEHICLE FUEL SYSTEM

To PG&E: PG&E NGV Customer Service

4180 Duluth Avenue

Rocklin, CA 95765

Email Address: ngvinfo@pge.com

15. Either party must designate by written notice any change of address to which formal communications should be sent. Formal communications shall be deemed effective when received.

LIABILITY

16. Customer accepts all risks related to the operation and fueling of Customer's motor vehicles at PG&E's CNG fueling station(s) and agrees to hold PG&E and its employees harmless from any and all damages resulting from ingress, egress, and fueling with CNG at any PG&E facility or any other damage or injury whether to persons or property as a result of or in direct relationship to the fueling of Customer motor vehicles with CNG, excepting only such damage or injury caused by the sole negligence or willful misconduct of PG&E.

RIGHTS TO DATA

17. PG&E has the right to collect, use, or distribute all vehicle performance data relating to the Customer's CNG vehicle operations.

ASSIGNMENT

18. This Agreement may not be assigned by either party without the written consent of the other. If this Agreement is assigned, it shall be binding on the party to which it is assigned. Assignment of this Agreement shall not release the assigning party from any of its obligations under this Agreement unless such a release is agreed to in writing by the other party and the assuming party.

EXCLUSIVE NATURE AND INTERPRETATIONS

19. This Agreement does not change the obligations, restrictions or rights contained in other agreements between the parties unless expressly indicated in this Agreement. Customer and PG&E agree that all understandings between them regarding this Agreement are set forth or referenced in this Agreement. No agreements, representations, memoranda, or other forms of communication, written or oral, exchanged before the signing of this Agreement, shall be grounds for altering or interpreting the terms of this Agreement.
20. This Agreement shall be interpreted under the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This Agreement and the obligations of the two parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).

REGULATORY

21. This Agreement shall at all times be subject to any changes or modification the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may

CERTIFICATE OF INSPECTION OF NATURAL GAS VEHICLE FUEL SYSTEM

be to this Agreement or to PG&E's applicable tariff schedules. PG&E shall notify the Customer of any such changes or modifications which may affect Customer's obligations under this Agreement.

PACIFIC GAS AND ELECTRIC COMPANY

_____ (Customer)	_____
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Federal Tax ID/CA Drivers License No.)	
_____ (Date)	_____ (Date)

Incorporated Attachments:

Exhibit A - Certificate of Instruction Form for Natural Gas Fueling

Exhibit B – Certificate of Inspection for Compressed Natural Gas Vehicle Fuel System

Illustrative Attachments: Rate Schedule G-NGV2



CNG Fueling Agreement

Exhibit A

Certificate of Instruction for Fueling Natural Gas Vehicles

INSTRUCTIONS: One form is to be completed for each new account individual who may fuel a natural gas vehicle at a PG&E CNG station. Each individual shall receive training and shall demonstrate three (3) full fueling cycles to qualify them as a station operator, and will sign and date a form at the completion of the training. Customer shall be required to sign one form.

HOW TO SAFELY OPERATE A PG&E CNG STATION FOR CNG VEHICLE FUELING

The following procedures shall be followed:

1. No smoking or open flame shall be allowed within 25 feet of the fueling area.
2. CNG cylinders must comply with DOT FMVSS 304 and/or ANSI/AGA requirements. Vehicles must comply with NFPA 52. A current CNG fuel system inspection record must be on file with PG&E (required every 3 years or 36,000 miles).
3. Vehicle must be shut off, and the emergency brake must be set during entire fueling process.
4. Evaluate station safety signage, read all instructions and look for signs of damage or vandalism.
5. Remove fueling nozzle from dispenser. Verify the valve is in the "VENT (OFF)" position.
6. Inspect fueling hose, break-away device and nozzle for damage prior to making connection to vehicle.
7. Make connection to vehicle and ensure nozzle is secured to vehicle receptacle.
8. Turn nozzle handle to the "FILL (ON)" position.
9. Enable dispenser by inserting fueling card into card reader and follow instructions on display.
10. Begin fueling vehicle by lifting on/off handle at front of dispenser to the ON position.
11. Do not re-enter vehicle during fueling, this creates static electricity and leads to hose drive-off's.
12. When fueling has automatically ended or to end at any time, lower on/off handle to the OFF position.
13. Turn the nozzle handle to "VENT (OFF)" position, disconnect the nozzle from vehicle, and return to its stored location on the dispenser.
14. User will report safety hazards or equipment and property damage to PG&E as soon as possible via the on-site emergency telephone.
15. In the event of an emergency, and if safe to do so, user will push an Emergency Shut Down (ESD) device button to disable station operation, and immediately call 911 or report the incident via the on-site emergency telephone.

I hereby certify that I have been trained to properly fuel natural gas vehicles as outlined above.

Date of Instruction

Operator's Signature

PG&E Employee's Signature
(or designated instructor)

I hereby further certify that I will not permit any non-certified person to use my key card for fueling natural gas vehicles.

Customer
(Print name)

Customer's/Operator's Signature

Date



Certificate of Inspection

of Compressed Natural Gas Vehicle Fuel System

Exhibit B



INSTRUCTIONS: Both sides of this Certificate of Inspection are to be completed and signed by the automotive repair/inspection service, and signed by the PG&E CNG customer. **Inspector: If you can't resolve an issue, leave the answer blank and explain in the comments.** Any answer of "No" or "N" should be explained in the comments section. Mail this completed Certificate of Inspection, or a photocopy, to: **PG&E—Natural Gas Vehicle (NGV) Customer Services, 4180 Duluth Avenue, Rocklin, CA 95765.** Please include the automotive repair/inspection work order showing the inspection business letterhead, date, inspector name, qualifications summary and results of the inspection.

Customer Name	Vehicle State of License and Number	Odometer Reading	
Vehicle Make	Model	VIN	Model Year
Cylinder #1 Manufacturer	Part#(s)	Serial #(s)	Pressure Rating
Cylinder #2 Manufacturer	Part#(s)	Serial #(s)	Pressure Rating
Cylinder #3 Manufacturer	Part#(s)	Serial #(s)	Pressure Rating
Cylinder #4 Manufacturer	Part#(s)	Serial #(s)	Pressure Rating

CYLINDER: If the cylinder(s) has passed inspection within the last three years and within 36,000 miles, only questions 2, 3, 14-22 of this form need be completed along with proof of the prior inspection, the customer and vehicle information and final signatures of inspector and customer. Please record the inspection date and any other pertinent information in the comment section on the next page of the form.

Reason for inspection (check one) ☐ 3 years ☐ 36,000 miles ☐ Vehicle in an accident ☐ Other: _____

Inspection Content	Cylinder # Inspection Results	1		2		3		4	
		Yes	No	Yes	No	Yes	No	Yes	No
1. Record the cylinder expiration dates (month/year) shown on the cylinder label(s). Expired cylinders must be removed from service following manufacturer guidelines or instructions.		Mo/Yr		Mo/Yr		Mo/Yr		Mo/Yr	
2. The owner indicates no events or incidents have occurred that damaged or over pressurized the cylinder(s) and no modifications have been made to the system. Record details in comments section.		Y	N	Y	N	Y	N	Y	N
3. Cylinder labels are present and specifically state compliance with ANSI NGV-2.		Y	N	Y	N	Y	N	Y	N
4. Cylinder service pressure markings match vehicle service pressure markings (3000 or 3600 PSIG).		Y	N	Y	N	Y	N	Y	N
5. Each cylinder has a PRD in good condition with no visible extrusion of fusible metal.		Y	N	Y	N	Y	N	Y	N
6. Any cuts or abrasion damage are within tolerance. Please cite the reference used that contains tolerance in the comments section (i.e. CGA C-6.4). Circle level of worst damage below (I, II or III).		Y	N	Y	N	Y	N	Y	N
7. Cylinder is free of surface discoloration, cracked resin, chipping, loose fibers, bubbles or bulges and no evidence of exposure to fire or extreme temperatures or involvement in an accident over 5MPH.		Y	N	Y	N	Y	N	Y	N
8. Area under the mounting brackets has been examined and is in good condition.		Y	N	Y	N	Y	N	Y	N
9. Cylinder is securely mounted to vehicle and protected from sun exposure, road hazards, excessive heat, vehicle use (including cargo leakage), shifting loads, abrasion, external impacts, etc.		Y	N	Y	N	Y	N	Y	N
10. Cylinder mounting bracket is rubber-padded and free of dirt and damage and is not causing cylinder damage. Mounting brackets are in good condition and not corroded, bent or deformed. Cylinder is firmly restrained by the brackets and does not move independent of brackets or vehicle.		Y	N	Y	N	Y	N	Y	N
11. Minimum 1/2" clearance around cylinder and 3/8" from shields.		Y	N	Y	N	Y	N	Y	N
12. If the cylinder is housed in the passenger compartment or trunk, the valve end with PRD is properly sealed and vented to the outside of the vehicle.		Y	N	Y	N	Y	N	Y	N
13. Engine compartment and fuel receptacle areas are labeled with CNG system service pressure and tank expiration dates.		Y	N	Y	N	Y	N	Y	N
Check one ☐ Level I: No damage or acceptable damage. Repair is not required. Return cylinder to service. ☐ Level II: Damage requires repair, more thorough evaluation, testing, or destruction. Refer to manufacturer's info. ☐ Level III: Damage sufficiently severe such that cylinder should be condemned (not repaired).									

OTHER FUEL SYSTEM COMPONENTS: If an existing tank inspection record is current within three years, the inspector has the option of only performing and completing the following portion of the inspection, and excluding the cylinder(s). If so, please do complete question 2 and 3 above.

Inspection Content	Cylinder # Inspection Results	1		2		3		4	
		Yes	No	Yes	No	Yes	No	Yes	No
14. Fuel system components including but not limited to valve and/or pressure relief device assemblies, pressure gauges and pressure regulators are in good condition and free of damage.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
15. Fuel system components, connections, threaded fittings and any leak points were leak checked with a leak detection solution or methane detector, and there is no indication of any system leaks.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
16. Vehicle is equipped with two back-flow check valves on fill line and a ¼-turn emergency off valve.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
17. Hoses, if any, are rated for the applicable service pressure and are in good condition.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
18. Fueling receptacle pressure rating matches that of the fuel system (3000 vs. 3600 PSIG). If receptacle pressure rating is greater than any one cylinder pressure rating, PG&E considers the system could have been over pressurized, so the cylinder/fuel system MUST BE rejected as potentially unsafe.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
19. Fueling receptacle is in good condition, securely attached, not worn, and leak free.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
20. Installation meets applicable NFPA 52 standards at time of construction/installation.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
21. Is the fuel system fit for continued service? Any one cylinder or fueling system component that is not satisfactory renders the system unsafe. If in the judgment of the inspector the fuel system is unsafe, the inspector is requested to send a copy of this form directly to PG&E.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
22. Examination stickers have been applied to the cylinders, receptacle area and engine compartment indicating cylinder expiration date and next inspection date.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N

INSPECTOR COMMENTS: Summary of examination, any “no” answers, and description of damage and/or adverse findings. Explain repairs or replacement of components if any, and explain any questions left blank. If the tank inspection has been performed within the last three years and is not part of this inspection, please record the tank inspection date and any relevant remarks here.

RECOMMENDED REPAIRS (Please note if a separate page is used for additional comments.)

PG&E Account Number

PG&E Fuel Card Number

Customer Email Address

Customer Contact Phone Number

Inspector’s Signature

Inspector’s Printed Name

Inspector qualifications, certification number or other pertinent information

Inspector’s Contact Information (email or phone)

Date of Inspection

☐ I certify that this inspection form applies to an inspection conducted on the vehicle I have registered with PG&E’s NGV fueling service.

PG&E Fueling Customer’s Signature

Date

Instructions for inspectors

PG&E, out of concern for the safety of its customers, the public and PG&E employees, is implementing a CNG vehicle fueling system inspection requirement for its customers. The purpose of this Certificate of Inspection form is to capture all the items PG&E wants to have inspected, and to best confirm the safety of the vehicle CNG fuel system. Many of the elements of these inspections are consistent with inspection requirements from applicable codes. A few additional requirements help ensure the total system is safe. PG&E has no input on the kinds of vehicles you may choose to inspect, other than PG&E hopes that inspection services will be available to all PG&E CNG fueling service customers.

1. If you, the inspector, are not sure of your qualifications, please contact PG&E. Inspector qualifications (to be added by the inspector to the form), consist of at least one of the following.
 - Two years experience conducting CNG cylinder inspections.
 - Supervision by a person with two years experience conducting CNG cylinder inspections.
 - Approval by the manufacturer of the CNG cylinder being inspected.
 - Certification as an inspector by one of the organizations with specific Fuel Gas Vehicle (FGV) training centers with the Fuel Gas (FG) cylinder standards recommended inspection guidelines.
 - Certification as an inspector by a state or nationally recognized organization that tests for specific knowledge of applicable FG cylinder standards recommended guidelines.
 - Certification as an inspector by the authority having jurisdiction (AHJ).
2. Cylinder shall be inspected in accordance with the cylinder manufacturer’s recommendations and the inspection procedures provided in the Compressed Gas Association (CGA) pamphlet C-6.4.
3. If in the judgment of the inspector, the fuel system is unsafe, the inspector is requested to send a copy of this form directly to PG&E at the U.S. mailing address on the front side of this form or email a copy to ngvinfo@pge.com.

4. Each vehicle must have its own form.
5. Questions on the form that the inspector cannot respond to should be left blank, and the concerns or issues should be noted in the inspector comments section on side two. Use a separate page if more space is needed for comments.
6. Call PG&E at the number at the bottom of the page if you have issues or questions you want to discuss with program or technical experts. We will make every attempt to call you back promptly, sometimes within the hour.
7. Call PG&E at the number at the bottom of the page to request a loan of these tools at no charge, if needed.
 - PG&E will loan a P36 fueling nozzle to inspection service companies that the inspector can use to check the pressure rating of the vehicle fuel receptacle.
 - PG&E will loan a plug or ring gauge to inspection service companies for use in inspecting the condition of the fueling receptacle.
8. Call PG&E for a supply of tank inspection stickers.
9. If the customer is within the three year/36,000 mile inspection window, such that the tank need not be inspected, PG&E hopes the inspection service can give the customer the option of paying a reduced fee for inspecting the rest of the fuel system and the receptacle, omitting an inspection of the tank. The inspector should enter the inspection date found on the sticker on the tank onto the PG&E inspection form. The inspection form is designed in two sections to accommodate this. In this case, the customer should be advised to provide the evidence of inspection already in hand that demonstrates the safety of the tank, to PG&E. PG&E’s concern is that typical tank inspections do not address inspection form questions 18, 19 and 21.

NGV Customer Services:
1-800-684-4648
ngvinfo@pge.com
pge.com/cng

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



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Revised
Cancelling Revised

Cal. P.U.C. Sheet No. 37002-G*
Cal. P.U.C. Sheet No. 36435-G

Gas Sample Form No. 79-756
Natural Gas Service Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 4350-G-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted March 9, 2021
Effective February 4, 2021
Resolution _____



NATURAL GAS SERVICE AGREEMENT

DISTRIBUTION

- ☐ Customer
- ☐ Division ES&S
- ☐ Tariff Interpretations
- ☐ Gas Billing Solutions
- ☐ _____
- ☐ _____

REFERENCES

Tansp.ID.#: _____
Account ID#: _____
SA#: _____
Other Agmts: _____
CRM: _____
CRM. Phone: _____
D&B # or Taxpayer ID: _____

GENERAL

1. This Natural Gas Service Agreement (NGSA), between Pacific Gas and Electric Company (PG&E), a California Corporation, and _____ (Customer), a(n) _____, (together referenced as "Parties"), is for gas service to (service address): _____
2. Customer agrees to pay for, and PG&E agrees to provide, natural gas service in accordance with the provisions of this NGSA, attached exhibits, and the applicable PG&E gas rate schedule(s) and rules, as approved by the Public Utilities Commission of the State of California (CPUC).
3. This NGSA includes, where applicable, Exhibit A (A.1, A.EG, A.NGV4, A.WSL, A.LNG (Rates and Metering Information)), Exhibit B (Contract Quantities), Exhibit C (Scheduling and Operations Data), and Exhibit D (Customer Contact and Billing Addresses). All applicable Exhibits are incorporated into and made a part of this NGSA. Exhibits may be amended from time to time in accordance with this NGSA.
4. Attached to this NGSA are applicable PG&E gas rate schedule(s) and rules in effect at the time of NGSA execution. Both Parties agree to abide by the provisions of the applicable rate schedule(s), as amended or their successor rate schedules, as well as all applicable PG&E gas rules and gas tariff schedules, as may be amended from time to time.

TERM

5. This NGSA shall be effective upon the date that both Parties have executed the agreement, or on _____ (specify effective date). The initial term of this NGSA, unless otherwise specified in Exhibit A, will be twelve (12) months unless Customer ceases to take gas service at the facility served by this NGSA. After twelve (12) months, this NGSA will continue on a month-to-month basis unless terminated by Customer upon thirty (30) days' prior written notice to PG&E, or unless terminated by PG&E upon the approval of or an order by the CPUC. Termination by the Customer will take effect on the first day of the calendar month that occurs at least thirty (30) days after notification, unless otherwise agreed by PG&E. This NGSA will also terminate if Customer's gas use no longer qualifies for the rate schedule(s) specified in Exhibit A.

RATES AND CONTRACT QUANTITIES

6. The rate(s) to be charged for all natural gas service under this NGSA shall be specified in Exhibit A.
7. Contract quantities for all service under this NGSA are specified in Exhibit B.

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

NATURAL GAS SERVICE AGREEMENT

MODIFICATIONS TO NGSA AND EXHIBITS

8. Revisions or modifications to this NGSA or its incorporated exhibits must be agreed to by both Parties subject to the conditions noted below.
9. Revisions to Exhibit A: A substitution of one rate schedule(s) for other rate schedules may only be made as specified in the provisions of the applicable rate schedule(s). Unless mutually agreed to by both Parties, a change from one rate schedule to another rate schedule may only be made once every twelve (12) months. Such revisions must be agreed to by both Parties. Unless otherwise agreed to by both parties, revisions will then take effect on the first day of the calendar month that occurs at least thirty (30) days after the request for the revision and remain in effect for a minimum of twelve (12) months. Negotiated provisions as specified in Exhibits A.2 or A.EG-NEG, if applicable, will be revised as specified in that exhibit.
10. Revisions to Exhibit B: Customer or PG&E may request to adjust the contract quantities specified in Exhibit B if there are changes in the equipment or operations at Customer's premises. Such changes must be consented to by the other party and a modified Exhibit B must be executed by both Parties. Such revisions will take effect as soon as they are processed by PG&E, unless Customer requests a later date.
11. Revisions to Exhibit C or D: Customer may request revisions to Exhibit C or D at any time. Such revisions will take effect as soon as they are received and processed by PG&E, unless Customer requests a later date. Revisions to Nominating Marketer and Nominating Marketer ID Numbers on Exhibit C and Formal Communications contact and mailing address on Exhibit D must be requested in writing. All other revisions to Exhibit C or D can be changed by Customer directly contacting PG&E. Nominating Marketer contact information may be changed by Customer or Nominating Marketer by directly contacting PG&E.

COMMUNICATIONS

12. Communications about routine operations such as start-ups, shut-downs, gas nominations and scheduling, should be directed by Customer to PG&E using the addresses specified in Exhibit C.
13. Formal communications concerning this NGSA shall be in writing. Formal communications are those for anything other than routine operations. Formal communications include modifications to rate schedules, nominating marketers, and contract quantities. Formal communications are to be delivered to the appropriate address, as specified in Exhibit D. Either Party must designate by written notice any change of address to which formal communications should be sent.

BILLING

14. PG&E will bill Customer at the applicable rate(s) set forth in Exhibit A for natural gas service during the billing month.
15. PG&E will initially send Customer's monthly billings to the address specified in Exhibit D. Customer may request a change to the mailing address by directly contacting PG&E.

NATURAL GAS SERVICE AGREEMENT

ASSIGNMENT

16. This NGSA shall not be assigned by either Party without the written consent of the other. Such consent shall not be unreasonably withheld. Any successor to or transferee or assignee of the rights of a Party, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all terms and conditions of this NGSA to the same extent as though such successor, transferee or assignee were an original Party. Assignment of this NGSA shall not release the assigning Party from any of the obligations under this NGSA unless such a release is agreed to in writing by the other Party and the assignee. Notwithstanding the above, assignment of the entire interest and obligations of PG&E hereunder may be made to a parent or Affiliate of PG&E, or to an entity succeeding to all or substantially all of the business properties and assets of PG&E, following written notice to Customer and without obtaining the written consent of the Customer.

EXCLUSIVE NATURE AND INTERPRETATIONS

17. With the exception of the CPUC-approved tariff and rule changes as provided in paragraph 27, and for changing contact names, mailing addresses, e-mail addresses, telephone and fax numbers as provided for in paragraphs 8, 11, and 15, no subsequent modification or amendment of this NGSA or of any of its exhibits shall be effective unless in writing, and accompanied by a Natural Gas Service Agreement Modification Revised Exhibits Form (Form No. 79-757) signed by a duly authorized representative of each Party.
18. This NGSA does not change the obligations, restrictions or rights contained in other agreements between Parties unless expressly indicated in this NGSA. Customer and PG&E agree that all understandings between them regarding the gas service to be provided under this NGSA are set forth or referenced in this NGSA. No agreements, representations, memoranda, or any other form of communication, written or oral, exchanged before the signing of this NGSA (other than PG&E's tariffs), shall be grounds for altering or interpreting the terms of this NGSA.
19. The waiver by either Party of any breach of any term, covenant or condition contained in this NGSA, or any default in the performance of any obligations under this NGSA, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.
20. This NGSA shall be interpreted under the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This NGSA and the obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this NGSA (or the successors of those authorities).
21. Complaints against PG&E arising out of this NGSA may be asserted or filed and shall be enforced only under the provisions of Section 1702 of the Public Utilities Code. Each Party shall be entitled to recover reasonable costs, including attorney fees, to collect payment for services previously performed or other amounts due and owing under this NGSA.
22. Nothing in this NGSA shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party.

NATURAL GAS SERVICE AGREEMENT

23. PG&E shall have no liability to Customer, or any assignee thereof, for any curtailments, interruptions of service or losses of gas pursuant to this Agreement, PG&E's gas Rules or rate schedules. The liability of PG&E for any curtailments, interruptions of service, or gas losses otherwise arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the gas services or facilities used or furnished by PG&E shall in no event exceed an amount equal to any applicable pro rata charges for the period during which the services or facilities are affected by the mistake, omission, interruption, loss, delay, error or defect; provided, however, that the provisions hereof shall not apply to damages caused by willful misconduct, fraudulent conduct or violations of law by PG&E.
24. No Party under this Agreement shall be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort (including negligence) or otherwise, for any breach, actions, or inactions arising from, out of, or related to this Agreement.

FORCE MAJEURE

25. In the event either Customer or PG&E is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that, upon such Party giving notice as soon as practicable in writing (or as soon as practicable by facsimile or telephone if confirmed in writing within seventy-two (72) hours) but in no event delivered to the other Party later than five (5) business days after the onset of the force majeure condition, then the obligations of the Party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the effects of the cause; provided that such notice shall give the other Party reasonably full particulars of such force majeure, including the circumstances preventing or delaying performance hereunder; and provided that the Party subject to such force majeure shall remedy it so far as possible with all reasonable dispatch; and further provided that no force majeure shall be cause for delay in the payment for services rendered prior to its inception.
26. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockage, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for making non-routine repairs or non-routine alterations to machinery or lines of pipe, freezing lines of pipe, acts of civil or military authority (including, but not limited to, courts, or administrative or regulatory agencies), and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which, by the exercise of due diligence, that Party is unable to prevent or overcome.
- a. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the Party having the difficulty.
 - b. It is understood and agreed that "force majeure" as used herein shall not include scheduled and routine maintenance and repairs of machinery and lines of pipe, operational flow orders, emergency flow orders, or diversion orders in accordance with PG&E Gas Rule 14, financial considerations, or the unavailability of upstream or downstream transportation or supply.

REGULATORY

NATURAL GAS SERVICE AGREEMENT

27. Customer shall not take any action which may subject PG&E's gas operations to the jurisdiction of the Federal Energy Regulatory Commission (FERC) or any successor to the FERC. Any such action is cause for the immediate termination of this NGSA.
28. This NGSA shall at all times be subject to any changes or modifications the CPUC may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be to this NGSA or to PG&E's applicable tariff schedules and rules.

AGREED TO BY:

PACIFIC GAS AND ELECTRIC COMPANY

(Customer)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)

Attachments: Exhibits: Exhibit A. _____-Rates and Metering Information
Exhibit B-Contract Quantities
Exhibit C-Scheduling and Operations Data
Exhibit D-Customer Contact and Billing Addresses

Tariffs: Rate Schedule(s) _____
Gas Rules 1, 2, 9, 10, 11, 12, 14, 17, 21, 29



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.EG
RATES AND METERING INFORMATION

CUSTOMER NAME: _____ **Transp. ID No.:** _____

I. TERM:

The provisions specified in this Exhibit A.EG will take effect on _____ (date), with an initial term of twelve (12) months. After the initial term, these provisions will continue on a month-to-month basis until terminated or revised by Customer or by PG&E (as specified in the NGSA), upon thirty (30) days written notice to PG&E. Termination or revision by the Customer will take effect on first day of the calendar month that occurs at least thirty (30) days after notification, unless otherwise agreed by PG&E. Per gas Rule 12, certain noncore Customers are prohibited from reclassification to core service. If this Exhibit A.EG has been revised, indicate the effective date of the latest revision here: _____ (revision effective date).

II. NONCORE RATE SCHEDULES:

Transportation: Customer elects to receive noncore natural gas transportation service under the terms and conditions of Schedule G-EG. All noncore natural gas transportation that does not qualify under Schedule G-EG is provided under the terms and conditions of Schedule G-NT. Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C, unless G-EG is taken in conjunction with a core rate schedule and gas is provided by a Core Procurement Group.

III. CORE RATE SCHEDULE(S):

This Section must be completed if Customer is taking transportation and/or procurement service under a core rate schedule in conjunction with Schedule G-EG.

☐ Non-PG&E supplied gas under Schedule G-_____ (PG&E transportation service only). Procurement service cannot be supplied by a Core Procurement Group. Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C.

☐ Gas supplied by a Core Procurement Group in conjunction with Schedule G-_____. This option is only available to a facility that 1) qualifies as a cogeneration facility pursuant to California Public Utilities Code Section 218.5 and 2) has a rated generation capacity of less than five-hundred kilowatts (500 kW) and 3) does not have a generation usage exceeding 250,000 therms per year. If gas is supplied by a Core Transport Agent (CTA), indicate the CTA Group name and number in Special Billing instructions.

IV. FRANCHISE FEE SURCHARGE EXEMPT:

☐ Enter Yes in box if Customer's usage is exempt from charges under Schedule G-SUR because Customer is a political subdivision of the state of California.¹

¹ The exemptions are specified in Schedule G-SUR.



NATURAL GAS SERVICE AGREEMENT

EXHIBIT A.EG

RATES AND METERING INFORMATION

CUSTOMER NAME: _____ **Transp. ID No:** _____

V. METERING INFORMATION: Metering and service point information will be completed and updated by PG&E, as needed.

GAS METER INFORMATION:

Service Point No.	Meter Badge Number	Submete Badge Number²	Meter Serves Core or Noncore³	BB Trans. Dist.⁴	Does Meter Only Serve Gen.Load⁵	Is Gen Load Cogen?⁶
----------------------------------	-----------------------------------	---	---	--	---	---

NET ELECTRIC OUTPUT METER INFORMATION IF GAS METER SERVES BOTH GENERATION AND NON-GENERATION LOAD: Metering and service point information will be completed and updated by PG&E, as needed. Customer-Owned metering is at PG&E's Sole Discretion.

Net Electric Output Service Point No.	Meter Badge Number	Submeter Badge Number
--	-----------------------------------	--------------------------------------

The Net Electric Output meter is owned by: (indicate below)

[] Customer-Owned: Monthly meter reads will be provided by:
____Customer or by ____PG&E (indicate by placing a check in the appropriate space).

[] PG&E-Owned

² Completed only if a subtractive meter to the primary meter exists for service point number.

³ Meters for new NGSAs or meters added to existing NGSAs must serve either 100% core or 100% noncore load. If meter serves generation load and the otherwise-applicable rate is a core rate schedule or the Customer is receiving procurement from a Core Procurement Group, "Core" will be entered.

⁴ This area is used to indicate if the meter is to be billed at the Backbone Level Rate ("BB") under Schedule G-EG. If meter serves noncore load that is not billed at the Backbone Level Rate, the designation will be "Trans" or "Dist" to indicate whether meter is connected to the Transmission or Distribution System respectively. If meter serves core load, the designation "Dist" is used.

⁵ "Yes" indicates the meter serves only electric generation (EG). "No" indicates the meter serves only non-generation Load. "Both" indicates the meter serves both generation and non-generation load.

⁶ "Yes" indicates that the generation facility qualifies as a cogeneration facility pursuant to California Public Utilities Code 218.5, otherwise, "No" will be entered. Gas that is used for generation through this meter is exempt from G-SUR charges. The exemption is specified in Schedule G-SUR.



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.EG
RATES AND METERING INFORMATION

CUSTOMER NAME: _____ **Transp. ID No:** _____

VI. HEAT RATE AND GENERATOR CAPACITY:

Enter Generator Capacity for all Customers. The Annual Average Heat Rate must be completed if the electric generation equipment does not have a separate PG&E installed gas meter. All delivered gas that does not qualify for Schedule G-EG will be billed at the otherwise applicable rate. The Annual Average Heat Rate can be adjusted by PG&E based on actual recorded values.

Generator Capacity _____ (kW)

Annual Average Heat Rate _____ (BTU/kWh)

VII. SPECIAL BILLING INSTRUCTIONS:



NATURAL GAS SERVICE AGREEMENT

EXHIBIT A.EG-NEG

NEGOTIATED TERMS AND CONDITIONS

CUSTOMER NAME: _____ **Transp.ID No:** _____

If Exhibit A.EG-NEG is used, then an Exhibits A.EG must also be completed to indicate the standard rates provided in conjunction with the negotiated provisions specified below. Exhibit A.EG is also needed to specify the accounting and metering information.

NONCORE RATE SCHEDULE(S) AND CONTRACT QUANTITIES:

Customer elects to receive natural gas service under the terms and conditions of Schedule G-EG (Gas Transportation Service to Electric Generation) under the negotiated terms and conditions set forth below. All terms and conditions not expressly set forth will be considered to be unchanged from the standard provision specified in Schedule G-EG.

1. TERM

The negotiated provisions indicated in this Exhibit A.EG-NEG shall be for _____ days, or _____ months (only indicate days if these provisions are for less than one (1) month), and become effective on _____ (date). After the end of the initial term, negotiated provision will: (select only one option)

- ☐ terminate on _____ (end date), or;
- ☐ Continue on a day-to-day basis until terminated upon thirty (30) days written notice by PG&E or Customer.

2. NEGOTIATED RATES:

Monthly Charge:

Volumetric Charge:

3. USE-OR-PAY OBLIGATION:

4. OTHER SPECIAL INSTRUCTIONS OR PROVISIONS:



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.LNG
RATES AND METERING INFORMATION

A.
CUSTOMER NAME: _____ **Transp. ID No.:** _____

I. TERM:

The provisions specified in this Exhibit A.LNG will take effect on _____ (date) and will continue on a month to month basis until terminated or revised by Customer or by PG&E (as specified in the NGSA), upon thirty (30) days written notice to PG&E. If this Exhibit A.LNG has been revised, indicate the effective date of the latest revision here:
_____ (revision effective date).

II. NONCORE RATE SCHEDULE:

B. Rate Schedule

Customer agrees to purchase and PG&E agrees to provide a supply of Liquefied Natural Gas pursuant to the terms of this Agreement and to experimental rate Schedule G-LNG, or its successor.

B. Procurement:

Service provided hereunder requires gas be supplied for liquefaction by a supplier other than PG&E. Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C.

III. LIABILITY:

Customer accepts all risks related to the operation and transfer of LNG to Customer's motor vehicles at PG&E's LNG filling station(s) and agrees to hold PG&E and its employees harmless from any and all damages resulting from ingress, egress, and filling with LNG at any PG&E facility or any other damage or injury whether to persons or property as a result of or in direct relationship to the filling of Customer transport vehicles with LNG, excepting only such damage or injury caused by the sole negligence or willful misconduct of PG&E. Due to the experimental nature of this schedule PG&E does not guaranty the ability to provide continuous service under this rate schedule.

IV. SPECIAL BILLING INSTRUCTIONS:



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.NGV4
RATES AND METERING INFORMATION

CUSTOMER NAME: _____ **Transp. ID No.:** _____

I. TERM:

The provisions specified in this Exhibit A.NGV4 will take effect on _____ (date), with an initial term of twelve (12) months. After the initial term, these provisions will continue on a month-to-month basis until terminated or revised by Customer or by PG&E (as specified in the NGSA), upon thirty (30) days written notice to PG&E. Termination or revision by the Customer will take effect on first day of the calendar month that occurs at least thirty (30) days after notification, unless otherwise agreed by PG&E. If this Exhibit A.NGV4 has been revised, indicate the effective date of the latest revision here: _____ (revision effective date).

II. NONCORE RATE SCHEDULES:

Transportation: Customer elects to receive noncore natural gas transportation service under the terms and conditions of Schedule G-NGV4. Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C.

III. CORE RATE SCHEDULE(S):

This Section must be completed if Customer is taking service under a core rate schedule in conjunction with Schedule G-NGV4.

[] Non-PG&E-supplied gas. (PG&E transportation service only). Transportation service is provided under Schedule G-_____. Procurement service cannot be supplied by a Core Procurement Group. Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C

IV. FRANCHISE FEE SURCHARGE EXEMPT:

[] Enter Yes in box if Customer's usage is exempt from charges under Schedule G-SUR.¹

¹ The exemptions are specified in Schedule G-SUR.



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.NGV4
RATES AND METERING INFORMATION

CUSTOMER NAME: _____ **Transp. ID No.:** _____

V. METERING INFORMATION: Metering and service point information will be completed and updated by PG&E, as needed.

GAS METER INFORMATION:

Service Point <u>No.</u>	Meter Badge <u>Number</u>	Submeter Badge <u>Number</u>²	Meter Serves Core or <u>Noncore</u>³	BB Trans. or <u>Dist.</u>⁴
---	--	---	--	--

VI. SPECIAL BILLING INSTRUCTIONS:

² Completed only if a subtractive meter to the primary meter exists for service point number.

³ For new NGSAs and meters added to an existing NGSA, each listed meter must serve either 100% core or 100% noncore.

⁴ This area is used to indicate whether meter is to be billed at the Backbone Level ("BB"), Transmission Level ("Trans"), or Distribution Level ("Dist") rates under Schedule G-NGV4.



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.WSL
RATES AND METERING INFORMATION
WHOLESALE/RESALE NATURAL GAS SERVICE

CUSTOMER NAME: _____ **Transp.ID No.:** _____

I. TERM:

Customer elects to receive service under the provisions of rate Schedule G-WSL (Gas Transportation Service to Wholesale/Resale Customers). This Exhibit A.WSL takes effect on _____ (date), and continues on a month-to-month basis until terminated or revised by Customer or by PG&E (as specified in the NGSA), upon thirty (30) days written notice. Termination or revision by the Customer will take effect on first day of the calendar month that occurs at least thirty (30) days after notification, unless otherwise agreed by PG&E. If this Exhibit A.WSL has been revised, indicate the effective date of the latest revision here: _____ (revision effective date).

II. CORE LOAD:

Column A on Exhibit B must be completed to indicate the core monthly quantities.

Indicate the percentage of gas load that will be considered core _____ %

Please check, if applicable.

☐ Transportation-Only Service under Schedule G-WSL.

III. NONCORE LOAD:

Column B on Exhibit B must be completed to indicate the noncore monthly quantities.

Indicate the percentage of gas load that will be considered noncore _____ %

Please check, if applicable:

☐ Transportation-Only Service under Schedule G-WSL



NATURAL GAS SERVICE AGREEMENT

EXHIBIT A.WSL

RATES AND METERING INFORMATION WHOLESALE/RESALE NATURAL GAS SERVICE

EXHIBIT A.WSL - RATES AND TERM WHOLESALE/RESALE NATURAL GAS SERVICE

CUSTOMER NAME: _____ Transp.ID No.: _____

IV. GAS METER INFORMATION:

Service Point No.

Meter Badge No.

V. SPECIAL BILLING INSTRUCTIONS:



NATURAL GAS SERVICE AGREEMENT

EXHIBIT A.1

RATES AND METERING INFORMATION

CUSTOMER NAME: _____ Transp. ID No.: _____

I. TERM:

The provisions specified in this Exhibit A.1 will take effect on _____ (date), with an initial term of twelve (12) months. After the initial term, these provisions will continue on a month-to-month basis until terminated or revised by Customer or by PG&E (as specified in the NGSA), upon thirty (30) days written notice to PG&E. Termination or revision by the Customer will take effect on first day of the calendar month that occurs at least thirty (30) days after notification, unless otherwise agreed by PG&E. Per gas Rule 12, certain noncore Customers are prohibited from reclassification to core service. If this Exhibit A.1 has been revised, indicate the effective date of the latest revision here: _____ (revision effective date).

II. NONCORE RATE SCHEDULES:

Transportation: Customer elects to receive noncore natural gas transportation service under the terms and conditions of Schedule G-NT. Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C.

III. CORE RATE SCHEDULE(S):

This Section must be completed if Customer is taking service under a core rate schedule in conjunction with Schedule G-NT.

☐ Non-PG&E-supplied gas. (PG&E transportation service only). Transportation service is provided under Schedule G-_____. Procurement service cannot be supplied by a Core Procurement Group. Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C

IV. FRANCHISE FEE SURCHARGE EXEMPT:

☐ Enter Yes in box if Customer's usage is exempt from charges under Schedule G-SUR because Customer is a political subdivision of the state of California.¹

¹ The exemptions are specified in Schedule G-SUR.



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.1
RATES AND METERING INFORMATION

CUSTOMER NAME: _____ **Transp. ID No:** _____

V. METERING INFORMATION: Metering and service point information will be completed and updated by PG&E, as needed.

GAS METER INFORMATION:

Service Point <u>No.</u>	Meter Badge <u>Number</u>	Submeter Badge <u>Number</u>²	Meter Serves Core or <u>Noncore</u>³	BB Trans. or <u>Dist.</u>⁴
---	--	---	--	--

VI. SPECIAL BILLING INSTRUCTIONS:

² Completed only if a subtractive meter to the primary meter exists for service point number.

³ For new NGSAs and meters added to an existing NGSA, each listed meter must serve either 100% core or 100% noncore.

⁴ This area is used to indicate whether meter is to be billed at the Backbone Level ("BB"), Transmission Level ("Trans"), or Distribution Level ("Dist") rates under Schedule G-NT.



NATURAL GAS SERVICE AGREEMENT

EXHIBIT A.2

NEGOTIATED TERMS AND CONDITIONS

CUSTOMER NAME: _____ Transp.ID No: _____

If Exhibit A.2 is used, then an Exhibit A.1 must also be completed to indicate the standard rates provided in conjunction with the negotiated provisions specified below. Exhibit A.1 is also needed to specify the accounting and metering information.

NONCORE RATE SCHEDULE(S) AND CONTRACT QUANTITIES:

Customer elects to receive natural gas service under the terms and conditions of Schedule G-NT (Noncore Transportation Service) under the negotiated terms and conditions set forth below. All terms and conditions not expressly set forth will be considered to be unchanged from the standard provision specified in Schedule G-NT.

1. TERM:

The negotiated provisions indicated in this Exhibit A.2 shall be for _____ days, or _____ months (only indicate days if these provisions are for less than one (1) month), and become effective on _____ (date). After the end of the initial term, negotiated provision will: (select only one option)

☐ terminate on _____ (end date), or;
☐ Continue on a day-to-day basis until terminated upon thirty (30) days written notice by
PG&E
or Customer.

2. NEGOTIATED RATES:

Monthly Charge:

Volumetric Charge:

3. USE-OR-PAY OBLIGATION:

4. OTHER SPECIAL INSTRUCTIONS OR PROVISIONS:



NATURAL GAS SERVICE AGREEMENT

EXHIBIT B **CONTRACT QUANTITIES**

CUSTOMER NAME: _____ **Transp.ID No.:** _____

This Exhibit B was modified on _____ (Date)

I. MAXIMUM DAILY QUANTITY

Customer must designate a Maximum Daily Quantity (MDQ) for all service provided under the NGSA. The MDQ is based on the historical maximum single day use at the facilities served under the NGSA. The MDQ may be adjusted if Customer can document to the satisfaction of PG&E that changes in Customer's operations warrant a modified MDQ. The MDQ, plus in-kind shrinkage, will be the maximum amount of gas that Customer will be allowed to deliver into PG&E's service territory on any day.

MAXIMUM DAILY QUANTITY (MDQ): _____ decatherms

II. MONTHLY AND ANNUAL CONTRACT QUANTITIES

For purposes of this Exhibit, quantities (specified in decatherms) are identified by column as follows:

- Column A. Total Monthly Quantities (TMQ) of **Core Service**
- Column B. Total Monthly Quantities (TMQ) of **Noncore Service**
- Column C. Number of Operating Days in the Month

All quantities represent volumes delivered to Customer's premises, and do not include in-kind shrinkage on the PG&E system.

The Average Daily Quantity (ADQ) is equal to the TMQ in Column A plus the TMQ in Column B, divided by the Operating Days in Column C.

	Column A Core (Dth)	Column B Noncore (Dth)	Column C Operating Days in Month
January:	_____	_____	_____
February:	_____	_____	_____
March:	_____	_____	_____
April:	_____	_____	_____
May:	_____	_____	_____
June:	_____	_____	_____
July:	_____	_____	_____
August:	_____	_____	_____
September:	_____	_____	_____
October:	_____	_____	_____
November:	_____	_____	_____
December:	_____	_____	_____



NATURAL GAS SERVICE AGREEMENT

EXHIBIT C

SCHEDULING AND OPERATIONS DATA

CUSTOMER NAME: _____ Transp.ID No.: _____

I. NOMINATING MARKETER:

Customer shall list the Nominating Marketer(s) having the authority to nominate gas deliveries to PG&E. All listed Nominating Marketers will be allowed access to gas metering data and Exhibit B Contract quantities, unless otherwise indicated by Customer by checking the appropriate boxes below each Nominating Marketer. Customer can also designate one Nominating Marketer as having the authority to trade monthly imbalances on Customer's behalf by checking the appropriate box below.

This Exhibit C is effective on _____ (date), and will remain in effect until it is revised or the NGSA is terminated.

NOMINATING MARKETER:¹ **MARKETER ID NUMBER:** _____

CO. NAME: _____

ADDRESS: _____

CITY/STATE/COUNTRY: _____ ZIP CODE: _____

CONTACT: _____ PHONE NO.: (____) _____ - _____

ALTERNATE NO.: (____) _____ - _____ FAX NO.: (____) _____ - _____

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

- ☐ This Nominating Marketer **cannot** have access to gas metering data.
- ☐ This Nominating Marketer **cannot** view the contract quantities indicated in Exhibit B.
- ☐ Customer authorizes this Nominating Marketer to execute monthly imbalance trades, as specified in Schedule G-BAL.²

II. CUSTOMER OPERATIONS CONTACT:

Nominating Customer ID Number: _____ (if Customer makes gas supply nominations)

CO. NAME: _____

ADDRESS: _____

CITY/STATE/COUNTRY: _____ ZIP CODE: _____

CONTACT: _____ PHONE NO.: (____) _____ - _____

ALTERNATE NO.: (____) _____ - _____ FAX NO.: (____) _____ - _____

III. PG&E GAS SCHEDULING & OPERATIONS:

COMPANY NAME: **Pacific Gas and Electric Company**
ADDRESS/CITY/STATE: 77 Beale St., Room 1645 San Francisco, CA 94106
CONTACT: Transportation Coordinator PHONE NO.: (415) 973-2424
ALTERNATE NO.: (415) 973-3216 (24 hr.) FAX NO.: (415) 973-0649

¹ Communications by a Nominating Marketer shall be binding on Customer and shall prevail if there is any conflict with information regarding nominations or receipt of gas from Customer. The Nominating Marketer shall act on behalf of Customer for as long as the Nominating Marketer is listed in the Exhibit C of Customer's NGSA, unless a formal written notification is received by PG&E that such arrangement no longer exists.

² Only one Nominating Marketer can be granted authority to trade imbalances. Unless Customer has executed a Noncore Balancing Aggregation Agreement, Exhibit A, Form 79-869 with a Nominating Marketer or other third-party service provider, Customer remains responsible for any and all charges associated with Schedule G-BAL and Rule 14.



NATURAL GAS SERVICE AGREEMENT

EXHIBIT D **CUSTOMER CONTACT AND BILLING** **ADDRESSES**

CUSTOMER NAME: _____ **Transp. ID** _____

No.: _____

DIRECTIONS: Check the type of communication for each of the following addresses where applicable. Any of the names or addresses listed below may be changed upon notification from Customer as specified in the NGSA. Customer can only designate one Formal Communications Address.

This Exhibit D is effective on _____ (date), and will remain in effect until it is revised or the NGSA is terminated. If this Exhibit D has been revised, indicate the effective date of the latest revision here: _____ (revision effective date).

____ FORMAL COMMUNICATION
____ BILLING ADDRESS

____ IMBALANCE STATEMENT ADDRESS

CO. NAME: _____
ADDRESS: _____
CITY/STATE/COUNTRY: _____ ZIP CODE: _____
CONTACT: _____ PHONE NO.: (____) _____ - _____
ALTERNATE NO.: (____) _____ - _____ FAX NO.: (____) _____ - _____

____ BILLING ADDRESS

____ IMBALANCE STATEMENT ADDRESS

CO. NAME: _____
ADDRESS: _____
CITY/STATE/COUNTRY: _____ ZIP CODE: _____
CONTACT: _____ PHONE NO.: (____) _____ - _____
ALTERNATE NO.: (____) _____ - _____ FAX NO.: (____) _____ - _____

____ BILLING ADDRESS

____ IMBALANCE STATEMENT ADDRESS

CO. NAME: _____
ADDRESS: _____
CITY/STATE/COUNTRY: _____ ZIP CODE: _____
CONTACT: _____ PHONE NO.: (____) _____ - _____
ALTERNATE NO.: (____) _____ - _____ FAX NO.: (____) _____ - _____

OFO/EFO NOTIFICATIONS: Please provide at least one e-mail address – Maximum of 5

NAME	E-MAIL ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PG&E FORMAL COMMUNICATIONS:

TO PG&E: PACIFIC GAS & ELECTRIC COMPANY
DIVISION: _____
ADDRESS: _____
CITY/STATE/ZIPCODE: _____
ATTENTION: _____



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Revised
Cancelling Revised

Cal. P.U.C. Sheet No. 37003-G
Cal. P.U.C. Sheet No. 30711-G

Gas Sample Form No. 79-982
Electronic Commerce System User Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 4350-G-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted March 9, 2021
Effective February 4, 2021
Resolution

ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

This agreement ("Agreement") is between Pacific Gas and Electric Company ("PG&E"), and the party identified below (hereafter "User").

WHEREAS, PG&E has established an electronic commerce system and one or more Web sites or other Internet-based electronic transaction and scheduling facilities (and may establish additional such facilities). (The electronic commerce system, Web site(s) and facilities are referred to herein collectively as the "ECS.") Included in the ECS is the capability to do the following transactions: enter into a Gas Transmission Service Agreement ("GTSA") and Exhibits thereto; enter into a Noncore Balancing Aggregation Agreement ("NBAA"); conduct natural gas pipeline related business, and trade on the California Gas Transmission (CGT) Trading Platform, including without limitation: (i) obtaining natural gas transportation, storage, parking and lending services provided pursuant to a GTSA on the PG&E natural gas pipeline system (collectively "Service Transactions"); (ii) scheduling of such services ("Scheduling Transactions"); (iii) trading of natural gas imbalances; and (iv) on-line accessing of pipeline related information. (The Service Transactions and Scheduling Transactions are also collectively referred to herein as "Transactions.")

WHEREAS, User desires to access and use the ECS; and PG&E is willing to provide such access subject to the terms and conditions set forth herein.

NOW THEREFORE, for consideration, the receipt and adequacy of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. ACCESS AND USE CONDITIONS

After execution of this Agreement, and subject to its terms and conditions, PG&E agrees to provide User with on-line access to the ECS, and User understands and agrees to the following:

- 1.1. User shall complete and execute the "Access Request Form," Exhibit B (Form 79-982-B), identifying authorized employees or agents of User, designated by User to access and use the ECS and execute transactions on behalf of User. PG&E will issue to User an identification code ("User ID") for each of User's employees and agents identified on the Access Request form, to enable User to access and use the ECS. Any and all use and/or access of the ECS with any of the User IDs issued to User shall be deemed and construed to be use or access by User. User shall strictly limit the use of the User IDs to those employees and agents of User who are identified on the Access Request form. User shall immediately notify PG&E when an individual identified on the Access Request form ceases to be authorized by User to use his or her User ID.
- 1.2. User shall take all measures to maintain the confidentiality of the User IDs and of all passwords used to access the ECS ("Passwords"). User shall be solely responsible for the assignment, security and use of the User IDs and Passwords and the control and monitoring of such use. PG&E shall have no responsibility for any of the foregoing and no liability for or arising from the use of the User IDs or Passwords by anyone. User

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

ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

shall be solely responsible and liable for any and all acts and omissions with respect to access or use of the ECS by anyone using the User IDs, including, but not limited to, the execution of Transactions.

- 1.3. User agrees to indemnify and hold PG&E harmless from and against all damages, losses, and liabilities arising out of or in connection with any breach of confidentiality, misuse or unauthorized use of any User ID issued by PG&E to User, regardless of whether User has notified PG&E as required by paragraph 1.1 above.
- 1.4. User will access and use the ECS (including, but not limited to, execution of Transactions) solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, any procedures established by PG&E with respect to the access or use of the ECS and any other terms and conditions specified or referred to on the ECS from time to time. User understands and agrees that User's use of the ECS may be limited or modified by the terms of licenses or other agreements between PG&E and third parties. User further agrees that PG&E may modify or limit the use of the ECS at any time and without notice. PG&E may, in its sole discretion, terminate, restrict, or suspend User's access to and use of the ECS.
- 1.5. User acknowledges that use of the ECS by User involves transmission over the worldwide communications network or Internet of proprietary, confidential and/or time sensitive information of User. User understands the risks associated with the transmission of such information by User over the worldwide communications network or Internet. User agrees that PG&E shall not be liable or responsible in any way to User for any losses, damages, claims, costs, expenses or other obligations arising out of or relating to any delay in transmission, disclosure or use of such information or data transmitted over the worldwide communications network or Internet. User further acknowledges and agrees that User is solely responsible for the accuracy of all information and data that User transmits to PG&E, and PG&E shall not be responsible or liable for any such inaccuracies or their effects.
- 1.6. User further agrees that PG&E shall not be responsible for delays in sending or receiving User's transmissions or data, for unauthorized access to or alteration of User's transmissions or data, any transmission, information or data sent or received or not sent or received, or any Transactions entered into or through the ECS. User specifically agrees that PG&E is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of any other party's rights, including intellectual property rights.
- 1.7. User understands and agrees that (i) User is solely responsible for acquiring and ensuring that it possesses sufficient Internet access speed capability to adequately conduct business on the ECS, and (ii) User shall be solely responsible for all costs associated with its accessing and using the ECS.
- 1.8. User acknowledges and consents that PG&E, as the ECS operator, shall have access to and the right to review, to the fullest extent allowed by law, files and other communications of any sort on the ECS whether or not such communications are designated as private or confidential.

ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

2. BINDING CONTRACTS

User acknowledges that by using the ECS, it may enter into binding contracts with PG&E and with third parties. User agrees that (i) any and all access or use of the ECS using the User IDs will be governed by this Agreement; (ii) any nomination or offer placed, any contract terms, conditions or exhibits accepted or confirmed, and any Transaction executed on the ECS will be deemed to be “in writing;” to have been “signed,” or be an “executed” writing; and (iii) accepting or entering into a Transaction by using the ECS, as it now exists or may in the future be modified, and subject to applicable tariffs, shall constitute a written contract (a “Contract”). Without limitation of the foregoing, User agrees that it will be bound by any and all contract terms and conditions, including, but not limited to, the GTSA and NBAA, and by any and all nominations, offer, trades, or other Transactions executed, accepted or confirmed on the ECS through a “click” agreement by any individual using the User ID. By executing this Agreement, User agrees that it adopts as User’s signature any such “click agreement,” defined for purposes of this Agreement as “clicking” on the designated space on the ECS (or other action on the ECS specified by PG&E), and such “click agreement” will, together with this Agreement, constitute an executed writing. User agrees to waive any Statute of Frauds defense to the enforceability of any Contract arising from use of the ECS. User agrees and warrants that any employee or agent of User using the ECS shall have all necessary power and authority to use the ECS and enter into Transactions as herein provided. User warrants for itself and its successors and assigns that for each Transaction that User may enter into by using the ECS, User shall have all right, title, power and authority necessary to honor that Contract.

- 2.1. User and PG&E agree that this Article 2 is intended to benefit other users accessing the ECS, and that such other users are third party beneficiaries of this Article 2. User and PG&E do not intend hereby that other users are or will be third party beneficiaries of any other provisions of this Agreement.

3. APPLICABLE TARIFFS, TERMS AND CONDITIONS

User agrees that it shall be bound by all the terms and conditions of this Agreement, the terms and conditions accepted on the ECS by a click agreement in accordance with Article 2 above, as well as any and all applicable tariffs currently in effect for PG&E as approved by the California Public Utilities Commission (“CPUC”) and/or the Federal Energy Regulatory Commission (“FERC”), or which may hereafter be implemented, and all amendments thereof. Such tariffs are matters of public record, which User represents that it has reviewed and will review in the future.

This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

4. TRANSACTIONS AND CONFIRMATIONS

- 4.1. After User has received the User ID(s) and has executed the applicable contracts (and subject to applicable tariffs), User may enter into Transactions, including service elections under a GTSA executed by User (“User GTSA”), as follows:

- 4.1.1. **GTSA Service Elections:** User shall enter into Transactions, i.e., elect services under User’s GTSA, including Gold Coast Transportation Services, Golden Gate

ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

Market Center Services, and Storage Services, and PG&E may accept and authorize such service elections, by following the procedures set forth in paragraph 4.1.2 of this Agreement. Such procedures in paragraph 4.1.2 shall be used instead of the procedures set forth in the User GTSA providing that a service election shall be entered into through, and evidenced by, a “hard copy” of Exhibits A through K (Form No. 79-866), or any one of them; and providing for a written signature by User and countersignature by PG&E to such Exhibits A through K.

- 4.1.2. **Service Transactions:** User may telephone a PG&E CGT Representative to enter into a Service Transaction.

PG&E may accept or reject User’s offer or order in PG&E’s sole discretion. Service Transactions shall be deemed executed at the time that PG&E first signifies its acceptance of User’s offer or order, which in most instances will occur when User enters into a Transaction with PG&E orally by telephone, as documented by an audio recording. The audio recording of Transactions between User and PG&E shall constitute evidence of such Transactions, and User hereby consents to the recording of all Transactions between User and PG&E.

After User and PG&E have entered into a Service Transaction orally by telephone, PG&E will provide notice to User by e-mail that an electronic exhibit confirming the specific business terms of that Service Transaction are posted on the ECS (the “Electronic Exhibit”). The terms of the Electronic Exhibit shall be valid and binding on User, unless User deems any of the terms of the Electronic Exhibit to be stated incorrectly and notifies PG&E of the incorrect term(s) as soon as possible but no later than within five (5) business days (the “Response Period”) following receipt of the e-mail notice. If PG&E and User disagree as to the correct terms of the Electronic Exhibit, the audio recording of the Transaction shall prevail and shall constitute evidence of the Transaction and its terms. If the term or terms in dispute cannot be determined from such recording, and the parties do not resolve the dispute within two (2) business days, the Transaction shall be deemed void. Notwithstanding the foregoing, if User does not notify PG&E of an error in the Exhibit within the Response Period, or if User nominates, takes delivery, or performs any other act indicating performance of or under the Service Transaction, the Electronic Exhibit shall be deemed confirmed by User, absent an obvious error in the Electronic Exhibit.

- 4.1.3. **Scheduling Transactions:** After User has executed any necessary Service Transactions, User may submit nominations for transportation, parking, lending, storage and other services, on-line, using the ECS.
- 4.1.4. **Imbalance Trading:** User may utilize the ECS, subject to the terms, conditions, and limitations of this Agreement, to confirm a trade, or to confirm a trade with another User, of operating or cumulative imbalances, as those are defined and specified in PG&E's CPUC-approved rate Schedule G-BAL. User acknowledges that such trades do not involve PG&E as a party to the trade. User agrees that it

ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

may enter into such trades as set forth in Schedule G-BAL and may utilize the ECS to confirm the trade and to notify PG&E of the trade, provided, however, that User strictly follows the protocols, directions and rules for confirming trades as set forth in the ECS.

5. FEES AND TERMS OF PAYMENT

- 5.1. User understands that initially (and subject to the provisions of this Article 5) PG&E is making access to the ECS available to User for no direct charge, except for telephone access charges and any Internet access fees, which shall be and remain User's responsibility.
- 5.2. PG&E reserves the right to initiate and/or modify fees for the use of the ECS, subject to Commission approval. User has the right to discontinue use of the ECS at that time or continue using the ECS subject to such fees.

6. TITLE AND RIGHTS TO ECS, INFORMATION AND SERVICES

- 6.1. User acknowledges that PG&E and its licensors are the owners of all intellectual property rights in and to the ECS, the software used in connection therewith, and all information contained thereon or related thereto, and User shall have no right, title, or interest in any of these.
- 6.2. User shall not copy, reverse-engineer, modify, or otherwise manipulate, or make available to any other party, all or any portion of the ECS or any software or information provided or accessed in connection with the ECS.
- 6.3. PG&E shall have the right to modify the ECS, User IDs, software, or communication access, and to terminate access to any or all of these, at any time. In the event of such a termination or modification, or termination of this Agreement pursuant to Article 7 below, PG&E shall not be liable for any costs, losses or damages, including, but not limited to, lost profits or revenues.

7. TERMINATION

- 7.1. This Agreement shall become effective on the date of its execution by PG&E and shall remain in effect until terminated as provided herein.
- 7.2. Either party may terminate this Agreement at its sole discretion by giving the other party at least thirty (30) days prior written notice.
- 7.3. PG&E may terminate this Agreement immediately if User breaches this Agreement and does not cure the breach within fourteen (14) days of receipt of a written notice from PG&E, or if User fails to pay any required charges when due, fails to meet PG&E's applicable credit requirements, or fails to comply with the provisions of any tariff or any other contract entered into in connection with the ECS or this Agreement.
- 7.4. Upon the termination of this Agreement, PG&E will terminate User's access to the ECS and User shall discontinue using the software manuals, and other items ("Property" of

ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

PG&E or third parties) in User's possession and shall destroy all such Property, if any is in User's possession.

- 7.5. The provisions of Paragraphs 7.3 and 7.4, and Articles 6, 8 and 10 shall survive termination of this Agreement by either party; and all articles or paragraphs of this Agreement which by their nature are intended to survive termination or expiration of this Agreement shall also survive. This Agreement shall also remain in effect with respect to any transactions effected prior to such termination.

8. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION

- 8.1. PG&E DOES NOT REPRESENT OR WARRANT THAT THE ECS OR ITS USE WILL BE UNINTERRUPTED OR FREE OF DEFECTS, ERRORS OR MALFUNCTIONS, OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE ECS OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PG&E DOES NOT WARRANT OR REPRESENT THAT THE USE OR THE RESULTS OF THE USE OF THE ECS OR THE TRANSACTIONS MADE AVAILABLE AS PART OF THE ECS WILL BE CORRECT, ACCURATE, TIMELY, OR OTHERWISE RELIABLE.
- 8.2. USER UNDERSTANDS, AND ACCEPTS THAT (i) PG&E MAKES NO WARRANTY WHATSOEVER TO USER REGARDING THE ECS OR ITS AVAILABILITY OR THE RESULTS OF USER'S USE OF THE ECS, OR REGARDING ANY INFORMATION USED OR ACCESSED IN CONNECTION THEREWITH; AND (ii) THE ECS IS PROVIDED BY PG&E ON AN "AS IS" BASIS AT USER'S SOLE RISK, AND PG&E EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND SATISFACTORY QUALITY.
- 8.3. USER UNDERSTANDS AND AGREES THAT PG&E SHALL NOT BE LIABLE TO USER OR TO ANYONE BRINGING A CLAIM AS A RESULT OF OR IN CONNECTION WITH USER'S USE OF THE ECS (OR OF ANY SOFTWARE, INFORMATION OR OTHER ITEMS RELATING THERETO), FOR: (i) ANY LOSSES OR DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF BUSINESS, REVENUE OR PROFITS OR FAILURE TO REALIZE SAVINGS OR ANY OTHER ECONOMIC OR COMMERCIAL LOSS OF ANY KIND, OR (ii) ANY CLAIM OR DAMAGES RESULTING FROM A CLAIM AGAINST THE USER BY ANY THIRD PARTY, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, OR USER'S USE OF THE ECS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. THE TOTAL CUMULATIVE LIABILITY OF PG&E AND THIRD-PARTY SOFTWARE LICENSORS UNDER OR ARISING FROM THIS AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED AN

ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

AMOUNT EQUAL TO THE AVERAGE CHARGE PAID BY USER TO PG&E FOR A SINGLE DAY'S GAS TRANSPORTATION TRANSACTIONS DURING THE TWELVE (12) MONTHS PERIOD PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION AROSE, OR \$10,000 (TEN THOUSAND DOLLARS), WHICHEVER IS THE LESSER AMOUNT.

- 8.4. User shall hold harmless, protect, defend and indemnify PG&E from and against any and all claims, actions, demands, suits, judgments, damages, losses, costs, including attorneys' fees, and liabilities resulting from or arising out of or in connection with (i) use of or access to the ECS or to any software, information, data (or other items relating thereto) by User, or by any person obtaining access to the ECS through User or a User ID, whether or not User has authorized such access; or (ii) any breach by User of any terms or conditions of this Agreement; or (iii) any act or omission, or willful misconduct of User, its officers, agents or employees or any person obtaining access to the ECS through User (whether or not User has authorized such access) in the performance of this Agreement or the use of the ECS regardless of any negligence of PG&E, whether active or passive; or (iv) any actions taken or not taken by User based on its access to or use of the ECS.
- 8.5. As used in this Article 8, "PG&E" shall include the directors, officers, employees and agents of PG&E.

9. VIRUSES

Each party agrees to make reasonable efforts to notify the other promptly if there is any indication that its own computer systems, or any part thereof, have come into contact with any "computer virus." The term "computer virus" as used herein shall mean any computer software program or portion of a program that is foreign to the host computer system and has been introduced into the host computer system without the knowing consent of the operator of the ECS including without limitation a virus received over the Internet.

10. SYSTEM OR SOFTWARE MALFUNCTIONS

If User is notified or in any other way becomes aware of a malfunction, failure or stoppage of the ECS, related software, or the operation of either of these, User agrees to use conventional methods of communication, such as facsimile transmissions, to conduct the business for which the ECS is intended, for as long as the malfunction, failure or stoppage continues to exist.

11. MISCELLANEOUS PROVISIONS

- 11.1. Force Majeure: Neither PG&E nor User shall be considered in default in the performance of its obligations under this Agreement, except obligations to make payments hereunder when due, to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party. For purposes of this Agreement, events beyond the reasonable control of a party shall include, but not be limited to, failures or malfunctions of the ECS or of any hardware or software used in connection therewith or furnished pursuant to this Agreement (including third-party software and software owned and/or operated by PG&E).

ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

- 11.2. Assignment and Delegation: User acknowledges and agrees that PG&E has extended access to the ECS to User because of the specific business relationship between User and PG&E, and in some cases because of User's particular credit history. This Agreement may not be assigned by User without the prior written consent of PG&E.
- 11.3. Choice of Law: User agrees that the laws of the State of California, without giving effect to choice of law provisions, shall govern the interpretation and enforcement of this Agreement.
- 11.4. Dispute Resolution: Any dispute arising under or related to this Agreement, which dispute cannot be settled by the parties within a reasonable time, may be submitted by either Party to binding arbitration in accordance with the rules of the American Arbitration Association. All disputes to be arbitrated shall be decided by one arbitrator to be appointed by the parties. If the parties fail to agree upon an arbitrator within thirty (30) days after written notice of arbitration has been given by either party to the other, the presiding judge of the Superior Court of the State of California and for the City and County of San Francisco shall appoint an arbitrator upon the request of either party. Venue for arbitration will be the City and County of San Francisco, California. The decision of the arbitrator shall be final and binding upon the parties hereto and judgment thereon may be entered in any court of competent jurisdiction. The cost of the arbitrator shall be borne equally by User and PG&E. Nothing contained in this paragraph 11.4 shall preclude either party from seeking equitable relief or remedies in a court of competent jurisdiction. In reaching a decision herein, arbitrator shall adhere to and apply substantive California law.
- User agrees that for any violation of any provision of this Agreement, a restraining order and/or injunction may be issued against User.
- 11.5. No Waiver: No waiver, by either PG&E or User, of any default by the other in the performance of any provision of this Agreement shall operate as a waiver of any continuing or future default, whether of a like or different character.
- 11.6. Notices: Except as otherwise required by law, all notices relating to this Agreement, including notices of arbitration and notifications pursuant to paragraph 4.1.1, shall be in writing and given by means of personal delivery, facsimile transmission, mail (with return receipt requested) or e-mail with read receipt verification. Any notice given as stated in this paragraph 11.6 shall be deemed duly given as follows: upon delivery, if delivered personally; upon transmission, if sent by facsimile; on the date of receipt, if sent by mail, return receipt requested or upon receipt if sent via e-mail. All notices shall be addressed, and sent to the addresses or facsimile numbers, as set forth below:

ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

USER:

Company _____
Address 1 _____
City, State, Zip code _____
Address 2 _____
City, State, Zip code _____
Attention: (first name last name) _____

PG&E:

Pacific Gas and Electric Company
(Department)
(Mailing Address)
(Mailing Address)
(City, State and Zip Code)

Fax No.: _____
Telephone No.: _____
e-mail Address: _____

Fax No.: (xxx) xxx-xxxx
Telephone No.: (xxx) xxx-xxxx
e-mail Address: xxxxxx@pge.com

The parties may change their addresses, or any part thereof, by a notice pursuant to this paragraph 11.6.

12. CAPTIONS

All captions, titles, subject headings, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning or interpretation of the content or scope of this Agreement.

ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

13. EXECUTION

Each party represents that the individual executing this Agreement for such party has been duly authorized to do so.

Company

Pacific Gas and Electric Company

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

Date of
Signature: _____

Date of
Signature: _____



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**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Cancelling Revised
Revised

Cal. P.U.C. Sheet No. 49223-E
Cal. P.U.C. Sheet No. 48270-E

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

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 6050-E-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted March 9, 2021
Effective February 4, 2021
Resolution



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

1. SCOPE AND PURPOSE

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

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

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

Name: _____

Address: _____

City/Zip Code: _____

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

2.5.1 Eligible Generator(s):

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

2.5.2 Non-Eligible Generator(s): _____ kW

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

- 2.6 The Net Nameplate Rating of the Generating Facility is:

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

2.6.2 Non-Eligible Generator(s): _____ kW

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

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

2.7.1 Eligible Generator(s):

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

2.7.2 Non-Eligible Generator(s): _____ kW

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

biomass	are met..... ☐ are not met ☐	digester gas	are met..... ☐ are not met ☐
solar thermal	are met..... ☐ are not met ☐	municipal solid waste	are met..... ☐ are not met ☐
photovoltaic	are met ☐ are not met ☐	landfill gas	are met..... ☐ are not met ☐
wind	are met ☐ are not met ☐	ocean wave	are met..... ☐ are not met ☐
geothermal	are met ☐ are not met ☐	ocean thermal	are met..... ☐ are not met ☐
fuel cell	are met ☐ are not met ☐	tidal current	are met..... ☐ are not met ☐
small hydroelectric generation	are met ☐ are not met ☐	biogas digester (under NEMBIO)	are met ☐ are not met ☐
fuel cell (under NEMFC)	are met ☐ are not met ☐	other technology	are met ☐ are not met ☐



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

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

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

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

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

4. TERM AND TERMINATION

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Producer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Producer's Generating Facility.

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

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

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

6. INTERCONNECTION FACILITIES

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.

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

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

9. NOTICES

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

If to PG&E:

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

If to Producer:

[Contact information to be supplied]

Customer-Generator Name: _____

Address: _____

City: _____

Phone: (____) _____

FAX: (____) _____

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

10. REVIEW OF RECORDS AND DATA

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Schedules and Rules are hereby incorporated into this Agreement by this reference.

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

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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

16. SIGNATURES

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

PACIFIC GAS AND ELECTRIC COMPANY

(Company Name)

(Signature)

(Print Name)

(Title)

(Date)

(Signature)

(Print Name)

(Title)

(Date)



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

APPENDIX A

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

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



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

APPENDIX B

RULES “2” AND “21”

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



*Pacific Gas and
Electric Company®*

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

Appendix C

APPENDIX C (If Applicable)

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

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

APPENDIX D (When applicable)

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

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

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

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

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

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

APPENDIX E (When applicable)

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

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

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

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

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



Appendix F

**LIST OF ELIGIBLE ACCOUNTS TO BE INCLUDED IN NET ENERGY
METERING CALCULATIONS PURSUANT TO SCHEDULE NEMBO OR
NEMFC SPECIAL CONDITION 4**

Service
Agreement
ID Number

Address (Street, City, Zip Code)

[illegible]

Sheet _____ of _____

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

APPENDIX G (When applicable)

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

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

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

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

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

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

Appendix H

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

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

Circle Type of Renewable Electrical Generation Facility:

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

NEM Customer-Generator (Customer) declares that

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

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



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

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

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

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

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

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

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



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

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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



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

**APPENDIX I
(If Applicable)**

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

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

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

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

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

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

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

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



Electric Sample Form No. 79-1075

Sheet 1

Notice to Add or Delete Customers Participating in the Capacity Bidding Program

**Please Refer to Attached
Sample Form**

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Instructions: Aggregators and Customers use this notice to officially notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator's CBP portfolio and are required to attest to whether they have a Prohibited Resource, and if they do, whether they intend to use the resource to reduce load during a demand response (DR) event.

PG&E may verify the information on this notice with the Customer.

Aggregator Company Name:	
--------------------------	--

This notice adds or deletes a customer's Service Agreements from the Aggregator's CBP portfolio. PG&E will review and approve each Service Agreement to be added to determine if it meets the minimum requirements as specified in Schedule E-CBP. PG&E must approve each Service Agreement before the Service Agreement can be included in an Aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's approval date. Deletions from the portfolio will be effective upon the date indicated by the Aggregator or upon the first date which the SA ID is not actively nominated, whichever occurs first.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the CBP for the Customer's Service Agreements shown below. Such authority is subject to the applicable terms and conditions of Schedule E-CBP and the Agreement For Aggregators Participating In The Capacity Bidding Program (Form 79-1076).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-CBP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the E-CBP program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-CBP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer's interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E's agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator's solicitation of Customer or with the Aggregator's performance any of its functions in the CBP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E's tariffs or for any damages caused by Aggregator's failure to perform any commitment to the Customer.

This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction

Customer Name:		Aggregator Name:	
Title:		Title	
Signature:		Signature:	
Date:		Date:	

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Notice by Aggregator to Add/Delete Customers

(Please Print or Type Clearly)

Aggregator Name: _____

	Add/ Delete	Customer Site Name	PG&E Service Agreement Number	Electric Meter Number	Service Address and City
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Prohibited Resources Attestation

Customers enrolling in Schedule E-CBP are required to attest to whether or not they have a Prohibited Resource, and if they do, whether or not they intend to use the resource to reduce load during a Demand Response (DR) event.

The following list of distributed energy technologies are prohibited in providing load reduction during DR events: Technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping Combined Heat and Power (CHP) or non-CHP configuration (“Prohibited Resources”). The following resources are exempt from the prohibition: pressure reduction turbines, waste-heat-to-power bottoming cycle CHP, as well as energy storage resources not coupled with fossil-fueled generation.

Customers must select one of the following options and agree to the Terms and Conditions to be able to enroll into the Capacity Bidding Program by completing the options on page 4 of this form:

- I do not have a Prohibited Resource on-site.
- I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.
- I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety reasons, health reasons, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives / charge for my account.

If a customer attests to having a Prohibited Resource and plans to use it for safety, health, or operational reasons to reduce load during a Demand Response event, then the customer’s aggregator will be responsible for collecting and providing the Default Adjustment Value (DAV) based on the nameplate capacity of the resource. If the customer has multiple prohibited resources for the same service agreement, then the DAV will be the sum of the nameplate capacity values from all prohibited resources on the same site that are used to reduce load during a Demand Response event. Customers participating in Schedule E-CBP will be allowed to adjust their DAV at any time, under certain conditions, namely that: (a) the customer’s change in DAV results from a change in the operational status of a prohibited resource associated with the customer’s service agreement; and (b) that the PG&E can verify this and approves. The DAV will be used to adjust the demand response incentives/charges.

Customers in Schedule E-CBP who do not complete the attestation and return it to PG&E, will not be eligible to participate in the program until they do so. A customer that is found in violation of the prohibited resources requirements will be removed from the program by their aggregator if they are enrolled via a third party, and certain violations may cause the customer to be ineligible for all demand response programs subject to the prohibited resource requirement in Decision 16-09-056.

Customer compliance may be subject to verification by a Verification Administrator (which may be either PG&E or a third-party).

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Prohibited Resource Attestation

(Please Print or Type Clearly)

Aggregator Name: _____

	PG&E Service Agreement Number	I do not have a Prohibited Resource on-site.	I do have Prohibited Resources on-site.		Number of Prohibited Resources (If applicable)	Total Nameplate Capacity of all Prohibited Resources [capacity kW] (If applicable)	Default Adjustment Value (*) [capacity kW] (If applicable)
			I will not use them during any Demand Response Event.	I may have to run them during Demand Response Events.			
1.		☐	☐	☐			
2.		☐	☐	☐			
3.		☐	☐	☐			
4.		☐	☐	☐			
5.		☐	☐	☐			
6.		☐	☐	☐			
7.		☐	☐	☐			
8.		☐	☐	☐			
9.		☐	☐	☐			
10.		☐	☐	☐			
11.		☐	☐	☐			
12.		☐	☐	☐			
13.		☐	☐	☐			
14.		☐	☐	☐			
15.		☐	☐	☐			
16.		☐	☐	☐			
17.		☐	☐	☐			
18.		☐	☐	☐			
19.		☐	☐	☐			
20.		☐	☐	☐			

(*) Only if the prohibited resource(s) will be used for operational, health, and safety purposes during DR events. The total Default Adjustment Value (DAV) of the resource(s) will be subtracted from the Potential Load Reduction or Nominated Capacity. The DAV of all prohibited resources should equal the Total Nameplate Capacity.



Electric Sample Form No. 79-1078

Sheet 1

Agreement for Unmetered Electric Service to Devices Connected to
Pacific Gas and Electric Company's Street Light Facilities

**Please Refer to Attached
Sample Form**



AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

DISTRIBUTION

- ☐ Customer
- ☐ Divisions
- ☐ Records Processing
(Original)
- ☐ _____

REFERENCES

SA#: _____
PM#: _____
BD#: _____

This Agreement for Unmetered Electric Service to Devices Connected to Pacific Gas and Electric

Company's Street Light Facilities (Agreement) between _____
(Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for security devices and wireless communication equipment described in the attachments to this Agreement.

- A. WHEREAS, such equipment will be owned, operated and/or maintained by Customer;
- B. WHEREAS, Customer intends to energize such equipment by connecting to Company-owned street light facilities consisting of a street light with an exposed (external) photocell control mounted on a distribution pole or on a dedicated street light pole by means of a bracket or support arm, where PG&E has ownership interest in and maintenance responsibility for the pole, luminaire, support arm, control facility and internal wiring at various locations within the Company's service territory, where the lighting facilities are not a particular aesthetic selection by the street light customer of record and with the exception of series street light circuits served above 480 volts; and
- C. WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for such equipment installed subject to this Agreement; and
- D. WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from Manufacturer's specifications and operating characteristics of the Customer where the load is 24 hour constant and of one hundred fifty (150) watts or less rated or average consumption on any one street light circuit; and
- E. WHEREAS, pursuant to the Company's Electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service for Customer's equipment in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the terms, and covenants contained herein, Customer and Company hereby agree as follows:

AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

1. Customer's equipment that is the subject of this Agreement is identified in the data sheets set forth in Attachment A (Equipment). The Equipment will be installed by Customer on the facilities described in Recital Paragraph B above with an energy connection on the Company-owned street light. The energy connection to such street light may be made by the Customer, or, at the Customer's option and expense, by the Company. The energy connection to such Equipment will be made through a twist-lock style connector to an exposed (external) photocell control for the luminaire without impairment to the operation of the street light and with no other modification to the luminaire or control, except for ancillary equipment that draws power through the primary device through a Power Over Ethernet connection or similar means approved by the Company. Each location will be grouped in a specific account, separate from the street light account, identified by either the city or unincorporated county where the Equipment is located for proper billing and accounting. The energy account will be billed on the Company's regular monthly billing cycle for unmetered loads. Billing of fixed usage shall be at the amount indicated in Paragraphs 2 and 3.
2. Energy use for each piece of Equipment will be billed on Schedule A-1 or Schedule B-1 - Small General Service with an appropriate single customer charge for each grouped account.
 - a. Customer shall provide the Company with the Manufacturer's documentation on Equipment rating, documented average consumption and other information necessary for the Company to determine applicability of this Agreement prior to installation of Equipment. Attachment A documents the specific Equipment and the kilowatt hours (kWh) to be billed for each Equipment type.
3. The energy charge is based on the monthly kWh calculated from the documentation provided by the customer based on watt rating or average consumption, multiplied by 731 hours per month (for 24-hour continuous usage).
4. Pursuant to Section D of the Company's electric Rule 3, Customer shall furnish the Company with information, in a format acceptable to the Company, which verifies the number and location of all Equipment at each service location and reflecting the net result of any installations and removals. The information to be reported is described in Attachment B. The information shall be provided initially ten (10) days after the first month of installations and on the first business day of January, April, July and October thereafter. Each piece of Equipment shall be marked with its own identifying number or code acceptable for input into Company's billing system. Equipment ownership shall be identifiable from the ground for auditing purposes. The Company may require that Customer affix or install a Radio Frequency Identification Device (RFID), provided by the Company, for inventory verification purposes.
5. If it is determined by the Company that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the otherwise full applicable tariff charges for such electrical load, calculated in accordance with Paragraph 3, above. The Company reserves the right to field or bench test Equipment to verify the inputs described in documentation provided in Paragraph 2.a, above. Customer shall be financially responsible for any damage to Company facilities that results from a failure to accurately report Customer's loads.

AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

6. Auditing may be conducted at the Company's sole discretion. Auditing may commence following the first anniversary of the effective date this Agreement (as defined below). The audit will be conducted by the Company or by an independent auditor selected by the Company. The cost of the audit shall be at the sole expense of the Customer. Customer will provide a complete and accurate inventory and other information as required in Paragraph 4 and in Attachment B. Customer shall provide access to the Equipment and provide assistance to the Company and its auditor to accomplish the audit, including, without limitation, identifying, locating and accessing the Equipment. The Company shall have the right to collect all costs associated with any additional work, including but not limited to, field verification or auditing of devices, bench testing, field amp reads, calculations of loads not required with meter reads, that would otherwise not be incurred in serving metered facilities.
7. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the facilities of the Company or any third party by Customer. Prior to any attachment to Company-owned distribution poles, dedicated street light poles or connection of Equipment to Company owned street light facilities a license agreement with the Company will be required. Such license agreement shall remain a condition of service hereunder. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on or over private property or the public right of way.
8. Except as specifically provided otherwise herein, service furnished in accordance with this Agreement shall be subject to Company's applicable tariffs on file with the California Public Utilities Commission (Commission). This Agreement shall at times be subject to changes or modification by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
9. The Equipment subject to this Agreement shall be installed, maintained and operated at all times in accordance with all Company design standards and requirements and with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95 (collectively "Laws"). Customer shall be responsible to correct all identified violations of Laws and all identified deviations from Company design standards or requirements. Where the Company makes corrections, Customer shall be responsible for all costs for the Company to remedy any notices of violation or infractions imposed on the Company as a result of the Customer's installation or operation of the Equipment, including, without limitation, any infractions under the Commission's General Order 95. Except when otherwise required by the Laws or in the event that the Company determines that the violation, deviation or infraction caused by the Equipment poses a threat to the public or utility worker(s) or that the installed Equipment adversely impacts service reliability, asset life or the safe operation of Company facilities, prior to the Company remedying such violation, deviation or infraction, the Company will give the Customer written notice and the opportunity to remedy the same. If the Customer fails to correct the violation, deviation or infraction within thirty (30) days of such notice, the Company may, but shall not be obligated to, remedy such violation, deviation or infraction.
10. Where the Company determines that the Equipment loads require changes to Company's serving facilities, or where rearrangements are required as a result of the added loads, all such modifications must be performed prior to connection of the Equipment and Customer shall be responsible for all costs associated with the work. Customer shall be financially responsible for any damage to Company facilities resulting from Equipment loads added prior to completion of any required work. Either the Company or Customer may determine that facility modifications are not practical or cost effective for specific locations, in which case service will be provided under Company's approved Tariffs and either an Agreement for Unmetered Electrical Service, form 79-972, or metering may be required.



AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

11. This Agreement shall remain in effect until terminated. This Agreement may be terminated upon forty-five (45) days prior written notice: a) by either party, which shall result in termination of service; or b) by Company upon Customer's default of any of the stated terms, agreements, covenants, conditions and provisions of this Agreement, the license agreement for such equipment or non-conformance with Company's other applicable tariffs. Any notice for termination of this Agreement for default shall specify the nature of the default. Customer may utilize the forty-five (45) days from issuance of such notice to cure the specified default (or in the event of a default which requires in excess of forty-five (45) days to cure, such additional time as is approved in writing by the Company). Timely cure of a specified default will avoid termination for that default. Customer expressly acknowledges that the Company shall not be liable for any costs, expenses, damages, claims or the like caused by or arising out of the Company's termination of this Agreement, including but not limited to any rearrangement, relocation, removal or disconnection expenses. Company may continue to provide service to Customer's Equipment provided that a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status.
12. The Company may at a later date, upon ninety (90) days prior written notice, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue providing unmetered service.
13. Nothing in this Agreement shall preclude the Company from requesting authority from the Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.
14. The Company is authorized to modify the form of Attachment A and B at its sole discretion and at any time require additional reasonable information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.
15. All notices required herein shall be given in writing and delivered personally by United States Postal Service, or other nationally recognized courier service, to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer:	_____	Pacific Gas and Electric Company
Address:	_____	Billing Revenue & Records
	_____	P.O. Box 8239
	_____	Stockton, CA 95208
Attn:	_____	Attn. Unmetered Electric Usage

Customer's bill shall be mailed to the address listed below.

Billing Name:	_____
Address:	_____



AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

Attn: _____

16. The waiver by either Party of any default in the performance, or failure to insist on strict performance by the other, or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.
17. If Customer acquires additional Equipment (connected by another Customer under the provisions of an identical Agreement) through merger, purchase, or other forms of acquisition, all such acquired Equipment shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment A(s), if such additional unmetered facilities have not previously been identified to the Company. Customer must also provide the information required to complete new or modify existing Attachment B(s) as specified in Paragraph 4. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of Paragraph 18.
18. Customer may, with the Company's written consent, assign this Agreement if the assignee agrees in writing to perform all of Customer's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains responsible for all obligations under this Agreement up to the effective date of the assignment. In lieu of an assignment, the Customer's successor in interest may retrofit the Equipment for metering under Company's existing tariffs.
19. Upon termination of this Agreement, Customer shall promptly disconnect Customer's Equipment from the street light facilities. Customer remains responsible for payment of energy and customer charges under this Agreement until Equipment is disconnected.
20. Customer shall indemnify and hold harmless Company, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to employees of Company, Customer or any third party, or from loss, destruction or damage to property, including but not limited to property of Company, Customer, or any third party, arising out of or in any way connected with the performance of this Agreement, however caused, except to the extent caused by the active negligence or willful misconduct of Company, its officers, agents and employees. Customer will, on Company's request, defend any suit asserting a claim covered by this indemnity. Customer will pay all costs that may be incurred by Company in enforcing this indemnity, including reasonable attorneys' fees.
21. PG&E will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of electric energy to the Customer, but does not guarantee continuity or sufficiency of supply. PG&E will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage of any kind of character occasioned thereby if same is caused by inevitable accident, act of God, fire, strikes, riots, war, or any other cause except that arising from its failure to exercise reasonable diligence.
22. This Agreement shall supersede existing letters of understanding, agreements and contracts, whether verbal or written, for the provision of unmetered services to the Equipment.



AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO DEVICES CONNECTED TO PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

APPROVED:

PACIFIC GAS AND ELECTRIC COMPANY

(Customer)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)



DISTRIBUTION:	REFERENCES:
☐ Billing Revenue and Records (Original)	Date of Agreement: _____
☐ Service Planning (Copy)	Date of Attachment: _____
☐ Customer (Copy)	PM #: _____
	SA #: _____

Attachment A to Agreement for Unmetered Electric Service to Devices Energized by Connection to Pacific Gas and Electric Company's Street Light

(Form to be Completed By PG&E)

Facilities _____

Address: _____

Billing Name: _____

Address (if different from mailing): _____

Equipment billing information (to be completed by Pacific Gas and Electric Company)

Manufacturer/model or series _____

Equipment type* _____

**Use only one Attachment A per Equipment type*

Basic calculation for monthly kiloWatt hours (kWh) rounded to the nearest whole kWh for billing.

((Nominal voltage x Amps) /1000) x hours of operation

Use 731 hours for 24 hour load, or 335 hours for 11 hour photo controlled load.

Adjust Amps as needed when Average Documented Consumption is used in place of full rated amps for proper kWh billing.

Rate schedule	Nominal volts	Amps	Operating hours	kWh/Mo billing
A-1 or B-1				0

Applicant must provide the following:

- ° Equipment model, type and unit identification number
- ° Input ratings in amps, nominal volts or documented average consumption

Additional documentation and attachments as required by Pacific Gas and Electric Company:

- ° Pursuant to paragraphs 2a and 4 of the Agreement, for billing reporting, information required includes, but is not limited to:
- ° Equipment location (e.g., Street light number, GPS coordinate or other acceptable identification)
- ° Notification of tax exemptions which apply to the provisions of service under this Agreement

Provide the following when requesting service through Pacific Gas and Electric Company local offices

- ° A copy of the Agreement and Attachments for Unmetered Services
- ° Necessary information to complete an Electric Rule 3 request for service if required.

* "Automated Document, Preliminary Statement, Part A".



Page 1 of 1
Form 79-1078, Attachment B
Advice 4350-G-A/6050-E-A
March 2021

*Automated Document, Preliminary Statement Part A



Electric Sample Form No. 79-1105

Sheet 1

Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets
on
Pacific Gas and Electric Company's Street Light Facilities

**Please Refer to Attached
Sample Form**



DISTRIBUTION:

REFERENCE:

☐ XXXX☐ XXXX☐ XXXX☐ XXXX☐ XXXX

AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO SEASONAL LIGHTING LOADS CONNECTED TO FESTOON OUTLETS ON PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

This Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities (Agreement)
between

(Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for seasonal decorative equipment connected to street light facilities through festoon outlets.

- A. WHEREAS, such seasonal decorative equipment will be owned, operated and/or maintained by Customer; and
- B. WHEREAS, the Company historically owns, operates and maintains street light circuits with existing festoon receptacles designed to allow seasonal decorative lighting to be attached and energized; and
- C. WHEREAS, Customer intends to energize such equipment by connecting to Company-owned street light facilities through festoon outlet receptacles located a minimum of nine (9) feet above grade at the base of the pole or post; and
- D. WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for such equipment installed subject to this Agreement; and
- E. WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from Manufacturer's specifications and operating characteristics of the Customer where the load is controlled by a timer (where timer is not accessible by pedestrians) or is 24 hour constant and of one hundred fifty (150) watts or less rated load on any one street light; and
- F. WHEREAS, pursuant to the Company's Electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service for Customer's equipment in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the terms, and covenants contained herein, Customer and Company hereby agree as follows:

1. Customer's equipment that is the subject of this Agreement is identified in the data sheets set forth in Attachment A (Equipment). The Equipment will be installed by Customer on the facilities described in Recital Paragraph C above with an energy connection on the Company-owned street light circuit. Each location will be grouped in a specific account, separate from the street light account, identified by either the city or unincorporated county where the Equipment is located for proper billing and accounting. The energy account will be billed on the Company's regular monthly billing cycle for unmetered loads. Billing of fixed usage shall be at the amount indicated in Paragraphs

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



Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities*

2. Energy use for each piece of Equipment will be billed on Schedule A-1 or B-1 - Small General Service with an appropriate single customer charge for each grouped account. The method of determining the electric usage for such Equipment shall be as follows:
 - a) Where Equipment is controlled by a timer, Customer shall provide the timer and shall provide the Company with timer setting details, and detailed manufacturer's specifications. Any such timer must be acceptable to the Company, must be rated for outdoor use, and must have a single on and off setting per day. The daily operating interval (the time between the on and off settings) must be in whole hour increments, or will be rounded to the next higher whole hour increment for purposes of calculating energy used for billing purposes. Billing will be based on the Equipment load and the operating interval selected by the Customer.
 - b) Where Equipment is not controlled by a timer, the Equipment will be billed on a 24-hour basis.
 - c) Customer shall provide Company with the Manufacturer's documentation on Equipment rating, and other information necessary for the Company to determine applicability of this Agreement prior to installation of Equipment. Attachment A documents the specific Equipment and manufacturer and model number of the timers used to control Equipment, and will be used to record operating interval determined by the Customer and the kilowatt hours (kWh) to be billed for each Equipment type.
3. The energy charge is based on the monthly kWh calculated from the documentation provided by the customer based on Equipment rating multiplied by either 731 hours per month (for 24-hour continuous usage) under paragraph 2b, above; or, by the number of hours calculated on Attachment A based on the operating interval selected by the Customer (for timer controlled usage) under paragraph 2a, above. The charge shall also include all other associated charges under the applicable rate schedule.
4. Pursuant to Section D of the Company's electric Rule 3, Customer shall furnish the Company with information, in a format acceptable to the Company, which verifies the number and location of all Equipment at each service location and reflecting the net result of any installations and removals. The information to be reported is described in Attachment B. The information shall be provided prior to installation of equipment; removals shall be reported when completed. Any changes to the daily operating interval (timer settings as described in paragraph 2a, above) must be reported in advance.
5. If it is determined by the Company that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the otherwise full applicable tariff charges for such electrical load, calculated in accordance with Paragraph 3, above. The Company reserves the right to field or bench test Equipment to verify the inputs described in documentation provided in Paragraph 2, above. Customer shall be financially responsible for any damage to Company facilities that results from a failure to accurately report Customer's loads and operating time intervals.



Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities*

6. Auditing may be conducted at the Company's sole discretion. Auditing may commence at any time. The audit will be conducted by the Company or by an independent auditor selected by the Company. The cost of the audit shall be at the sole expense of the Customer. Customer will provide a complete and accurate inventory and other information as required in Paragraph 4 and in Attachment B. Customer shall provide access to the Equipment and provide assistance to the Company and its auditor to accomplish the audit, including, without limitation, identifying, locating and accessing the Equipment. The Company shall have the right to collect all costs associated with any additional work, including but not limited to, field verification or auditing of devices, bench testing, field amp or load reads and calculations of loads, that would otherwise not be incurred in serving metered facilities.
7. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the facilities of the Company or any third party by Customer. Prior to any attachment to Company-owned distribution poles, dedicated street light poles or connection of Equipment to Company owned street light facilities a license agreement with the Company will be required. Such license agreement shall remain a condition of service hereunder. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on or over private property or the public right of way.
8. Except as specifically provided otherwise herein, service furnished in accordance with this Agreement shall be subject to Company's applicable tariffs on file with the California Public Utilities Commission (Commission). This Agreement shall at times be subject to changes or modification by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
9. The Equipment subject to this Agreement shall be installed, maintained and operated at all times in accordance with all Company design standards and requirements and with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95 (collectively "Laws"). Customer shall be responsible to correct all identified violations of Laws and all identified deviations from Company design standards or requirements. Where the Company makes corrections, Customer shall be responsible for all costs for the Company to remedy any notices of violation or infractions imposed on the Company as a result of the Customer's installation or operation of the Equipment, including, without limitation, any infractions under the Commission's General Order 95. Except when otherwise required by the Laws or in the event that the Company determines that the violation, deviation or infraction caused by the Equipment poses a threat to the public or utility worker(s) or that the installed Equipment adversely impacts service reliability, asset life or the safe operation of Company facilities, prior to the Company remedying such violation, deviation or infraction, the Company will give the Customer written notice and the opportunity to remedy the same. If the Customer fails to correct the violation, deviation or infraction within thirty (30) days of such notice, the Company may, but shall not be obligated to, remedy such violation, deviation or infraction.



Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities*

10. Where the Company determines that the Equipment loads require changes to Company's serving facilities, or where rearrangements are required as a result of the added loads, all such modifications must be performed prior to connection of the Equipment and Customer shall be responsible for all costs associated with the work. Customer shall be financially responsible for any damage to Company facilities resulting from Equipment loads added prior to completion of any required work. Either the Company or Customer may determine that facility modifications are not practical or cost effective for specific locations, in which case service will be provided under Company's approved Tariffs and either an Agreement for Unmetered Electrical Service, Form 79-972, or metering may be required.
11. This Agreement shall remain in effect until terminated. This Agreement may be terminated upon forty-five (45) days prior written notice: a) by either party, which shall result in termination of service; or b) by Company upon Customer's default of any of the stated terms, agreements, covenants, conditions and provisions of this Agreement, the license agreement for such equipment or non-conformance with Company's other applicable tariffs. Any notice for termination of this Agreement for default shall specify the nature of the default. Customer may utilize the forty-five (45) days from issuance of such notice to cure the specified default (or in the event of a default which requires in excess of forty-five (45) days to cure, such additional time as is approved in writing by the Company). Timely cure of a specified default will avoid termination for that default. Customer expressly acknowledges that the Company shall not be liable for any costs, expenses, damages, claims or the like caused by or arising out of the Company's termination of this Agreement, including but not limited to any rearrangement, relocation, removal or disconnection expenses. Company may continue to provide service to Customer's Equipment provided that a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status.
12. The Company may at a later date, upon ninety (90) days prior written notice, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue providing unmetered service.
13. Nothing in this Agreement shall preclude the Company from requesting authority from the Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.
14. The Company is authorized to modify the form of Attachment A and B at its sole discretion and at any time require additional reasonable information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.
15. All notices required herein shall be given in writing and delivered personally by United States Postal Service, or other nationally recognized courier service, to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.



Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities*

Customer: _____ Pacific Gas and Electric Company
Address: _____ Billing Revenue & Records
_____ P.O. Box 8239
_____ Stockton, CA 95208
Attn: _____ Attn. Unmetered Electric Usage

Customer's bill shall be mailed to the address listed below.

Billing Name: _____
Address: _____
_____ Attn: _____

16. The waiver by either Party of any default in the performance, or failure to insist on strict performance by the other, or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.
17. If Customer acquires additional Equipment (connected by another Customer under the provisions of an identical Agreement) through merger, purchase, or other forms of acquisition, all such acquired Equipment shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment A(s), if such additional unmetered facilities have not previously been identified to the Company. Customer must also provide the information required to complete new or modify existing Attachment B(s) as specified in Paragraph 4. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of Paragraph 18.
18. Customer may, with the Company's written consent, assign this Agreement if the assignee agrees in writing to perform all of Customer's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains responsible for all obligations under this Agreement up to the effective date of the assignment. In lieu of an assignment, the Customer's successor in interest may retrofit the Equipment for metering under Company's existing tariffs.
19. Upon termination of this Agreement, Customer shall promptly disconnect Customer's Equipment from the street light facilities. Customer remains responsible for payment of energy and customer charges under this Agreement until Equipment is disconnected.



Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities*

20. Customer shall indemnify and hold harmless Company, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to employees of Company, Customer or any third party, or from loss, destruction or damage to property, including but not limited to property of Company, Customer, or any third party, arising out of or in any way connected with the performance of this Agreement, however caused, except to the extent caused by the active negligence or willful misconduct of Company, its officers, agents and employees. Customer will, on Company's request, defend any suit asserting a claim covered by this indemnity. Customer will pay all costs that may be incurred by Company in enforcing this indemnity, including reasonable attorneys' fees.
21. PG&E will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of electric energy to the Customer, but does not guarantee continuity or sufficiency of supply. PG&E will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage of any kind of character occasioned thereby if same is caused by inevitable accident, act of God, fire, strikes, riots, war, or any other cause except that arising from its failure to exercise reasonable diligence.
22. This Agreement shall supersede existing letters of understanding, agreements and contracts, whether verbal or written, for the provision of unmetered services to the Equipment.

APPROVED:

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

PACIFIC GAS AND ELECTRIC COMPANY

Customer/Company

Authorized by (Print)

Signature

Title

Date

Authorized by (Print)

Signature

Title

Date



DISTRIBUTION:

- ☐ Customer
☐ Divisions
☐ GO Svc Planning
☐ Billing Revenue
and Records

Date Of Agreement: _____

Date of this Attachment: _____

ATTACHMENT A TO AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO SEASONAL LIGHTING LOADS CONNECTED TO FESTOON OUTLET ON PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

Applicant: _____
Address: _____
Billing Name: _____
Billing Address: _____
(if different from mailing) _____

Equipment billing information (to be completed by Pacific Gas and Electric Company)

Manufacture/Model or Description: _____
Equipment Type*/Load Connected: _____
Timer Manufacture/Model or Description: _____
Timed Operating Interval (Hours/Day) _____ (round to next whole hour per agreement paragraph 2a)
**Use only one Attachment A per Equipment type*

Basic calculation for monthly kilowatt-hour (kWh) rounded to the nearest whole kWh for billing
 $((\text{Nominal voltage} \times \text{Amps}) / 1000) \times \text{hours of operations}$
Use 731 hours for 24 hour load, or 30.45 times operating interval hours for timer controlled load
Adjust Amps as needed when Average Documented Consumption is used in place of full rated amps for proper kWh billing

Rate Schedule	Nominal Volts	Amps	Operating Hours	kWh/Month Billing
A-1 or B-1			731	0

Applicant must provide the following:

- Equipment model, type and unit identification number.
- Equipment input rating in amps.
- Description of timer, if any, which controls hours of equipment operation, and any other information deemed necessary by Pacific Gas and Electric Company to accurately establish billing amounts.

Additional documentation and attachments as required by Pacific Gas and Electric Company:

- Pursuant to paragraphs 2a and 4 of the Agreement, for billing reporting, information required includes, but is not limited to:
 - Equipment location (e.g. Street light number, GPS coordinate or other acceptable identification).
 - Notification of tax exemption which apply to the provisions of service under this Agreement.

Provide the following when requesting service through PG&E local office

- A copy of the Agreement and Attachment for Unmetered Services.
- Necessary information to complete a Electric Rule 3 request for service if required.



Load Inventory

[illegible]



Electric Sample Form No. 79-1148
Direct Access Customer Replacement Declaration

Sheet 1

**Please Refer to Attached
Sample Form**



DIRECT ACCESS CUSTOMER REPLACEMENT DECLARATION

I, _____, state as follows:

1. I am an authorized representative of _____ ("Customer") and I am authorized to make this declaration.
2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
3. Customer has entered into an agreement for electric power service (Agreement) with the following ESP, _____.
4. Customer seeks to refurbish, reconstruct or remodel facilities at the Current Location, as noted below, and continue to serve these facilities under direct access at the Current Location. This replacement is in the normal course of business. "Current Location" means one existing customer site where the electric load of one customer service account is currently being served under direct access.

Current Location Information (Service Accounts listed by PG&E Service Agreement Number):

Name on Account: _____
Current Service Agreement Number: _____
New Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

5. Customer understands that a DASR must be submitted within sixty (60) days of acceptance of this notice by PG&E, or establishment of electric service for the New Service Account, whichever occurs last, for this replacement to be valid.
6. Customer agrees to maintain, and make available to the California Public Utilities Commission (CPUC) upon request, all records associated with its electricity service and consumption at Current Location, including, but not limited to, the applicable meter and account numbers, and the associated direct access load.
7. Customer agrees, by signing this Declaration, to authorize PG&E to share this information with the ESP named in Condition 3 above.
8. I understand that this form at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed this _____ day of _____, _____ at _____, _____ [City, State]

Signature: _____
Authorized Representative of New Customer

Title: _____

Date: _____

This document may be submitted by email, however PG&E reserves the right to request the original signature documents if needed.



ELECTRIC SAMPLE FORM 79-1151A Sheet 1
AGREEMENT AND CUSTOMER AUTHORIZATION
Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30
Kilowatts Or Less

**Please Refer to Attached
Sample Form**



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

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

IMPORTANT NOTES:

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

Part I – Generating Facility Information and Responsible Parties

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

Standard NEM Agreement Type: ☐ Single Account ☐ Multiple Aggregated Accounts

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

Customer Sector (check only one): ☐ Residential ☐ Educational
☐ Commercial ☐ Military
☐ Industrial ☐ Other Government
☐ Non-Profit

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

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

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

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

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

Company Name	Contact Person
Contact Phone Number	Email

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

Please complete this agreement in its entirety

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

The Privacy Policy is available at pge.com/privacy.
Automated Document, Preliminary Statement, Part A.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

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

Part II – NEM Generator System Size

A. Interconnection Study and Requirements

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

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

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

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

B. Generator System Sizing

The individual Solar CEC-AC KW and/or the Wind Turbine and/or Storage rating(s) calculated on the application cannot exceed 5% of the listed value(s) on this Agreement and Authorization.

Generator System Type: ☐ Solar ☐ Wind ☐ Both

Estimated Annual Production:

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

Estimated Annual Energy Usage:

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

(4) Recent annual usage	_____ (kWh) X 1.0	=	_____ (kWh)
OR (If 12 months usage not available) (5) Building size	_____ (sq ft) X 3.00 ^D	=	_____ (kWh)
AND (6) I plan to increase my annual usage (kWh) by	_____ (kWh)		_____ (kWh)
(7) Total Energy Usage	(2 or 3) + (4)	=	_____ (kWh)

Net Generation:

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

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

^B 8,760 hrs/yr x 0.17123 solar capacity factor = 1,500

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

^D 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.17123 solar capacity factor = 3.00



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

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

Part III – Rate Selection

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

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

☐ Stay on existing rate

☐ Requested new rate _____

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

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

Part IV – Interconnection Agreement Provisions

A. Purpose

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

B. Applicability

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

C. NEM Transition

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

D. Permission to Operate

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

E. Safety

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

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

F. Safe Operation of your Generating Facility

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

G. AC Disconnect Switch

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

H. Rate

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

I. NEM Billing

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

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

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

J. Net Surplus Compensation (NSC)

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

K. Limitation of Liability

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

L. Governing Law

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

M. Governing Authority

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

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

N. Term of Agreement

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

O. Meter Access

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

P. Stale Agreements

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

Q. Smart Inverters

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

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

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <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 upon request by PG&E in accordance with PG&E's Electric Rule 21.

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

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

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

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

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating

Facilities Of 30 Kilowatts Or Less

Part V – Signature

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

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

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

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

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

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

(Signature)

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

(Date)

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

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



San Francisco, California

Cal. P.U.C. Sheet No. 49229-E
Cal. P.U.C. Sheet No. 47354-E

Sheet 1

**Please Refer to Attached
Sample Form**

<i>Submitted</i>	<u>March 9, 2021</u>
<i>Effective</i>	<u>February 4, 2021</u>
<i>Resolution</i>	



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

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

IMPORTANT NOTES:

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

Part I – Generating Facility Information and Responsible Parties

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

Standard NEM2 Agreement Type: ☐ Single Account ☐ Multiple Aggregated Accounts

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

Customer Sector (check only one): ☐ Residential ☐ Educational
☐ Commercial ☐ Military
☐ Industrial ☐ Other Government
☐ Non-Profit

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

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

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

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

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

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

Company Name	Contact Person
Contact Phone Number	Email

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

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.
Automated Document, Preliminary Statement, Part A.

Page 1 of 6
Form 79-1151A-02
Advice 4350-G/6050-E
March 2021



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

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

Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

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

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

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

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

B. Generator System Sizing

The individual Solar CEC-AC KW and/or the Wind Turbine and/or Storage rating(s) calculated on the application cannot exceed 5% of the listed value(s) on this Agreement and Authorization.

Generator System Type: ☐ Solar ☐ Wind ☐ Both

Estimated Annual Production:

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

Estimated Annual Energy Usage:

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

(4) Recent annual usage	_____ (kWh) X 1.0	=	_____ (kWh)
OR (If 12 months usage not available) (5) Building size	_____ (sq ft) X 3.00 ^E	=	_____ (kWh)
AND (6) I plan to increase my annual usage (kWh) by	_____ (kWh)		
(7) Total Energy Usage	(4 or 5) + (6)	=	_____ (kWh)

Net Generation:

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

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

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

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

^C 8,760 hrs/yr x 0.17123 solar capacity factor = 1,500

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

^E 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.17123 solar capacity factor = 3.00



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

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

Part III – Rate Selection

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

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

☐ Stay on existing rate

☐ Requested new rate _____

Part IV – Interconnection Agreement Provisions

A. Applicability

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

B. Permission to Operate

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

C. Safety

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

D. Safe Operation of your Generating Facility

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

E. AC Disconnect Switch

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

^F Schedules such as ES, ESR or ET, which have no available corresponding time-of-use rate, are not required to switch to time-of-use rates, unless and until such a rate becomes available.



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

F. Rate

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

G. NEM2 Billing

The Customer's meter separately measures exports and imports.

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

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

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

H. Net Surplus Compensation (NSC)

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

I. Limitation of Liability

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

J. Governing Law

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

K. Governing Authority

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

L. Term of Agreement

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

M. Meter Access

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

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

N. Stale Agreements

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

O. CEC Listed

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

P. Warranties or Service Agreements

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

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

Q. Smart Inverters

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

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

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

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

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

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

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

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

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

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



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

Part V – Signature

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

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

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

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

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

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

(Signature)

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

(Date)

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

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



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Revised
Cancelling Original

Cal. P.U.C. Sheet No. 49230-E
Cal. P.U.C. Sheet No. 36336-E

Electric Sample Form No. 79-1153-02
NEM2A Load Aggregation Appendix

Sheet 1

**Please Refer to Attached
Sample Form**

Advice
Decision 6050-E-A

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution March 9, 2021
February 4, 2021

NEM2A LOAD AGGREGATION APPENDIX**(If Applicable)**

**List of Qualifying Accounts Eligible for
Load Aggregation under Special Condition 6 of Schedule
NEM2 and Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On
Same or Adjacent or Contiguous Property to Generator Parcel**

This is an appendix to Form 79-1151-02A, 79-978-02, 79-1137-02 or 79-1069-02 as applicable. As governed by Schedule NEM2 Special Condition 6, PG&E will aggregate the load of the Customer-Generator's accounts listed below where the Customer-Generator is the customer of record and the accounts continue to meet the requirements of Special Condition 6 of PG&E's NEM2 tariff as outlined in the Customer Declaration below.

In accordance with this appendix:

- (i) Pursuant to Schedule NEM2 Special Condition 6 the electricity generated by the renewable electrical generation facility and exported to the grid shall be allocated to each of the aggregated meters in proportion to the electrical load served by those meters, and
- (ii) In accordance with Special Condition 6 of the Rate Schedule NEM2, Customer-Generator shall remit service charges of _____ to PG&E for its cost of providing billing service to those meters, and
- (iii) Customer-Generator shall permanently be ineligible to receive AB 920 net surplus electricity compensation (NSC), and PG&E shall retain any kilowatt hours in excess of the eligible Customer-Generator's electrical load as determined for each aggregated meter individually. (However, if an Aggregated Account that is not a Generating Account is separated from the Arrangement, and subsequently qualifies for NEM2, it may be eligible for NSC.)

This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

NEM2A LOAD AGGREGATION APPENDIX

Requesting Second Service for Generator: ☐ Yes ☐ No

For Load Aggregation Arrangements Requesting an additional service for Generator – Subject to all other applicable rules, an additional service may be allowed for the Generating Account if it has no load other than that associated directly with the Renewable Electric Generation Facility. However, a customer may not subsequently add load to that additional service, and if the Renewable Electrical Generation Facility is removed, the additional service, may not be converted to a load account.

Accounts	Customer-Generator Service Agreement ID from your Billing Statement ⁶	Account Address as listed on your Billing Statement (Street, City, Zip Code – no P.O. boxes)	Annual kWh Load ⁷
Generator Account			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Total Annual kWh			
110% of Total Annual kWh (Standard NEM2 solar and/or wind <= 30 kW only)			

(Use more sheets as necessary. You do not have to restate the Generator Account on additional sheets.)

Total Annual Kwh Load (from all sheets, if applicable)	
Estimated Annual kWh Production	
Solar = CEC-AC ⁸ rating X 1,664 ⁹	
Wind = Total Inverter Nameplate Rating X 2,190 ¹⁰	
Other Technologies = Total Inverter Nameplate Rating X 7,008 ¹¹	

(Customer-Generator) _____ Date: _____ Page: __ of __

⁶ If this is a new account, enter *NEW*.

⁷ For previous twelve months from date of signature. Please also enter the annual kWh for generator account prior to the generator being installed; if none, enter zero.

⁸ CEC-AC (kW) = California Energy Commission Alternating Current, refers to inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

⁹ Estimated Solar Production = 8,760 hrs/yr X 0.19 solar capacity factor = 1,664

¹⁰ Estimated Wind Production = 8,760 hrs/yr X 0.25 wind capacity factor = 2,190

¹¹ Estimated Other Technologies = 8,760 hrs/yr X 0.80 other technologies capacity factor = 7,008

Customer-Generator Declaration

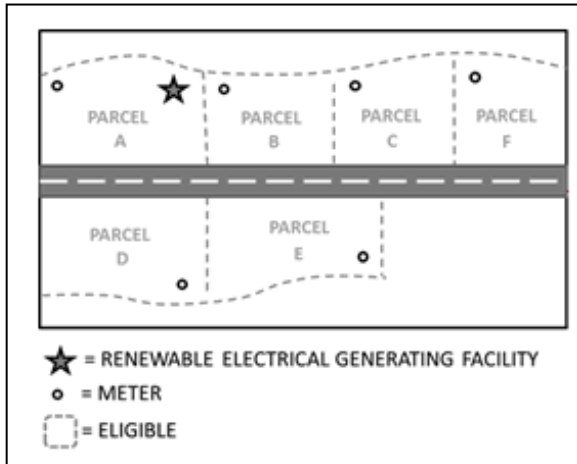
In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and

2) Each of the aggregated account meters associated with this NEM2 generator account are located either:

(i) on the property where the renewable electrical generation facility is located, or

(ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned, leased or rented by the customer-generator.



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

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the meters listed in this Appendix ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Type/Print Name

Title



ELECTRIC SAMPLE FORM 79-1158 Sheet 1
ELECTRIC VEHICLE SUBMETERING METER DATA MANAGEMENT AGENT
(MDMA) REGISTRATION AGREEMENT

**Please Refer to Attached
Sample Form**

EV Submeter Pilot Phase 1

Submeter MDMA Registration Agreement

ELECTRIC VEHICLE SUBMETERING METER DATA MANAGEMENT AGENT (MDMA) REGISTRATION AGREEMENT

I. INSTRUCTIONS FOR QUALIFYING AS A SUBMETER METER DATA MANAGEMENT AGENT

A. BACKGROUND

On November 19, 2013, the California Public Utilities Commission (Commission or CPUC) issued Decision (D.) 13-11-002 modifying the PEV Submetering Protocol requirements set forth in D. 11-07-029 by adopting the Commission Energy Division (ED) Staff's Plug-In Electric Vehicle Submetering Roadmap for a two-phase pilot. Ordering Paragraph 2 of D.13-11-002 requires the investor-owned utilities (IOUs) to submit a Tier 2 Advice Letter that includes the metering requirements provided by the ED to the IOUs, draft versions of the data format template, the Submeter Meter Data Management Agent (MDMA) registration Agreement, the customer enrollment Agreement, and MDMA Service Requirements.

All Submeter MDMA's must submit a Notice of Participation to the Commission's Energy Division by July 11, 2014 to participate in the pilot. Submeter MDMA's must indicate the following in the Notice of Participation: (1) the number of submeters associated with customers that have agreed to participate as of the date they submit the Notice and (2) the total number of submeters that they plan to enroll. The Notice of Participation is embedded within the Submeter MDMA Registration Agreement. Phase 1 of the Pilot ends after 12 billing cycles for a customer participant and no later than August 31, 2016.

The Commission may require that potential Submeter MDMA's comply with certain Energy Division standards in experience, education and training to perform the functions of a Submeter MDMA. These functions and associated requirements are described in detail in the Phase One Performance Standards for Metering and Meter Data Agents Participating in California's Electric Vehicle Submetering Pilot (Performance Standards), approved by the Commission in Resolution E-4651 and attached hereto as Attachment 1

B. REGISTRATION AGREEMENT

An entity desiring to act as a Submeter MDMA must complete the attached registration Agreement and submit it to the ED.

The ED will review the submitted documentation, determine if the prospective Submeter MDMA's standards meet the requirements established by the Commission, and notify the Submeter MDMA whether its request is approved via e-mail. The ED will make reasonable efforts to review the documentation and respond to the Submeter MDMA request within ten business days. Missing documentation may require the prospective Submeter MDMA's to resubmit that portion of the application and restart the ten-day review process.

C. REQUIREMENTS

1. Entities seeking to offer Submeter MDMA services for an electric vehicle (EV) submeter must submit a Submeter MDMA Registration Agreement to the ED. Approval to act as a Submeter MDMA will be granted to Submeter MDMA's that satisfy the requirements established in the MDMA Performance Standards document.
2. The determination is based on the ED's review of the Submeter MDMA's written application, completed documents, and the ability to meet PG&E's EV Submeter Pilot Phase 1 Data Reporting and Transfer Requirements (Data Exchange Requirements), attached hereto as Attachment 2.

ELECTRIC VEHICLE SUBMETERING METER DATA MANAGEMENT AGENT (MDMA) REGISTRATION AGREEMENT

3. Upon receipt of the Submeter MDMA's Registration Agreement, PG&E will electronically forward a copy of its data exchange requirements to the Submeter MDMA. The Submeter MDMA's are allowed ten days to report a customer drop out or change of address to the IOUs.
4. The Submeter MDMA's must notify Energy Division and all IOUs in which they are providing services in the event that they terminate service prior to the end of the Pilot Term.

D. SUBMETER MDMA REGISTRATION PROCESS

1. Submeter MDMA submits Registration Agreement to Adam Langton (adam.langton@cpuc.ca.gov) or Noel Crisostomo (noel.crisostomo@cpuc.ca.gov) of the CPUC's Energy Division by July 11, 2014. Reasonable efforts will be made to acknowledge receipt of the Registration Agreement within ten business days of receipt. The Energy Division may request additional information, as needed, to approve the MDMA's registration request for this phase of the Pilot.
2. Submeter MDMA receives final approval, may submit Customer Enrollment Agreements to PG&E starting September 1, 2014.
3. Submeter MDMA's shall enroll submeters on a first-come, first-served basis subject to Exclusivity Period and Enrollment Cap.

E. ENROLLMENT REPORTING

1. Submeter MDMA's must report the balance of unenrolled customers to PG&E that will be available for enrollment during the Exclusivity Period on Friday of each week until 450 customers have been enrolled, in which case, Submeter MDMA must submit daily updates.
2. PG&E will notify Submeter MDMA's of remaining spaces available via email by Wednesday of the following week.
3. Beginning at the fourth month Submeter MDMA's are able to enroll additional submeters on a first-come, first-served basis, reporting enrollments to PG&E daily.

F. SUBMETER TESTING AND CALIBRATION

Submeter MDMA's are not required to provide compliance and testing data to the IOUs if they have otherwise complied with the application process and demonstrated consistency with the Performance Standards for Metering and MDMA's. The Third Party Evaluator retained by the IOUs may randomly field test no more than five percent of the submeters for accuracy. By virtue of a customer's enrollment with submeter service by the IOU, the Independent Evaluator and Submeter MDMA's may obtain access from their participants for testing and calibration, if selected as part of the evaluation.

G. SUBMETER SAFETY REQUIREMENTS

Any Electric Vehicle Supply Equipment (EVSE), EVSE with embedded submeter, and/or stand-alone submeter installed prior to the Pilot must be certified by an Occupational Safety & Health Administration (OSHA)-approved Nationally Recognized Testing Laboratory (NRTL). Any EVSE, EVSE with embedded submeter, stand-alone submeter, and related PEV charging circuits, must have been installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and must have obtained any required inspection and approval by the local Authority Having

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Jurisdiction (AHJ). The OSHA-approved list of NRTLs is maintained at: <https://www.osha.gov/dts/otpc/nrtl/>.

Any EVSE, EVSE with embedded submeter, and/or stand-alone submeter installed as part of the Pilot must be Underwriters Laboratories (UL)-certified or meet PG&E safety standards. Any EVSE, EVSE with embedded submeter, stand-alone submeter and related PEV charging circuits must be installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and must obtain any required inspection and approval by the local AHJ.

H. DATA FORMAT

Submeter MDMA must satisfy PG&E's EV Submetering Pilot Phase 1 Data Reporting and Transfer Requirements, attached hereto as Attachment 2.

I. FORMAT TESTING

After PG&E receives the completed qualification documentation, the Submeter MDMA may contact PG&E to schedule the format acceptance test to ensure it can produce a secure data file that satisfies PG&E's Data Exchange Requirements. To schedule the test, please contact the EV Submetering Pilot Program Manager at PG&E.

J. SECURITY AND CONFIDENTIALITY

Submeter MDMA must comply with Data security and confidentiality requirements specified in the CPUC's Privacy Rules and PG&E's Electric Rule 27 (Privacy and Security Protections for Energy Usage Data). The Submeter MDMA's access to, use, and disclosure of customer-specific energy usage and billing data is subject to the prior, express written consent of the participating customer and the sole responsibility of the Submeter MDMA.

K. VEE PERFORMANCE STANDARDS

For the purposes of Phase 1 of the submetering pilot, the usage measured at the EV submeter will be used to allocate energy usage between a primary load and an electric vehicle. PG&E will accept the Submeter MDMA's data as being "valid" or VEE'd and bill both the EV and primary accounts accordingly. For purposes of Phase 1 of the pilot only, the Submeter MDMA is not required to satisfy the "Standards for Validating, Editing, and Estimating Monthly and Interval Data for Monthly and Interval Data" contained in "VEE-Attachment of the Direct Access Standards for Metering and Meter Data".

L. SUBMETER MDMA TERMINATION

PG&E will notify Submeter MDMA in the event it fails to timely meet performance requirements for two consecutive billing periods. Absent corrective actions, if Submeter MDMA fails to timely meet performance requirements for a third consecutive month, PG&E may petition Energy Division to terminate pilot participation by Submeter MDMA and its customers.

M. JURISDICTION

This agreement at all times shall be subject to such modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

ELECTRIC VEHICLE SUBMETERING METER DATA MANAGEMENT AGENT (MDMA) REGISTRATION AGREEMENT

N. INDEMNIFICATION

I, Submeter MDMA, hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from my participation in the submetering pilot under this Registration Agreement, including but not limited to the use of customer information obtained pursuant to the prior express, written consent of customers participating in the pilot, and from the taking of any action, including changes in services or rates of customers participating in the pilot, pursuant to this Registration Agreement, and provided such Utility action is consistent with applicable CPUC orders, tariffs and regulations.

[This Agreement must be signed by someone who has authority to financially bind the Submeter MDMA]

Signature of Authorized Agent of Company

Submeter MDMA Company Name

Name of Authorized Agent of Company (Print)

Executed on (Date)

Phone Number

City and State Where Executed

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2.0 SUBMETER MDMA REGISTRATION AGREEMENT

A completed and approved Submeter MDMA Registration Agreement must be submitted by any entity desiring to participate as a Submeter MDMA in the Phase 1 Submetering pilot.

PG&E will use reasonable efforts to acknowledge receipt of the Registration Agreement, request any necessary additional information, and provide information on the required Acceptance Test with sample data, contact names, and procedures, within ten business days of receipt of the Registration Agreement.

MDMAs will have a temporary right to a number of customers within each IOU territory in which they plan to participate. During this three month "Exclusivity Period" each MDMA will have "Exclusivity Rights" to a number of submeters that will be determined by dividing the 500 maximum submeter enrollments by the number of Submeter MDMAs. Submeter MDMAs must report the balance of unenrolled customers to PG&E that will be available for enrollment during the Exclusivity Period on Friday of each week until 450 customers have been enrolled, in which case, Submeter MDMA must submit daily updates. Beginning at the fourth month Submeter MDMAs are able to enroll additional submeters on a first-come, first-served basis, reporting enrollments to PG&E daily.

This registration is for Phase 1 only and expires on August 31, 2016

Submeter MDMA NAME	Contact Person
Address:	Title
City, State, ZIP	Phone Number
Address	Email Address
Submeter MDMA's DUNNS Number	

NUMBER OF SUBMETERS ASSOCIATED WITH CUSTOMERS THAT HAVE AGREED TO PARTICIPATE:

TOTAL NUMBER OF SUBMETERS YOU PLAN TO ENROLL AND PROVIDE SUBMETERING SERVICES:

Total Submeter installations will be broken down as follows:

Residential:	Non-NEM	+	+ NEM	=	Subtotal	+
	+		+		+	
Commercial:	Non-NEM	+	+ NEM	=	Subtotal	+
	=		=		=	
	Subtotal		Subtotal		= Total	

Attachment 1

EV Submeter Pilot Phase 1 PERFORMANCE STANDARDS FOR METERING AND METER DATA MANAGEMENT AGENTS

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I. STANDARDS FOR EV SUBMETERING

A. Physical Location

1. **Location.** The submeter must be located at any fixed point between the primary utility electric meter and the electric vehicle supply equipment (EVSE) coupler. Any EVSE containing an embedded submeter must indicate that it contains a metering device.
2. **Identification.** A submeter must be labelled with a unique serial number for identification.
3. **Security.** A meter system shall be designed and constructed so that metrology components are adequately protected from environmental conditions likely to be detrimental to accuracy. Components shall be designed to prevent unauthorized access to adjustment mechanisms and terminal blocks by providing for application of a physical security seal or an Audit Trail.
4. **Security from Tampering.** During Phase 1 of the submetering pilot, no sealing requirements will be placed on the submeter, regardless of whether remote configuration is feasible. The Submeter Meter Data Management Agent and/or EVSPs should document how they physically prevent submeters from tampering. No means shall be provided by which any measured electricity can be diverted from the measuring device.

B. Accuracy and Measurement

1. **Accuracy.** The submeter must maintain accuracy of +/- 5% during the first Phase of the pilot. The term 'accuracy' is equivalent to the same term used in the ANSI C-12 standard. Submeter MDMA is responsible for describing how they comply with this accuracy requirement prior to pilot installation.
2. **Interval of Measurement.** The submeter shall have the capability to measure energy consumption in time intervals equal to the interval used by PG&E, but submeters are not required to measure energy consumption in intervals smaller than 15 minutes. A Submeter MDMA has the option to measure in less than 15-minute time periods if they choose to do so. Regardless of the submeter's measurement interval, the Submeter MDMA must report energy consumption data in time intervals consistent with those used by PG&E.

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3. **Standard Time Synchronization.** The submeter shall be synchronized to the same time used by utility meters in order to maintain billing consistency with measurements from the primary utility meter. The submeter's time should be synchronized to the United States time standard as defined by the National Institute of Standards and Technology or within three minutes of the time used by PG&E.
4. **Unit of Measurement.** The submeter must measure electricity data to the nearest Watt-hour (Wh) for each time interval and must be time-stamped to indicate the time/date of the energy consumption.
5. **Submeter and MDMA Storage of Data.** The device memory should retain information on the quantity of electricity consumed during a loss of external power. Values indicated or stored in memory shall not be affected by electrical, mechanical or temperature variations, radio-frequency interference, power failure, or any other environmental influences to the extent that accuracy is impaired per UL 2594. Memory shall be nonvolatile or backed up in a network.
6. **Utility Storage of Data.** Watt-hour data accumulated and indicated shall be retained by PG&E consistent with the same data storage requirements applicable to customer billing data.

C. Safety

1. Any Electric Vehicle Supply Equipment (EVSE), EVSE with embedded submeter, and/or stand-alone submeter installed prior to the Pilot must be certified by an Occupational Safety & Health Administration (OSHA)-approved Nationally Recognized Testing Laboratory (NRTL). Any EVSE, EVSE with embedded submeter, stand-alone submeter, and related PEV charging circuits, must have been installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and must have obtained any required inspection and approval by the local Authority Having Jurisdiction (AHJ). The OSHA-approved list of NRTLs is maintained at: <https://www.osha.gov/dts/otpca/nrtl/>.
2. Any EVSE, EVSE with embedded submeter, and/or stand-alone submeter installed as part of the Pilot must be Underwriters Laboratories (UL)-certified or meet PG&E safety standards. Any EVSE, EVSE with embedded submeter, stand-alone submeter and related PEV charging circuits must be installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and must obtain any required inspection and approval by the local AHJ.

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D. Informing Customers about Submeter Data

1. **MDMA Responsibilities.** There is no requirement for the submeter device to visually display data. Customers should be informed of this requirement by the EVSP or Submeter MDMA. MDMA's must make data available to customers through a web-based or mobile phone application and by request
2. **Utility Responsibilities.** Utilities are required to report submeter data through the customer's monthly bill. PG&E is not required to report this usage data through their customer web tools. A utility may opt to report data to customers online
3. **Terms Subject to Modification after Pilot Term.** Customers should be informed that the pilot is temporary and that the requirements may change after the end of the first pilot phase.

E. Transfer of Submeter Data from Submeter MDMA's to Utilities

1. **Customer Submeter and Account Identification.** The MDMA must communicate the submeter serial number to the customer's utility as part of the customer enrollment in submetering services. This serial number shall be included in the monthly data communication in order to associate the submeter with the correct customer account.
2. **Minimum Transfer Requirement.** Utilities shall implement a simple means of receiving data that allows any qualified EVSP or Submeter MDMA to submit data to PG&E. Each utility shall make available a standard format for the MDMA to submit meter data via electronic spreadsheet. The form should allow the Submeter MDMA to submit all of its data through a single spreadsheet to the appropriate utility contact. The MDMA's should submit the data via the Internet in a secured /encrypted manner.
3. **Alternative Transfer Option.** Utilities are encouraged to explore additional meter transfer protocols that involve the use of 'Green Button' elements or other data transfer protocols that allow PG&E to efficiently receive data from the Submeter MDMA. These options may be offered to EVSPs as an alternative to the basic spreadsheet submission option, but cannot be required as the only data transfer method.
4. **Transfer Deadlines.** Submeter MDMA's must report data for a given billing period no later than three business days after the end of the billing period. Utilities should provide advance communication of these monthly deadlines to the Submeter MDMA to the extent that billing periods are known prior to the start of the Pilot Terms.

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5. **Transfer Testing.** Submeter MDMA must demonstrate ability to transfer a test meter data file, which can be successfully processed for subtractive billing by PG&E. The Transfer Testing may use the Minimum Transfer Requirement or the Alternative Transfer Requirement if offered by PG&E. Data transfer testing shall only be required during the MDMA registration process and thereafter as necessary.
6. **Process Updates.** Utilities may make periodic changes to the standard format for the MDMA to submit meter data. Submeter MDMA's may be required, at their cost, to make modifications and perform additional testing of their systems to support any changes required by the Utilities.

F. SUBMETER MDMA QUALIFICATION

Entities seeking to offer Submeter MDMA services for an electric vehicle (EV) submeter shall be required to submit a Submeter MDMA Registration Agreement if EVSP or entity seeks to offer such services. For Phase 1, the written request shall include the following information: name of the person or entity; business address and telephone number; intervals by which the EV submeter usage is measured, number of participants by customer class, utility service territory, whether the primary account is billed under a netting arrangement and all other data requirement found in the MDMA Registration form. Submeter MDMA's are required to register with the CPUC in order to participate in the Utilities' EV submetering programs. Upon receipt of the request, the CPUC's Energy Division (ED) shall be required to review the entities registration requirements. If the ED states that the proposed Submeter MDMA's educational and training requirements are sufficient, then the Submeter MDMA may begin offering Submeter MDMA services so long as it meets all the Submeter MDMA-related requirements.

G. SUBMETER MDMA VEE PERFORMANCE STANDARDS

1. Meet requirements established in the **"EV Submeter Pilot Data Reporting and Transfer Requirements" (Attachment 2)**
2. For the purposes of Phase 1 of the CPUC's EV "single customer of record" submetering pilot, the usage measured at the EV submeter will be used to allocate energy usage between a primary load and an electric vehicle. PG&E will accept the Submeter MDMA's data as being "valid" and bill both EV and primary accounts accordingly.
3. The Submeter MDMA must provide all of its EV submeter data to PG&E within 3 business days of PG&E's regularly scheduled meter read date. Any submetered data submitted after 5:00 pm Pacific Time of the third business day will not be incorporated into the customer's bill. If data is not received for any submeter billed interval within this timeframe, that interval will be considered as "zero" by PG&E when calculating the primary and EV submeter monthly bills. The 3 business day standard may be met by providing submeter data throughout the course of the month (e.g. on a weekly basis) if desired.

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H. METER SYSTEM TESTING

An independent third party evaluator (3PE) will be allowed to field test up to five percent of the EV submeters within each of the utilities service territories for each phase of the EV pilot to evaluate the accuracy of the overall metering system at a customer site. The 3PE shall be allowed to select which EV meters to test, and the Submeter MDMA and its customers' shall provide the necessary access and assistance to facilitate such testing.

The submeter MDMA's will propose methodologies for testing and calibration for IOU review, consent, and subsequent implementation.

Submeter Manufacturer Certification & Accuracy: EVSE providers shall provide the respective utilities with documentation of their compliance with the "EV Submeter Pilot Phase 1 Performance Standards for Metering and Meter Data Management Agents" in general and the results of accuracy testing specifically for each submeter by serial number.

Attachment 2 EV Submeter Pilot Phase 1 Data Reporting and Transfer Requirements

IOU & MDMA Suggested Updates

I. INTRODUCTION

This document is intended to describe the data format and data transfer processes necessary for a Submeter Meter Data Management Agent (MDMA) participating in Phase 1 of the CPUC ordered Electric Vehicle (EV) Submetering Pilot (Pilot). Submeter MDMA's are expected to meet certain performance standards in the EV Submetering Pilot¹, including transferring submeter data to the California Investor Owned Utilities (IOUs) for the purpose of Subtractive Billing. This document provides information on EV Submeter data formats and transfer methods to be used in the Pilot.

Submeter MDMA's are expected to transfer Submeter Data to the Utilities using one of two methods: Either the Minimal Transfer Requirement, or the Alternative Transfer Option. The Utilities may offer the alternative option, but it may not be required of Submeter MDMA for the Pilot. Details to implement the Minimal Transfer Requirement are the focus of this document.

Additional Submeter MDMA activities are beyond the scope of this document, such as the process for a Submeter MDMA to register with an IOU and to signup customers for the Electric Vehicle Submetering Pilot. These additional activities are referenced herein, but the details are outside of the scope of this document.

II. TERMS AND DEFINITIONS

CSV – Comma Separated Values. The spreadsheet file format used in the Minimal Transfer Requirement. It is also a format used for Green Button subscription files.

DUNS number - Data Universal Numbering System. A nine digit number assigned by Dun & Bradstreet unique to a single business entity.

NAESB - North American Energy Standards Board. NAESB is the standards organization that created the ESPI standard, which is used by Green Button.

UTC Time - Coordinated Universal Time (UTC). A signed positive 64 bit integer value representing the number of seconds from midnight Jan 1, 1970, in UTC, not counting leap second corrections to UTC (35 seconds through 2012). So 5:00 PM EDT on September 22, 2013, has a UTC Time value of 1379883600")

¹ See: Phase One Performance Standards For Metering And Meter Data Agents Participating In California's Electric Vehicle Submetering Pilot

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UUID - Universally Unique Identifier. UUID is used to identify entities such as Customer and Submeter MDMAs.

III. DATA FORMATS

This section describes the data file formats to be used in the Pilot. The two data formats available for this pilot are a Spreadsheet file format or the Green Button XML format. The spreadsheet format is for the Minimal Transfer Requirement.

A. *Minimal Transfer Requirement*

The spreadsheet data file format and name conventions are described below.

1. Spreadsheet Data Format

The Spreadsheet format is a simplified derivation of the Green Button XML format. The spreadsheet format allows Submeter MDMAs to transfer in one file EV Submeter data for multiple submeters and multiple days. The spreadsheet includes field headers with the following titles and meaning. The spreadsheet shall be transmitted in CSV file format.

Field Title	Field Description
Customer UUID	Assigned by IOU after a Registered Submeter MDMA completes the Customer enrollment with the IOU.
Interval Duration	Duration of data interval for the Read Quantity represented in seconds. Interval Duration is either "0900" for 15 minute intervals or "3600" for 60 minute intervals. Interval Duration is specified by the IOU based on the Primary Meter's unit of measure and/or the IOU's Subtractive Billing processes.
Read Date & Time	Date & Time for the start (beginning) of the data interval. Read Date & Time is expected to be at the top of the hour for 60 minute intervals (e.g., UTC Time equivalent of 10:00 am, 11:00 am,), or on the quarter hour for 15 minute intervals (e.g., UTC Time equivalent of 10:15 am, 10:30 am, 10:45 am, 11:00 am). A read Date & Time record is required for every interval every day, even when the Read Quantity is zero. (Formatted UTC Time, see terms and definitions)
Read Quantity	Interval value in Watt hours. (Formatted Decimal 12/6 with zero padding on the right, and none on the left)
Date Processed	Date the data was loaded into the spreadsheet by Submeter MDMA. (Formatted UTC Time, see terms and definitions)

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Below is an example of the spreadsheet file: (UTC Seconds in the example represent UTC Time)

36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369728900,40.640000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369729800,41.120000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369730700,43.040000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369731600,41.280000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369732500,39.840000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369733400,39.360000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369734300,40.000000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369735200,40.000000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369736100,39.200000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369737000,40.160000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369737900,40.000000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369738800,45.440000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369739700,45.280000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369740600,43.520000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369741500,38.880000,1370844900
36c8dc0f-ceee-4203-8ff9-05d2feeca7e7,900,1369742400,46.080000,1370844900

Customer UUID
assigned by
IOUs.

Duration

Read Start
(UTC Seconds)

Quantity
Consumed

3rd Party
Processed Date
(UTC Seconds)

2. Spreadsheet File Minimum Data Transfer Requirements

To facilitate data processing and possible data troubleshooting, minimum data transfer requirement are defined.

1. No partial day data will be processed by the IOU.
 - a. Spreadsheet files shall contain a minimum of 24 hours of interval data. (e.g., 96 consecutive intervals assuming 15 minute intervals, or 24 consecutive intervals assuming 60 minute intervals.)
 - b. Spreadsheet files shall contain a read Date & Time record for every interval, even when the interval's Read Quantity is a zero or a missing value.
 - c. Missing values shall be represented with a zero values.
 - d. SCE and SDG&E expect 96 consecutive intervals in a day; PG&E expects 24 consecutive intervals in a day for Residential submeters and 96 consecutive intervals in a day for Commercial & Industrial submeters.
2. IOUs recommend daily file transfers.
 - a. Daily file transfers may contain Date & Time records for multiple days.
 - b. Daily file transfers containing Date & Time records for multiple days, shall contain all expected consecutive intervals (e.g., no missing intervals or gaps in intervals)
 - c. Daily file transfers may contain repeated or corrected Date & Time records. IOU will use the most recently received and processed interval record(s), when billing the submeter data. IOU may not correct Date & Time records for intervals previously billed.

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3. Date & Time records should not be delayed by more than three days. Records delayed by three or more days may not be processed for billing, due to the Pilot requirement that meter data is to be sent 3 days after the customer's billing period.

3. Spreadsheet File Name Structure

The CSV spreadsheet files transferred by the Submeter MDMA to PG&E shall use the following file naming structure:

"MDMA-DUNS_IOU-DUNS_EVSP_YYYYMMDDHHMMSS.CSV"

File Name Component	Component Description
MDMA-DUNS	The nine digit DUNS Number of the Submeter MDMA registered with the IOU and provided to the IOU as part of the Submeter MDMA's Registration process. (Format numeric 9, all formatting dashes omitted)
IOU-DUNS	The nine digit DUNS Number of the IOU and provided by the IOU as part of the Submeter MDMA Registration process. (Format numeric 9, All formatting dashes omitted)
EVSP	Hard coded "EVSP" to identify the file as part of the EV Submetering pilot application.
YYYYMMDDHHMMSS	The date and time the spreadsheet file was created by the Submeter MDMA, based on MDMA's local time as determined by MDMA. Purpose of this file name component is to determine time sequence of files sent from an individual MDMA.
Example file name: "987654321_123456789_EVSP_20130428245959.csv"	

B. Provision of UUIDs to Submeter MDMA's

The provisioning of UUIDs consists of transferring the Customer UUIDs from the IOU to the Submeter MDMA. . The Customer UUIDs are assigned by IOU after the MDMA's approved registration into the EV Submetering Pilot, and after a Registered Submeter MDMA submits a valid Customer Enrollment form to IOU. The Customer UUIDs are sent by encrypted email from IOU to the MDMA or by the EVSP Enrollment report described below in section Enrollment and Exception Reporting to Submeter MDMA's.

The Customer UUIDs will be sent to the Submeter MDMA in a CSV file containing both the UUID and the corresponding Unique Submeter Device Identifier (aka, Submeter Serial Number) for the customer's service. See EVSP Enrollment Data Format below for more details.

IV. DATA TRANSFER METHODS

The IOUs each have slightly different methods to send and receive Minimal Transfer Requirement spreadsheet files and Green Button XML format files. This section describes PG&E's methods.

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PG&E uses sFTP to receive both the Spreadsheet Format and Greenbutton Format data files from MDMA's. For the phase 1 pilot, PG&E will only support receiving the Spreadsheet format from MDMA's and only provide MDMA's enrollment files (no providing of Exception Reporting files for phase 1).

PG&E's preference is for MDMA's to push data files to our hosted sFTP servers (Inbound) and to pull enrollment files from our SFTP servers (outbound).

Per PG&E's preferred method, PG&E will provide MDMA's the following information:

1. IP Address
2. Assigned Username
3. Password or log in key (for key connectivity)
4. MDMA's to provide PG&E:
 - a. Name, email, and telephone number of MDMA's connectivity contact person(s).
 - b. Filename(s)

If file encryption is required, PG&E will provide the MDMA with PG&E's PGP Public Key. If necessary, PG&E can support pulling data files from MDMA's external servers (inbound) and pushing enrollment files to MDMA servers (outbound). To support this, PG&E will require the following information from the registered MDMA:

Files Inbound to PG&E:

1. SSH2 RSA 2048-bit key. This is used for validating the sFTP Connection. PG&E does use passwords as an alternative.
2. Hostname / IP address
3. Download folder path
4. Filename(s)
5. Name, email, and telephone number of MDMA's connectivity contact person(s).

Files Outbound from PG&E:

1. Hostname / IP address
2. Username
3. Password (or log-in key will need to be exchanged)
4. Upload folder path
5. Name, email, and telephone number of MDMA's connectivity contact person(s).

If file encryption is required, PG&E will provide the MDMA with PG&E's PGP Public Key.

V. ENROLLMENT AND EXCEPTION REPORTING TO SUBMETER MDMA'S

Enrollment information and reporting of errors or exceptions in the submeter CSV Spreadsheet format from PG&E to Submeter MDMA may be provided in CSV formats described below. These reporting CSV files will be transferred from PG&E to the Submeter MDMA using the outbound Data Transfer Methods described above.

A. Enrollment and Exception Reporting File Name Structure

The CSV files transferred by PG&E to Submeter MDMA shall use the following file naming structure:

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"MDMA-DUNS_IOU-DUNS_EVSPENROLLMENTS_YYYYMMDDHHMMSS.CSV"
"MDMA-DUNS_IOU-DUNS_EVSEXCEPTIONS_YYYYMMDDHHMMSS.CSV"

See the Spreadsheet File Name Structure section above for additional description of the file name components.

B. EVSP Enrollment Data Format:

Field Title	Field Description
Transaction Type	Valid values are: • "New Enrollment" • "Enrollment Termination" (Formatted alpha-numeric)
Customer UUID	Assigned by IOU after a Registered Submeter MDMA completes the Customer enrollment with the IOU. The "New Enrollment" transaction file is the vehicle to initially transmit the UUID to the MDMA. Submeter MDMA will receive a Customer UUID for every Unique Submeter Device Identifier.
Unique Submeter Device Identifier	The Unique Submeter Device Identifier (aka Submeter Serial Number on the Customer Enrollment Form) provided by the Submeter MDMA during the Customer enrollment process. This identifier is unique to each submeter and provided by the MDMA. This identifier is expected not to change during the Phase I pilot. In the event of a submeter replacement, MDMA shall report data for the replacement submeter using the previously assigned Customer UUID. (Formatted alpha-numeric maximum 17 characters)
Effective Date	First date IOU will accept Submeter data from the MDMA. (Formatted UTC Time, see terms and definitions)
Termination Date	Date of the last day the EV submetering data will be used for subtractive billing. A new enrollment will not have a Termination Date (blank field); an Enrollment Termination will have a Termination date. For the Phase I pilot an Enrollment Termination will be sent after the 11 th billing month. MDMA are expected to submit to IOU an Enrollment Termination, in the event their customer discontinues Submetering service. (Formatted UTC Time, see terms and definitions)

C. EVSP Exception Data Format:

If the IOU processing the MDMA's submetering data detects an error or exception within the spreadsheet data file, the IOU, at its own discretion, may elect to provide the MDMA with an exception notice. One method of sending an exception notice from the IOU to the submeter MDMA is an Exception Data file in the following format:

ELECTRIC VEHICLE SUBMETERING METER DATA MANAGEMENT AGENT (MDMA) REGISTRATION AGREEMENT

Field Title	Field Description
Customer UUID	Assigned by IOU after a Registered Submeter MDMA completes the Customer enrollment with the IOU.
Originating File Name	CSV file name provided by the Submeter MDMA which generated the exception (formatted MDMA-DUNS_IOU-DUNS_EVSP_YYYYMMDDHHMMSS.CSV)
Date Processed	Date Processed by PG&E. (Formatted UTC Time, see terms and definitions)
Exception Error	A description of the error generated by the CSV file provided by the Submeter MDMA. Example exception-errors may include: - Invalid Enrollment - Customer and/or Device Invalid. - Invalid Data - Negative Values not allowed. - Invalid Data - Partial Data Found. - Invalid Data - Data received that is before or after the enrollment. - Invalid Enrollment - Customer and/or Device Invalid. (Formatted alpha-numeric, up to 255 characters)

VI. ALTERNATIVE TRANSFER OPTION (GreenButton format)

The IOUs may offer an alternative data transfer option, but the option may not be required of Submeter MDMA for the Pilot. The Alternative option described in this document is the Extensible Markup Language (XML) Green Button format.

The expected XML data format for EV Submetering data is the forthcoming NAESB Green Button Connect My Data standard for bulk transfer (Bulk Standard). This forthcoming standard is under development by NAESB and expected to be completed in early 2014.

The XML format for the Bulk Standard is a modification of the NAESB Green Button Connect XML². The batch modifications to the Green Button Connect XML are outlined in the document titled Authorization and Bulk Transfer in Green Button Connect My Data.³ Section 2.5 of the document describes Use Case #13: Bulk Transfer of Multiple Authorized Resources.

Please note the majority of the document titled Authorization and Bulk Transfer in Green Button Connect My Data, relates to an OAuth Authorization method which is not utilized in the EV Submetering Pilot.

The current ESPI Schema is available at the following webpage:

http://naesb.org/termsofuse_form.asp?doc=espi.xsd

² See REQ.21 – Energy Services Provider Interface, NAESB 2010,
http://www.naesb.org/ESPI_Standards.asp

³ See:
http://osgug.ucauiug.org/sgsystems/OpenADE/Shared%2520Documents/Testing%2520and%2520Certification/GreenButtonTestPlan/referenceMaterial/GreenButtonAuthorization.docx&sa=U&ei=mhFYU9PoLYWryAT1jYHoCQ&ved=0CBsQFjAA&usg=AFQjCNEwqtjaVvo3Al6tgJlkeBnCt_3C1g



Electric Sample Form No. 79-1190

Sheet 1

Virtual Net Energy Metering (NEM2V) Interconnection Agreement
for Solar (PV) or Wind Generation Totaling 1 MW or Less

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6050-E-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 9, 2021
February 4, 2021



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

This *Virtual Net Energy Metering (NEM2V) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less*, (Agreement) is entered into by and between _____

(Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a multi-tenant or multi-meter Eligible NEM2V installation on a single Premises, as defined in Electric Rule 1 for the Customer-Generator or designated agent of the Customer-Generator who interconnects a single solar photovoltaic and/or wind generating facility (Renewable Electric Generation Facility) sized no larger than 1 MW for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEM2V) of the past year that is on a single Premises, as defined in Electric Rule 1¹ with other individually metered PG&E Benefitting Accounts that will be allocated the benefits of the Renewable Electric Generation Facility as described in NEM2V, that meets all the applicability requirements in Schedule NEM2V, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Electric System.

The purpose of this Agreement is to allow the Customer-Generator to interconnect the Renewable Electric Generation Facility with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEM2V. Customer-Generator has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Electric System, primarily to offset part or all of the NEM2V Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service. Customer-Generator shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

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

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

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Generating Facility's expected date of Initial Operation is _____

The expected date of Initial Operation shall be within two years of the date of this Agreement.

¹ From Electric Rule2, a PREMISES is defined as all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served.



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

Appendix A	Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
Appendix B	A Copy of <i>PG&E's Agreement for Installation or Allocation of Special Facilities</i> (Forms 79-255, 79-280, 79-702) or <i>Agreements to Perform Any Tariff Related Work (62-4527)</i> , if applicable (Formed by the Parties).
Appendix C	Customer-Generator Affidavit Warranting That NEM2V Arrangement Is Sized to Load.
Appendix D	NEMV, NEM2V, NEMVMASH or NEM2VMSH Storage (if applicable)

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2V, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

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

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 17 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

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

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

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



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

- (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 5.

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

5. GENERATING FACILITY REQUIREMENTS

- 5.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 5.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 5.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Rule 21 Generator Interconnection Application* (Form 79-1174-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Virtual Net Energy Metering (NEM2V) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less* (Form 79-1190); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.
- 5.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 5.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 5.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.
- 5.7 For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

Distribution Provider may require a field verification of the Customer-Generator inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

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

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

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

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

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

6. INTERCONNECTION FACILITIES

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

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.



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

7. LIMITATION OF LIABILITY

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

8. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in Section 5 and provide the following for insurance policies in place.

To the extent that Customer-Generator has currently in force property insurance and commercial general liability or personal liability insurance, Customer-Generator agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Customer-Generator meets the requirements of this section, Customer-Generator shall not be required to purchase any additional liability insurance.

☐ I have insurance. I hereby certify that there is presently insurance coverage in the amount of
\$_____ for the Schedule NEM2V Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

☐ I do not have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for the Schedule NEM2V Generating Facility location.

9. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

9.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 9.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

10. NOTICES

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

If to PG&E:

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



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

If to Customer-Generator:

Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX: (_____) _____

10.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 10.1.

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

11. REVIEW OF RECORDS AND DATA

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

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

12. ASSIGNMENT

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

13. NON-WAIVER

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

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

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

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



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

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

15. AMENDMENT AND MODIFICATION

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

16. ENTIRE AGREEMENT

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

17. SIGNATURES

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

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



**VIRTUAL NET ENERGY METERING (NEM2V)
INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR
WIND GENERATION TOTALING 1 MW OR LESS**

APPENDIX A

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



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

APPENDIX B (If Applicable)

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



**VIRTUAL NET ENERGY METERING (NEM2V)
INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR
WIND GENERATION TOTALING 1 MW OR LESS**

APPENDIX C

**CUSTOMER-GENERATOR AFFIDAVIT WARRANTING THAT NEM2V
ARRANGEMENT IS SIZED TO LOAD**

In accordance with Schedule NEM2V, I, Customer-Generator warrant that:

- 1) the Generator Account associated with this NEM2V agreement is sized to offset no more than part or all of the annual usage (kWh) requirements of all the Benefitting Accounts included in this NEM2V Arrangement, and
- 2) the Eligible Allocation Percentage established for each Benefitting Account is sized to offset no more than part or all or the annual usage (kWh) requirement for that specific Benefitting Account.

Service Address of Generator:

Customer Generator's Name

Signature

Date

Type/Print Name

Title



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

APPENDIX D (If Applicable) **NEMV, NEM2V, NEMVMASH or NEM2VMSH Storage**

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



Electric Sample Form No. 79-1193

Sheet 1

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

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6050-E-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>March 9, 2021</u>
<i>Effective</i>	<u>February 4, 2021</u>
<i>Resolution</i>	<u></u>



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM) Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less Paired with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification

IMPORTANT NOTES:

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

Part I – Generating Facility Information and Responsible Parties

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

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

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

Customer Sector (check only one):

☐ Residential	☐ Educational
☐ Commercial	☐ Military
☐ Industrial	☐ Other Government
☐ Non-Profit	

Account Holder Name* (Individual or Company)

Electric Service Agreement ID *

Meter Number*

CA

Service Address*

City*

State

Zip*

Customer Phone Number

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

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

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

Contact Name to Request Access (if access issues exist)

Contact Phone

Please complete this agreement in its entirety.

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

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

Automated Document, Preliminary Statement, Part A.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM) Interconnection

For Solar And/Or Wind Electric Generating

Facilities Of 30 Kilowatts Or Less with Energy

Storage of 10 Kilowatts Or Less or Energy Storage

with Power Control System Certification

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

Company Name

Contact Person

Contact Phone Number

Email

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

Part II – NEM Generator System Size

A. Interconnection Study and Requirements

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

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

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification

B. Generator System Sizing

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

The individual Solar CEC-AC KW and/or the Wind Turbine and/or Storage rating(s) calculated on the application cannot exceed 5% of the listed value(s) on this Agreement and Authorization.

Generator System Type: ☐ Solar ☐ Wind ☐ Both

Estimated Annual Production:

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

Estimated Annual Energy Usage:

(4) Recent annual usage _____ (kWh) X 1.0 = _____ (kWh)
OR (If 12 months usage not available) (5) Building size _____ (sq ft) X 3.00^D = _____ (kWh)
AND (6) I plan to increase my annual usage (kWh) by _____ (kWh)
(7) Total Energy Usage (2 or 3) + (4) = _____ (kWh)

Net Generation:

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

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

A Non-NEM Eligible Energy Storage System or an Energy Storage System with a Certified Power Control System (see Section R):

Energy Storage System Rating _____ kW

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

If not, please provide:

Energy Storage Inverter Rating _____ kW

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

^B 8,760 hrs/yr x 0.17123 solar capacity factor = 1,500

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

^D 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.17123 solar capacity factor = 3.00



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification

Part III – Rate Selection

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

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

- ☐ Stay on existing rate
- ☐ Requested new rate _____

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

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

Part IV – Interconnection Agreement Provisions

A. Purpose

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

B. Applicability

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

C. NEM Transition

Customers receiving service on the current NEM tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier, are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedule NEM at http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf for more details.

D. Permission to Operate

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification

E. Safety

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

F. Safe Operation of your Generating Facility

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

G. AC Disconnect Switch

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

H. Rate

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

I. NEM Billing

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

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification

J. Net Surplus Compensation (NSC)

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

K. Limitation of Liability

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

L. Governing Law

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

M. Governing Authority

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

N. Term of Agreement

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

O. Meter Access

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

P. Stale Agreements

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification

Q. Smart Inverters

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

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

Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <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 upon request by PG&E in accordance with PG&E's Electric Rule 21.

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

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

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

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

R. Power Control System Certification

By signing below, customer confirms that Energy Storage over 10 kW has received UL 1741 CRD **for** Power Control Systems (PCS) certification that will comply with either No Grid Charge or No Storage Export as defined in Schedule NEM2.

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification

Part V – Signature

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

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

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

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

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

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

(Signature)

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

(Date)

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

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



Electric Sample Form No. 79-1193-02

Sheet 1

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

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6050-E-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>March 9, 2021</u>
<i>Effective</i>	<u>February 4, 2021</u>
<i>Resolution</i>	<u></u>



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

IMPORTANT NOTES:

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

Part I – Generating Facility Information and Responsible Parties

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

Standard NEM2 Agreement Type: ☐ Single Account ☐ Multiple Aggregated Accounts

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

Customer Sector (check only one): ☐ Residential ☐ Educational
☐ Commercial ☐ Military
☐ Industrial ☐ Other Government
☐ Non-Profit

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

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

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

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

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

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.
Automated Document, Preliminary Statement, Part A.

Page 1 of 8
Form 79-1193-02
Advice 4350-G-A/6050-E-A
March 2021



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

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

Company Name _____ Contact Person _____

Contact Phone Number _____ Email _____

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

Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

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

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

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

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

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



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

B. Generator System Sizing

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

The individual Solar CEC-AC KW and/or the Wind Turbine and/or Storage rating(s) calculated on the application cannot exceed 5% of the listed value(s) on this Agreement and Authorization.

Generator System Type: ☐ Solar ☐ Wind ☐ Both

Estimated Annual Production:

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

Estimated Annual Energy Usage:

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

(4) Recent annual usage _____ (kWh) X 1.0 = _____ (kWh)
OR (If 12 months usage not available) (5) Building size _____ (sq ft) X 3.00^E = _____ (kWh)
AND (6) I plan to increase my annual usage (kWh) by _____ (kWh)
(7) Total Energy Usage (4 or 5) + (6) = _____ (kWh)

Net Generation:

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

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

A Non-NEM Eligible Energy Storage System or an Energy Storage System with a Certified Power Control System (see Section R):

Energy Storage Rating _____ kW

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

If not, please provide:

Energy Storage Inverter Rating _____ kW

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

^C 8,760 hrs/yr x 0.17123 solar capacity factor = 1,500

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

^E 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.17123 solar capacity factor = 3.00



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

Part III – Rate Selection

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

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

☐ Stay on existing rate

☐ Requested new rate _____

Part IV – Interconnection Agreement Provisions

A. Applicability

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

B. Permission to Operate

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

C. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electric generating system, or a hybrid system of both, that meets

those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

D. Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that the Customer's Facility, or its operation, may endanger (a) the public, (b) PG&E personnel, or (c) the safe and reliable operation of PG&E's electric

^F Schedules such as ES, ESR or ET, which have no available corresponding time-of-use rate, are not required to switch to time-of-use rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

For Solar And/Or Wind Electric Generating

Facilities Of 30 Kilowatts Or Less with Energy

Storage of 10 Kilowatts Or Less or Energy Storage

with Power Control System Certification

system, PG&E shall have the right to disconnect the Facility from PG&E's system. Customer's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

E. AC Disconnect Switch

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

F. Rate

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

G. NEM2 Billing

The Customer's meter separately measures exports and imports.

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

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

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

H. Net Surplus Compensation (NSC)

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

I. Limitation of Liability

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

J. Governing Law

Please complete this agreement in its entirety



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

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

K. Governing Authority

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

L. Term of Agreement

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

M. Meter Access

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

N. Stale Agreements

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

O. CEC Listed

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

P. Warranties or Service Agreements

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

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



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

Q. Smart Inverters

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

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

Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <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 upon request by PG&E in accordance with PG&E's Electric Rule 21.

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

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

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

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (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.

R. Power Control System Certification

By signing below, customer confirms that Energy Storage over 10 kW has received UL 1741 CRD for Power Control Systems (PCS) certification that will comply with either No Grid Charge or No Storage Export as defined in Schedule NEM2.

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

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



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

Part V – Signature

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THE FULLY POPULATED DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY. THIS FORM MUST BE SIGNED BY THE EXISTING PG&E CUSTOMER LISTED IN PART I.

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

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

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

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

(Signature)

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

(Date)

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

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



Electric Sample Form No. 79-1202
Load Aggregation Appendix

Sheet 1

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6050-E-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted March 9, 2021
Effective February 4, 2021
Resolution _____

LOAD AGGREGATION APPENDIX

(If Applicable)

**List of Qualifying Accounts Eligible for Net Energy Metering (NEM & NEM2)
Load Aggregation,
Load Aggregation Sizing Affidavit, and
Customer-Generator Declaration Warranting Load Aggregation Arrangement Is Located
On The Same or Adjacent or Contiguous Property to Generator Parcel**

This is an appendix to Schedules NEM and NEM2 involving load aggregation¹. As described in the special condition titled "Load Aggregation", PG&E will aggregate the load of the Customer-Generator's accounts listed below where the Customer-Generator is the customer of record and the accounts continue to meet the requirements as outlined in the Customer Declaration on the last page of this Appendix.

In accordance with this appendix and pursuant to the applicable net energy metering tariff:

- (i) The electricity generated by the Renewable Electrical Generation Facility (REGF) and exported to the grid shall be allocated to each of the aggregated meters in proportion to the electrical load served by those meters, and
- (ii) Customer-Generator shall remit the associated service charges to PG&E for its cost of providing billing service to those meters (one-time setup charge of \$25 per meter, no more than \$500, and an ongoing monthly charge of \$5 per meter, all billed on the generator account), and
- (iii) Customer-Generator shall permanently be ineligible to receive AB 920 Net Surplus electricity Compensation (NSC), and PG&E shall retain any kilowatt-hours (kWh) in excess of the eligible Customer-Generator's electrical load as determined for each aggregated meter individually. However, if an Aggregated Account that is not a Generating Account is separated from the Arrangement, and subsequently qualifies for a net energy metering program, it may be eligible for NSC.

This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Net Energy Metering Aggregation Sizing Affidavit

For Net Energy Metering projects, the REGF size should be "intended primarily to offset part or all of the customer's own electrical requirements."² For NEM or NEM2, not including Load Aggregation, this means that the annual kilowatt-hours (kWh) produced by the REGF (e.g. solar system) should not exceed the kWh of annual usage associated with the PG&E meter at the Point of Interconnection. Annual usage is determined by referencing the previous 12 months of usage records for the meter, plus any additional kWh representing future additional usage.

For Load Aggregation, under NEM Aggregation (NEM2A), the REGF should be sized to produce no greater than the total annual kWh of all the aggregated meters within your Arrangement, plus any additional kWh representing future additional usage. The sizing determination should be based on recent annual usage of all the load accounts in the Arrangement plus additional usage for the Arrangement³ As stated above in (iii), NEM2A REGFs are not eligible for NSC. At the time of true-up, any Net Surplus

¹ Customers either requesting to take service on or are already taking service on Schedules NEM and NEM2 must complete this Appendix to apply for Load Aggregation or make changes to their existing Load Aggregation Arrangement. See the special condition titled "Load Aggregation" in the applicable net energy metering tariff.

² Per State Public Utilities Code Section 2827(a)(4)(A))

³ The Arrangement is defined as the aggregated (or "benefitting") accounts and the single generating account loads, which may or may not have load.

Electricity⁴ that was produced by the REGF that was not attributed to an Aggregated Accounts (benefitting load accounts) within the Arrangement would not be compensated.

What size system do I need?

Some factors to consider when sizing your system are your project budget, return on investment expectations, current and future energy needs, and the location and amount of your property dedicated to the system.

To find additional resources, please visit <https://pge.wattplan.com/>

⁴ **Net Surplus Electricity** - (defined as all electricity generated by an eligible customer measured in kilowatt-hours over a Relevant Period – as defined in Special Condition 2.h of the NEM2 tariff – that exceeds the amount of electricity consumed by that eligible customer)

Completing this Appendix

This Load Aggregation appendix is composed of three sections where Applicants should complete the applicable Worksheet located in either Section I or II and sign the Customer-Generator Declaration (Section III). Please read through this entire Appendix (confirming your eligibility and request), complete the associated Worksheet on the following pages, and sign the Customer-Generator Declaration.

Sections (Identifying Your Request)

I. New Load Aggregation Requests Worksheet

- All new load aggregation requests and requests that do not meet the definition of either Conversion, Rearrangement or Change Party (as defined below) must complete the table in Section I
- All accounts in the Arrangement must be included in this table with the requested information. As described in the Net Energy Metering Aggregation Sizing Affidavit section above, customers with insufficient recent annual usage may include their estimated proposed future load in the “Annual kWh Load” column.
- If you are also requesting a new service for the Generator⁵, check the box below:

☐ Yes, I am requesting a new service for the Generator

II. Rearrangement/Change Party Requests Worksheet

- Load aggregation requests that meet the criteria included in Section II and are requesting to do a Rearrangement or Change Party should only complete the table in Section II
- Rearrangement/Change Party requests are defined as follows:
 - i. **Conversion Requests:** A request by an existing NEM customer to enter into a Load Aggregation arrangement for the previously approved REGF. The REGF must not have been modified since the Permission to Operate was issued. The new Load Aggregation arrangement must have at least two load accounts.
 - ii. **Rearrangement Requests:** A request by the same customer of record to modify the aggregated accounts in an approved Load Aggregation arrangement (i.e. add and/or remove aggregated accounts). The new Load Aggregation arrangement must have at least two load accounts.
 - iii. **Change Party Requests:** A request to take over the generator account and at least two load accounts from the previously approved Load Aggregation arrangement. The request can only be made after the new owner has started service as the new customer of record for the applicable electric services (i.e. the services are in the new customer's name). For assistance with this request, contact the Solar Customer Service Center at 877-743-4112.

⁵ For Load Aggregation arrangements requesting an additional service for Generator, subject to all other applicable rules, an additional service may be allowed for the Generating Account if it has no load other than that associated directly with the Renewable Electric Generation Facility. However, a customer may not subsequently add load to that additional service, and if the Renewable Electrical Generation Facility is removed, the additional service, may not be converted to a load account. Note: there must be at least two load accounts to be eligible for Load Aggregation.

LOAD AGGREGATION APPENDIX

Section I: New Load Aggregation Requests Worksheet (If Applicable)

Table 1: Load Information						
ACCOUNT ⁶	PARCEL NUMBER	ACCOUNT NAME ^{7 8}	SERVICE ADDRESS (Street, City, Zip Code – no P.O. boxes) ²	ELECTRIC SERVICE AGREEMENT NUMBER ²	ELECTRIC METER NUMBER ²	ESTIMATED ANNUAL KWH LOAD ⁹
SAMPLE 1 (New Service)	000-000-000	New	123 AG ST, Anywhere, 00000	New	New	5000
SAMPLE 2	111-111-111	John Doe	123 House ST, Anywhere, 00000	1111111112	2222222222	7000
REGF Load						
Load Acct 1						
Load Acct 2						
Load Acct 3						
Load Acct 4						
Load Acct 5						
Load Acct 6						
Load Acct 7						
Load Acct 8						
Load Acct 9						
Load Acct 10						
Total Estimated Annual kWh Load (100%) *						
*Sum of all Annual KWH Load cells above						

⁶ When required by an existing tariff (e.g. Schedule NEM2), any load aggregation account not on a Time-of-Use (TOU) rate at the time of Permission to Operate will be defaulted to an applicable TOU rate.

⁷ If this is a new account, enter NEW in this column,

⁸ As listed on your most recent Energy Statement

⁹ Provide the previous twelve (12) months of the current customer's recent annual usage (from the date of signature). The "previous 12 months" requirement has two exceptions: (1) Standard NEM (SNEM) projects who were sized appropriately at the time of PTO who later convert to SNEMA without increasing the generator size and (2) first-time (i.e. no previous PTO issued for the generator) SNEM Aggregation requests who have sufficient load at the time of application submittal. In the case of proposed future load and/or load that you may have recently added, place the sum (total annual kWh) of your current annual usage and your proposed annual usage increase as one value. When including proposed future load for a Load Account, all columns for that entry must have a value. If there is no load or proposed future load, place zero.

LOAD AGGREGATION APPENDIX

Table 1.2: Comparison of Aggregated Load kWh to Estimated Annual kWh Production

Estimate of Total Aggregated Load	100% of Total Estimated Annual kWh Load* *Use value from "Total Estimated Annual kWh Load (100%)" from table 1.1 above.	
Estimate of Total Annual kWh Production	Solar = CEC-AC ¹⁰ rating X 1,500 ¹¹ Wind = Total Inverter Nameplate Rating X 2,190 ¹² Other Technologies = Total Inverter Nameplate Rating X 7,008 ¹³	
kWh production greater than load?	Yes : If "Estimate of Total Annual kWh Production" is greater than "Estimate of Total Aggregated Load" = Yes. Applicant must downsize REGF kW. No: If "Estimate of Total Annual kWh Production" is less than "Estimate of Total Aggregated Load" = No. Project meets sizing to load limitation.	

¹⁰ CEC-AC (kW) = California Energy Commission Alternating Current, refers to inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

¹¹ Estimated Solar Production = 8,760 hrs/yr X 0.17123 solar capacity factor = 1,500

¹² Estimated Wind Production = 8,760 hrs/yr X 0.25 wind capacity factor = 2,190

¹³ Estimated Other Technologies = 8,760 hrs/yr X 0.80 other technologies capacity factor = 7,008

LOAD AGGREGATION APPENDIX

Section II: Rearrangement/Change Party Requests Worksheet (If Applicable)

Applicability

The Rearrangement/Change Party table below should only be completed in lieu of the table under Section I above if:

1. Your request complies with the definition of Rearrangement or Change Party (as described above),
2. You are submitting either a Rearrangement or Change Party Request, AND
3. The size of the generating facility connected to the Generator Account is not increasing¹⁴

Reminders

1. The new Load Aggregation arrangement must continue to meet all of the requirements specified in the Customer-Declaration section below to be approved.
2. As described earlier in this Appendix, overgeneration should be avoided.

Table 2.1: Conversion/Rearrangement/Change Party Requests Worksheet (If Applicable)

ACCOUNT ¹⁵	PARCEL NUMBER	ACCOUNT NAME ^{16 17}	SERVICE ADDRESS (Street, City, Zip Code – no P.O. boxes) ²	ELECTRIC SERVICE AGREEMENT NUMBER ²	ELECTRIC METER NUMBER ²
SAMPLE 1	000-000-000	New	123 House ST, Anywhere, 00000	New	New
SAMPLE 2	111-111-111	John Doe	123 House ST, Anywhere, 00000	1111111112	2222222222
Generator					
Load Acct 1					
Load Acct 2					
Load Acct 3					
Load Acct 4					
Load Acct 5					
Load Acct 6					
Load Acct 7					
Load Acct 8					

(Use more sheets as necessary. Do not restate the Generator Account on additional sheets.) Page: ___ of ___

¹⁴ If the system size is increasing, you are ineligible to submit either a Rearrangement or Change Party request and must instead complete the table in Section I. Note: Any modifications to the generating facility connected to the Generator Account must submit a new interconnection application online.

¹⁵ When required by an existing tariff (e.g. Schedule NEM2), any load aggregation account not on a Time-of-Use (TOU) rate at the time of Permission to Operate will be defaulted to an applicable TOU rate.

¹⁶ If this is a new account, enter NEW in this column,

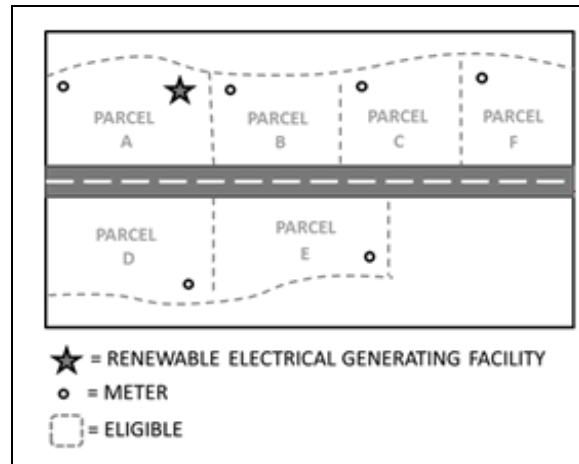
¹⁷ As listed on your most recent Energy Statement

Section III: Customer-Generator Declaration

I, Customer-Generator, represent and warrant under penalty of perjury that:

- 1) I have received and read this Appendix in its entirety, understand the importance of properly sizing the net energy metering generator, and agree to remit all charges associated with being billed on Load Aggregation; and
- 2) The total annual output in kWh of the generator is less than or equal to 100% of the annual aggregated electrical load in kWh of the meters within the arrangement, including the load on the generating account itself (before being offset by the generator), and including any estimated future additional load; and
- 3) All of the aggregated account meters associated with this generator account are located either on the property where the electrical generation facility is located or are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.

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



- 4) I agree to notify PG&E if there is any change of status that makes any of the meters listed in this Appendix ineligible for Load Aggregation to ensure that only eligible meters are participating; PG&E will require an updated version of this Load Aggregation Appendix form; and

- 5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Load Aggregation including, but not limited to, parcel maps and ownership records.

Customer Generator's Name

Signature

Date

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



Electric Sample Form No. 79-992
Customer Generation Agreement
(Third Party Generator on Premises Non-Exporting)

Sheet 1

**Please Refer to Attached
Sample Form**



CUSTOMER GENERATION AGREEMENT **(3rd PARTY GENERATOR ON PREMISES, NON-EXPORTING)**

This *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* (Agreement) is entered into by and between _____ a _____ (Customer), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE, PURPOSE, AND RELATED AGREEMENTS

This Agreement, in conjunction with the *Generating Facility Interconnection Agreement (3rd Party Non-Exporting)* (Form 79-988), identified in Section 2.2 and attached as Appendix A, allows the Producer (as identified in Section 2.2) to utilize Customer's electrical facilities to interconnect and operate the Generating Facility in parallel with PG&E's Distribution System. The purpose of the Generating Facility is to serve the Customer's electrical loads at the location identified in Section 2.1.

2. SUMMARY AND DESCRIPTION OF THE PARTIES AND LOCATION OF GENERATING FACILITY

- 2.1 The name and address used by PG&E to locate the Customer or electric service account where the Generating Facility interconnects with PG&E's Distribution System is:

- 2.2 The Generating Facility shall be Interconnected with PG&E's Distribution System pursuant to the *Generating Facility Interconnection Agreement (3rd Party Non-Exporting)* between PG&E and _____ its successors or assigns (Producer) dated _____ (Producer Agreement).



**CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES,
NON-EXPORTING)**

2.3 Producer's contact information:

3. CUSTOMER ACKNOWLEDGEMENTS AND OBLIGATIONS

- 3.1 Customer acknowledges that it has authorized the Generating Facility to be installed and operated by Producer in accordance with PG&E's Electric Rule 21 on or adjacent to Customer's premises. Such Generating Facility shall be used to serve all or a portion of Customer's electrical loads associated with the electric service provided by PG&E at the location identified in Section 2.1, above, and any other purpose permitted under the *Producer Agreement*. Customer shall be solely responsible for the terms of any agreement between it and Producer.
- 3.2 Customer shall be solely responsible for any charges incurred under PG&E's electric service tariffs for the services provided to Customer by PG&E. Customer acknowledges that it is the sole end-use consumer of such tariffed services. This Agreement does not constitute an agreement by PG&E to provide any tariffed service to Producer.
- 3.3 Customer acknowledges the Generating Facility shall be operated in compliance with all PG&E tariffs, including but not limited to PG&E's Electric Rule 21, and any other regulations and laws governing the interconnection of the Generating Facility. Customer further acknowledges that it has been made aware of the charges and conditions related to the operation of the Generating Facility including, but not limited to Standby Tariff, Preliminary Statement "BB" Non-Bypassable Charges Tariff, and Electric Rule 2, and that the performance or lack of performance of the Generating Facility may affect the rates and charges billed by PG&E for the electric power delivered to Customer. Copies of such tariffs are available at www.PGE.com or by request to PG&E.



**CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES,
NON-EXPORTING)**

- 3.4 Any amounts to be paid, or refunded to, PG&E for the services received by Customer as a result of the Producer failing to operate the Generating Facility in accordance with the terms of the representations and warranties made under the *Producer Agreement* shall be paid to PG&E in accordance with PG&E's electric tariffs.
- 3.5 Customer shall make the Generating Facility reasonably accessible to PG&E's personnel, contractors or agents to perform PG&E's duties under Electric Rule 21.
- 3.6 Smart Inverters - For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

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

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

<http://www.gosolarcalifornia.org/equipment/inverters.php>.)

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

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

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



**CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES,
NON-EXPORTING)**

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

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

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

4. TERMS AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 13 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
 - (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the Customer’s electric service account through which the Generating Facility is interconnected to PG&E’s Distribution System is closed or terminated.

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

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



**CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES,
NON-EXPORTING)**

- (c) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the 31st day following the date the Producer Agreement is terminated, unless the responsibility for such Producer Agreement is assigned to or replaced by a subsequent Producer. The Parties shall cooperate in obtaining an assignment or replacement agreement.
 - (d) At 12:01 A.M. on the 61st day after Customer or PG&E provides written Notice pursuant to Section 6 below to the other Party of the Customer or PG&E's intent to terminate this Agreement.
- 4.2 Customer may elect to terminate this Agreement pursuant to the terms of Section 4.1(d) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(d) for one or more of the following reasons:
 - (a) A change in PG&E's applicable tariffs, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Unless otherwise agreed in writing by the Parties, Customer fails to take all corrective actions specified in PG&E's Notice provided in accordance with Section 6 that Customer is out of compliance with the terms of this Agreement within the time frame set forth in such Notice.

5. LIMITATION OF LIABILITY

- 5.1 Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.
- 5.2 PG&E shall not be liable to Customer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Customer resulting from termination of the *Producer Agreement* between Producer and PG&E, provided such termination is consistent with the terms of the *Producer Agreement*.



CUSTOMER GENERATION AGREEMENT
**(3rd PARTY GENERATOR ON PREMISES,
NON-EXPORTING)**

6. NOTICES

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

If to PG&E: [Contact information to be supplied]

If to Customer: [Contact information to be supplied]

- 6.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 6.1.
- 6.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

7. RELEASE OF DATA

Customer authorizes PG&E to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission (Commission) information regarding the Generating Facility, including Customer's name and location, and the size, location and operational characteristics of the Generating Facility, as may be requested from time to time pursuant to the CEC's or Commission's rules and regulations.

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



**CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES,
NON-EXPORTING)**

9. NON-WAIVER

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

10. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFFS, DEFINED TERMS

- 10.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 10.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 10.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by PG&E. Copies of such tariffs are available at www.PGE.com or by request to PG&E and are incorporated into this Agreement by this reference.
- 10.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.
- 10.5 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 1 or Electric Rule 21 Section C. If any term is defined in both Rule 1 and Electric Rule 21, the definition in Electric Rule 21 shall prevail.



**CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES,
NON-EXPORTING)**

11. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. PG&E shall determine in its sole discretion whether prior commission approval is required for such amendments or modifications.

12. ENTIRE AGREEMENT

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

13. SIGNATURES

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

_____ (Company Name)	_____ PACIFIC GAS AND ELECTRIC COMPANY
_____ (Signature)	_____ (Signature)
_____ (Print Name)	_____ (Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)



CUSTOMER GENERATION AGREEMENT
**(3rd PARTY GENERATOR ON PREMISES,
NON-EXPORTING)**

APPENDIX A

Generating Facility Interconnection Agreement
(3rd Party Non-Exporting)

BETWEEN

**PRODUCER AND PACIFIC GAS AND ELECTRIC
COMPANY**



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Attachment 2

Redline Tariffs

For convenience of the reader, where text has been revised in the Sample Forms, PG&E has included the redline revisions in Attachment 2.

The redlines tariffs in Attachment 2 do not include tariffs where previously approved attachments or exhibits have been added back into the Sample Form, nor do they include Sample Form that have been reformatted to eliminate extra line spacing or page breaks within the document without modifying the language of the form.



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

	Revised	Cal. P.U.C. Sheet No.	36992-G
<i>Cancelling</i>	Revised	Cal. P.U.C. Sheet No.	36877-G

Gas Sample Form No. 79-753
Compressed Natural Gas Fueling Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 4350-G-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>March 9, 2021</u>
<i>Effective</i>	<u>February 4, 2021</u>
<i>Resolution</i>	<u></u>



COMPRESSED NATURAL GAS FUELING AGREEMENT

DISTRIBUTION

- ☐ Customer
- ☐ Gas Billing Solutions (Original)
- ☐ Division Billing Analyst
- ☐ NGV Customer Service

REFERENCES

SA#: _____
Account#: _____
NGV Customer
Service Rep: _____
NGV Customer Service
Contact # 1-800-684-4648

GENERAL

1. This Agreement, between Pacific Gas and Electric Company (PG&E), a California corporation, and _____ (Customer), a(n) _____, is for compressed natural gas (CNG) for fueling of motor vehicles.
2. Customer agrees to purchase and PG&E agrees to provide CNG pursuant to the terms of this Agreement and to experimental rate Schedule G-NGV2, or its successor.
3. Customer agrees to provide a written list of all vehicles, including make, model, year, and vehicle identification number, which will be using CNG. The Customer agrees to notify PG&E if any of the vehicles are taken out of service, no longer fueled by CNG, or other vehicles converted to use CNG.
4. This Agreement includes Exhibit A (Certificate of Instruction for Fueling Natural Gas Vehicles) and Exhibit B (Certificate of Inspection for Compressed Natural Gas Vehicle Fuel System). All Exhibits are incorporated into and made a part of this Agreement. Exhibits may be amended from time-to-time in accordance with this Agreement. All applicable PG&E gas rules in effect at the time of execution and any amendments thereto during the term of this Agreement are incorporated in this Agreement by reference.
5. Both Customer and PG&E agree to abide by the terms of the above rate Schedule and its successor, as well as all effective rules in PG&E's gas tariffs.

FUELING LOCATION

6. PG&E will provide locations for fueling of Customer's vehicles. All fueling will be provided at designated PG&E fueling stations where excess capacity is available. Customer agrees to obey posted speed limits and to operate their vehicles in a safe manner at refueling locations.
7. Customer access time shall be mutually arranged.
8. Fueling will be accomplished using the fast-fill CNG dispensing system. Customer will be provided one (1) card key per vehicle which will be used to initiate fueling. Customer will be held responsible for the safe keeping of the card key and may be charged for replacement of said card key if it is lost or stolen. It shall be the responsibility of the Customer to notify PG&E immediately if said key card is lost or stolen.
9. Training certification will be required for each new account individual who may fuel a natural gas vehicle. Each operator shall be responsible for completing a Certificate of Instruction for Fueling Natural Gas Vehicles (Exhibit A) or for completing a comparable fueling-instruction session verified and approved by PG&E.

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

CERTIFICATE OF INSPECTION OF NATURAL GAS VEHICLE FUEL SYSTEM

Exhibit B

10. CNG Vehicle Fuel Tank Inspections - Customer must provide evidence of the cylinder and fuel system inspection for each of Customer's vehicles to PG&E. Proof of inspection shall consist of the fully completed inspection form set forth in Exhibit B, accompanied by the automobile repair/inspection business work order showing the business letterhead, date, inspector name and qualifications, and the results of the performance of the inspection. PG&E reserves the right to suspend Customer's access to PG&E's fueling services if Customer has failed to provide the documentation specified in this paragraph establishing that each vehicle has passed inspection within the preceding three (3) years or 36,000 miles, or until such time as PG&E is provided the required documentation showing that a qualified inspector has inspected and found the system to be fit for service.

BILLING

11. PG&E will bill customer at the applicable rate(s) set forth above for the total compressed natural gas service during the billing period. PG&E will send the Customer's monthly billing to the following address:

TERM AND TERMINATION

12. This Agreement shall become effective commencing the date the card key has been activated by PG&E. This Agreement shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice.
13. PG&E reserves the right to immediately deactivate an assigned card key and terminate this Agreement as a result of a Customer's unsafe fueling and/or driving practices at a PG&E designated fueling station, or delinquent payment of bills for services rendered.

COMMUNICATIONS

14. Any communications concerning fueling card-key requests shall be in writing or in electronic form via an email or an internet message. Written communications can be delivered either by hand or by certified delivery to the appropriate address, as follows:

To the Customer: _____

Email Address: _____

CERTIFICATE OF INSPECTION OF NATURAL GAS VEHICLE FUEL SYSTEM

Exhibit B

To PG&E: PG&E NGV Customer Service

4180 Duluth Avenue

Rocklin, CA 95765

Email Address: ngvinfo@pge.com

15. Either party must designate by written notice any change of address to which formal communications should be sent. Formal communications shall be deemed effective when received.

LIABILITY

16. Customer accepts all risks related to the operation and fueling of Customer's motor vehicles at PG&E's CNG fueling station(s) and agrees to hold PG&E and its employees harmless from any and all damages resulting from ingress, egress, and fueling with CNG at any PG&E facility or any other damage or injury whether to persons or property as a result of or in direct relationship to the fueling of Customer motor vehicles with CNG, excepting only such damage or injury caused by the sole negligence or willful misconduct of PG&E.

RIGHTS TO DATA

17. PG&E has the right to collect, use, or distribute all vehicle performance data relating to the Customer's CNG vehicle operations.

ASSIGNMENT

18. This Agreement may not be assigned by either party without the written consent of the other. If this Agreement is assigned, it shall be binding on the party to which it is assigned. Assignment of this Agreement shall not release the assigning party from any of its obligations under this Agreement unless such a release is agreed to in writing by the other party and the assuming party.

EXCLUSIVE NATURE AND INTERPRETATIONS

19. This Agreement does not change the obligations, restrictions or rights contained in other agreements between the parties unless expressly indicated in this Agreement. Customer and PG&E agree that all understandings between them regarding this Agreement are set forth or referenced in this Agreement. No agreements, representations, memoranda, or other forms of communication, written or oral, exchanged before the signing of this Agreement, shall be grounds for altering or interpreting the terms of this Agreement.
20. This Agreement shall be interpreted under the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This Agreement and the obligations of the two parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).

REGULATORY

21. This Agreement shall at all times be subject to any changes or modification the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may

CERTIFICATE OF INSPECTION OF NATURAL GAS VEHICLE FUEL SYSTEM

Exhibit B

be to this Agreement or to PG&E's applicable tariff schedules. PG&E shall notify the Customer of any such changes or modifications which may affect Customer's obligations under this Agreement.

PACIFIC GAS AND ELECTRIC COMPANY

_____ (Customer)	_____
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Federal Tax ID/CA Drivers License No.)	
_____ (Date)	_____ (Date)

Incorporated Attachments:

Exhibit A - Certificate of Instruction Form for Natural Gas Fueling

Exhibit B – Certificate of Inspection for Compressed Natural Gas Vehicle Fuel System

Illustrative Attachments: Rate Schedule G-NGV2



CNG Fueling Agreement

Exhibit A

Certificate of Instruction for Fueling Natural Gas Vehicles

INSTRUCTIONS: One form is to be completed for each new account individual who may fuel a natural gas vehicle at a PG&E CNG station. Each individual shall receive training and shall demonstrate three (3) full fueling cycles to qualify them as a station operator, and will sign and date a form at the completion of the training. Customer shall be required to sign one form.

HOW TO SAFELY OPERATE A PG&E CNG STATION FOR CNG VEHICLE FUELING

The following procedures shall be followed:

1. No smoking or open flame shall be allowed within 25 feet of the fueling area.
2. CNG cylinders must comply with DOT FMVSS 304 and/or ANSI/AGA requirements. Vehicles must comply with NFPA 52. A current CNG fuel system inspection record must be on file with PG&E (required every 3 years or 36,000 miles).
3. Vehicle must be shut off, and the emergency brake must be set during entire fueling process.
4. Evaluate station safety signage, read all instructions and look for signs of damage or vandalism.
5. Remove fueling nozzle from dispenser. Verify the valve is in the "VENT (OFF)" position.
6. Inspect fueling hose, break-away device and nozzle for damage prior to making connection to vehicle.
7. Make connection to vehicle and ensure nozzle is secured to vehicle receptacle.
8. Turn nozzle handle to the "FILL (ON)" position.
9. Enable dispenser by inserting fueling card into card reader and follow instructions on display.
10. Begin fueling vehicle by lifting on/off handle at front of dispenser to the ON position.
11. Do not re-enter vehicle during fueling, this creates static electricity and leads to hose drive-off's.
12. When fueling has automatically ended or to end at any time, lower on/off handle to the OFF position.
13. Turn the nozzle handle to "VENT (OFF)" position, disconnect the nozzle from vehicle, and return to its stored location on the dispenser.
14. User will report safety hazards or equipment and property damage to PG&E as soon as possible via the on-site emergency telephone.
15. In the event of an emergency, and if safe to do so, user will push an Emergency Shut Down (ESD) device button to disable station operation, and immediately call 911 or report the incident via the on-site emergency telephone.

I hereby certify that I have been trained to properly fuel natural gas vehicles as outlined above.

Date of Instruction

Operator's Signature

PG&E Employee's Signature
(or designated instructor)

I hereby further certify that I will not permit any non-certified person to use my key card for fueling natural gas vehicles.

Customer
(Print name)

Customer's/Operator's Signature

Date



Certificate of Inspection

of Compressed Natural Gas Vehicle Fuel System

Exhibit B



INSTRUCTIONS: Both sides of this Certificate of Inspection are to be completed and signed by the automotive repair/inspection service, and signed by the PG&E CNG customer. **Inspector: If you can't resolve an issue, leave the answer blank and explain in the comments.** Any answer of "No" or "N" should be explained in the comments section. Mail this completed Certificate of Inspection, or a photocopy, to: **PG&E—Natural Gas Vehicle (NGV) Customer Services, 4180 Duluth Avenue, Rocklin, CA 95765.** Please include the automotive repair/inspection work order showing the inspection business letterhead, date, inspector name, qualifications summary and results of the inspection.

Customer Name	Vehicle State of License and Number	Odometer Reading	
Vehicle Make	Model	VIN	Model Year
Cylinder #1 Manufacturer	Part#(s)	Serial #(s)	Pressure Rating
Cylinder #2 Manufacturer	Part#(s)	Serial #(s)	Pressure Rating
Cylinder #3 Manufacturer	Part#(s)	Serial #(s)	Pressure Rating
Cylinder #4 Manufacturer	Part#(s)	Serial #(s)	Pressure Rating

CYLINDER: If the cylinder(s) has passed inspection within the last three years and within 36,000 miles, only questions 2, 3, 14-22 of this form need be completed along with proof of the prior inspection, the customer and vehicle information and final signatures of inspector and customer. Please record the inspection date and any other pertinent information in the comment section on the next page of the form.

Reason for inspection (check one) ☐ 3 years ☐ 36,000 miles ☐ Vehicle in an accident ☐ Other: _____

Inspection Content	Cylinder # Inspection Results	1		2		3		4	
		Yes	No	Yes	No	Yes	No	Yes	No
1. Record the cylinder expiration dates (month/year) shown on the cylinder label(s). Expired cylinders must be removed from service following manufacturer guidelines or instructions.		Mo/Yr		Mo/Yr		Mo/Yr		Mo/Yr	
2. The owner indicates no events or incidents have occurred that damaged or over pressurized the cylinder(s) and no modifications have been made to the system. Record details in comments section.		Y	N	Y	N	Y	N	Y	N
3. Cylinder labels are present and specifically state compliance with ANSI NGV-2.		Y	N	Y	N	Y	N	Y	N
4. Cylinder service pressure markings match vehicle service pressure markings (3000 or 3600 PSIG).		Y	N	Y	N	Y	N	Y	N
5. Each cylinder has a PRD in good condition with no visible extrusion of fusible metal.		Y	N	Y	N	Y	N	Y	N
6. Any cuts or abrasion damage are within tolerance. Please cite the reference used that contains tolerance in the comments section (i.e. CGA C-6.4). Circle level of worst damage below (I, II or III).		Y	N	Y	N	Y	N	Y	N
7. Cylinder is free of surface discoloration, cracked resin, chipping, loose fibers, bubbles or bulges and no evidence of exposure to fire or extreme temperatures or involvement in an accident over 5MPH.		Y	N	Y	N	Y	N	Y	N
8. Area under the mounting brackets has been examined and is in good condition.		Y	N	Y	N	Y	N	Y	N
9. Cylinder is securely mounted to vehicle and protected from sun exposure, road hazards, excessive heat, vehicle use (including cargo leakage), shifting loads, abrasion, external impacts, etc.		Y	N	Y	N	Y	N	Y	N
10. Cylinder mounting bracket is rubber-padded and free of dirt and damage and is not causing cylinder damage. Mounting brackets are in good condition and not corroded, bent or deformed. Cylinder is firmly restrained by the brackets and does not move independent of brackets or vehicle.		Y	N	Y	N	Y	N	Y	N
11. Minimum 1/2" clearance around cylinder and 3/8" from shields.		Y	N	Y	N	Y	N	Y	N
12. If the cylinder is housed in the passenger compartment or trunk, the valve end with PRD is properly sealed and vented to the outside of the vehicle.		Y	N	Y	N	Y	N	Y	N
13. Engine compartment and fuel receptacle areas are labeled with CNG system service pressure and tank expiration dates.		Y	N	Y	N	Y	N	Y	N
Check one ☐ Level I: No damage or acceptable damage. Repair is not required. Return cylinder to service. ☐ Level II: Damage requires repair, more thorough evaluation, testing, or destruction. Refer to manufacturer's info. ☐ Level III: Damage sufficiently severe such that cylinder should be condemned (not repaired).									

OTHER FUEL SYSTEM COMPONENTS: If an existing tank inspection record is current within three years, the inspector has the option of only performing and completing the following portion of the inspection, and excluding the cylinder(s). If so, please do complete question 2 and 3 above.

Inspection Content	Cylinder # Inspection Results	1		2		3		4	
		Yes	No	Yes	No	Yes	No	Yes	No
14. Fuel system components including but not limited to valve and/or pressure relief device assemblies, pressure gauges and pressure regulators are in good condition and free of damage.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
15. Fuel system components, connections, threaded fittings and any leak points were leak checked with a leak detection solution or methane detector, and there is no indication of any system leaks.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
16. Vehicle is equipped with two back-flow check valves on fill line and a ¼-turn emergency off valve.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
17. Hoses, if any, are rated for the applicable service pressure and are in good condition.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
18. Fueling receptacle pressure rating matches that of the fuel system (3000 vs. 3600 PSIG). If receptacle pressure rating is greater than any one cylinder pressure rating, PG&E considers the system could have been over pressurized, so the cylinder/fuel system MUST BE rejected as potentially unsafe.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
19. Fueling receptacle is in good condition, securely attached, not worn, and leak free.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
20. Installation meets applicable NFPA 52 standards at time of construction/installation.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
21. Is the fuel system fit for continued service? Any one cylinder or fueling system component that is not satisfactory renders the system unsafe. If in the judgment of the inspector the fuel system is unsafe, the inspector is requested to send a copy of this form directly to PG&E.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N
22. Examination stickers have been applied to the cylinders, receptacle area and engine compartment indicating cylinder expiration date and next inspection date.		☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N	☐ Y	☐ N

INSPECTOR COMMENTS: Summary of examination, any “no” answers, and description of damage and/or adverse findings. Explain repairs or replacement of components if any, and explain any questions left blank. If the tank inspection has been performed within the last three years and is not part of this inspection, please record the tank inspection date and any relevant remarks here.

RECOMMENDED REPAIRS (Please note if a separate page is used for additional comments.)

PG&E Account Number

PG&E Fuel Card Number

Customer Email Address

Customer Contact Phone Number

Inspector’s Signature

Inspector’s Printed Name

Inspector qualifications, certification number or other pertinent information

Inspector’s Contact Information (email or phone)

Date of Inspection

☐ I certify that this inspection form applies to an inspection conducted on the vehicle I have registered with PG&E’s NGV fueling service.

PG&E Fueling Customer’s Signature

Date

Instructions for inspectors

PG&E, out of concern for the safety of its customers, the public and PG&E employees, is implementing a CNG vehicle fueling system inspection requirement for its customers. The purpose of this Certificate of Inspection form is to capture all the items PG&E wants to have inspected, and to best confirm the safety of the vehicle CNG fuel system. Many of the elements of these inspections are consistent with inspection requirements from applicable codes. A few additional requirements help ensure the total system is safe. PG&E has no input on the kinds of vehicles you may choose to inspect, other than PG&E hopes that inspection services will be available to all PG&E CNG fueling service customers.

1. If you, the inspector, are not sure of your qualifications, please contact PG&E. Inspector qualifications (to be added by the inspector to the form), consist of at least one of the following.
 - Two years experience conducting CNG cylinder inspections.
 - Supervision by a person with two years experience conducting CNG cylinder inspections.
 - Approval by the manufacturer of the CNG cylinder being inspected.
 - Certification as an inspector by one of the organizations with specific Fuel Gas Vehicle (FGV) training centers with the Fuel Gas (FG) cylinder standards recommended inspection guidelines.
 - Certification as an inspector by a state or nationally recognized organization that tests for specific knowledge of applicable FG cylinder standards recommended guidelines.
 - Certification as an inspector by the authority having jurisdiction (AHJ).
2. Cylinder shall be inspected in accordance with the cylinder manufacturer’s recommendations and the inspection procedures provided in the Compressed Gas Association (CGA) pamphlet C-6.4.
3. If in the judgment of the inspector, the fuel system is unsafe, the inspector is requested to send a copy of this form directly to PG&E at the U.S. mailing address on the front side of this form or email a copy to ngvinfo@pge.com.

4. Each vehicle must have its own form.
5. Questions on the form that the inspector cannot respond to should be left blank, and the concerns or issues should be noted in the inspector comments section on side two. Use a separate page if more space is needed for comments.
6. Call PG&E at the number at the bottom of the page if you have issues or questions you want to discuss with program or technical experts. We will make every attempt to call you back promptly, sometimes within the hour.
7. Call PG&E at the number at the bottom of the page to request a loan of these tools at no charge, if needed.
 - PG&E will loan a P36 fueling nozzle to inspection service companies that the inspector can use to check the pressure rating of the vehicle fuel receptacle.
 - PG&E will loan a plug or ring gauge to inspection service companies for use in inspecting the condition of the fueling receptacle.
8. Call PG&E for a supply of tank inspection stickers.
9. If the customer is within the three year/36,000 mile inspection window, such that the tank need not be inspected, PG&E hopes the inspection service can give the customer the option of paying a reduced fee for inspecting the rest of the fuel system and the receptacle, omitting an inspection of the tank. The inspector should enter the inspection date found on the sticker on the tank onto the PG&E inspection form. The inspection form is designed in two sections to accommodate this. In this case, the customer should be advised to provide the evidence of inspection already in hand that demonstrates the safety of the tank, to PG&E. PG&E’s concern is that typical tank inspections do not address inspection form questions 18, 19 and 21.

NGV Customer Services:
1-800-684-4648
ngvinfo@pge.com
pge.com/cng

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



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

	Revised	Cal. P.U.C. Sheet No.	36994-G
<i>Cancelling</i>	Revised	Cal. P.U.C. Sheet No.	36900-G

Gas Sample Form No. 79-982
Electronic Commerce System User Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 4350-G-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>March 9, 2021</u>
<i>Effective</i>	<u>February 4, 2021</u>
<i>Resolution</i>	<u></u>

ELECTRONIC COMMERCE SYSTEM USER AGREEMENT

This agreement ("Agreement") is between Pacific Gas and Electric Company ("PG&E"), and the party identified below (hereafter "User").

WHEREAS, PG&E has established an electronic commerce system and one or more Web sites or other Internet-based electronic transaction and scheduling facilities (and may establish additional such facilities). (The electronic commerce system, Web site(s) and facilities are referred to herein collectively as the "ECS.") Included in the ECS is the capability to do the following transactions: enter into a Gas Transmission Service Agreement ("GTSA") and Exhibits thereto; enter into a Noncore Balancing Aggregation Agreement ("NBAA"); conduct natural gas pipeline related business, and trade on the California Gas Transmission (CGT) Trading Platform, including without limitation: (i) obtaining natural gas transportation, storage, parking and lending services provided pursuant to a GTSA on the PG&E natural gas pipeline system (collectively "Service Transactions"); (ii) scheduling of such services ("Scheduling Transactions"); (iii) trading of natural gas imbalances; and (iv) on-line accessing of pipeline related information. (The Service Transactions and Scheduling Transactions are also collectively referred to herein as "Transactions.")

WHEREAS, User desires to access and use the ECS; and PG&E is willing to provide such access subject to the terms and conditions set forth herein.

NOW THEREFORE, for consideration, the receipt and adequacy of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. ACCESS AND USE CONDITIONS

After execution of this Agreement, and subject to its terms and conditions, PG&E agrees to provide User with on-line access to the ECS, and User understands and agrees to the following:

- 1.1. User shall complete and execute the "Access Request Form," Exhibit B (Form 79-982-B), identifying authorized employees or agents of User, designated by User to access and use the ECS and execute transactions on behalf of User. PG&E will issue to User an identification code ("User ID") for each of User's employees and agents identified on the Access Request form, to enable User to access and use the ECS. Any and all use and/or access of the ECS with any of the User IDs issued to User shall be deemed and construed to be use or access by User. User shall strictly limit the use of the User IDs to those employees and agents of User who are identified on the Access Request form. User shall immediately notify PG&E when an individual identified on the Access Request form ceases to be authorized by User to use his or her User ID.
- 1.2. User shall take all measures to maintain the confidentiality of the User IDs and of all passwords used to access the ECS ("Passwords"). User shall be solely responsible for the assignment, security and use of the User IDs and Passwords and the control and monitoring of such use. PG&E shall have no responsibility for any of the foregoing and no liability for or arising from the use of the User IDs or Passwords by anyone. User

shall be solely responsible and liable for any and all acts and omissions with respect to access or use of the ECS by anyone using the User IDs, including, but not limited to, the execution of Transactions.

- 1.3. User agrees to indemnify and hold PG&E harmless from and against all damages, losses, and liabilities arising out of or in connection with any breach of confidentiality, misuse or unauthorized use of any User ID issued by PG&E to User, regardless of whether User has notified PG&E as required by paragraph 1.1 above.
- 1.4. User will access and use the ECS (including, but not limited to, execution of Transactions) solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, any procedures established by PG&E with respect to the access or use of the ECS and any other terms and conditions specified or referred to on the ECS from time to time. User understands and agrees that User's use of the ECS may be limited or modified by the terms of licenses or other agreements between PG&E and third parties. User further agrees that PG&E may modify or limit the use of the ECS at any time and without notice. PG&E may, in its sole discretion, terminate, restrict, or suspend User's access to and use of the ECS.
- 1.5. User acknowledges that use of the ECS by User involves transmission over the worldwide communications network or Internet of proprietary, confidential and/or time sensitive information of User. User understands the risks associated with the transmission of such information by User over the worldwide communications network or Internet. User agrees that PG&E shall not be liable or responsible in any way to User for any losses, damages, claims, costs, expenses or other obligations arising out of or relating to any delay in transmission, disclosure or use of such information or data transmitted over the worldwide communications network or Internet. User further acknowledges and agrees that User is solely responsible for the accuracy of all information and data that User transmits to PG&E, and PG&E shall not be responsible or liable for any such inaccuracies or their effects.
- 1.6. User further agrees that PG&E shall not be responsible for delays in sending or receiving User's transmissions or data, for unauthorized access to or alteration of User's transmissions or data, any transmission, information or data sent or received or not sent or received, or any Transactions entered into or through the ECS. User specifically agrees that PG&E is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of any other party's rights, including intellectual property rights.
- 1.7. User understands and agrees that (i) User is solely responsible for acquiring and ensuring that it possesses sufficient Internet access speed capability to adequately conduct business on the ECS, and (ii) User shall be solely responsible for all costs associated with its accessing and using the ECS.

- 1.8. User acknowledges and consents that PG&E, as the ECS operator, shall have access to and the right to review, to the fullest extent allowed by law, files and other communications of any sort on the ECS whether or not such communications are designated as private or confidential.

2. BINDING CONTRACTS

User acknowledges that by using the ECS, it may enter into binding contracts with PG&E and with third parties. User agrees that (i) any and all access or use of the ECS using the User IDs will be governed by this Agreement; (ii) any nomination or offer placed, any contract terms, conditions or exhibits accepted or confirmed, and any Transaction executed on the ECS will be deemed to be "in writing;" to have been "signed," or be an "executed" writing; and (iii) accepting or entering into a Transaction by using the ECS, as it now exists or may in the future be modified, and subject to applicable tariffs, shall constitute a written contract (a "Contract"). Without limitation of the foregoing, User agrees that it will be bound by any and all contract terms and conditions, including, but not limited to, the GTSA and NBAA, and by any and all nominations, offer, trades, or other Transactions executed, accepted or confirmed on the ECS through a "click" agreement by any individual using the User ID. By executing this Agreement, User agrees that it adopts as User's signature any such "click agreement," defined for purposes of this Agreement as "clicking" on the designated space on the ECS (or other action on the ECS specified by PG&E), and such "click agreement" will, together with this Agreement, constitute an executed writing. User agrees to waive any Statute of Frauds defense to the enforceability of any Contract arising from use of the ECS. User agrees and warrants that any employee or agent of User using the ECS shall have all necessary power and authority to use the ECS and enter into Transactions as herein provided. User warrants for itself and its successors and assigns that for each Transaction that User may enter into by using the ECS, User shall have all right, title, power and authority necessary to honor that Contract.

- 2.1. User and PG&E agree that this Article 2 is intended to benefit other users accessing the ECS, and that such other users are third party beneficiaries of this Article 2. User and PG&E do not intend hereby that other users are or will be third party beneficiaries of any other provisions of this Agreement.

3. APPLICABLE TARIFFS, TERMS AND CONDITIONS

User agrees that it shall be bound by all the terms and conditions of this Agreement, the terms and conditions accepted on the ECS by a click agreement in accordance with Article 2 above, as well as any and all applicable tariffs currently in effect for PG&E as approved by the California Public Utilities Commission ("CPUC") and/or the Federal Energy Regulatory Commission ("FERC"), or which may hereafter be implemented, and all amendments thereof. Such tariffs are matters of public record, which User represents that it has reviewed and will review in the future.

This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

4. TRANSACTIONS AND CONFIRMATIONS

4.1. After User has received the User ID(s) and has executed the applicable contracts (and subject to applicable tariffs), User may enter into Transactions, including service elections under a GTSA executed by User (“User GTSA”), as follows:

- 4.1.1. **GTSA Service Elections:** User shall enter into Transactions, i.e., elect services under User’s GTSA, including Gold Coast Transportation Services, Golden Gate Market Center Services, and Storage Services, and PG&E may accept and authorize such service elections, by following the procedures set forth in paragraph 4.1.2 of this Agreement. Such procedures in paragraph 4.1.2 shall be used instead of the procedures set forth in the User GTSA providing that a service election shall be entered into through, and evidenced by, a “hard copy” of Exhibits A through K (Form No. 79-866), or any one of them; and providing for a written signature by User and countersignature by PG&E to such Exhibits A through K.
- 4.1.2. **Service Transactions:** User may telephone a PG&E CGT Representative to enter into a Service Transaction.

PG&E may accept or reject User’s offer or order in PG&E’s sole discretion. Service Transactions shall be deemed executed at the time that PG&E first signifies its acceptance of User’s offer or order, which in most instances will occur when User enters into a Transaction with PG&E orally by telephone, as documented by an audio recording. The audio recording of Transactions between User and PG&E shall constitute evidence of such Transactions, and User hereby consents to the recording of all Transactions between User and PG&E.

After User and PG&E have entered into a Service Transaction orally by telephone, PG&E will provide notice to User by e-mail that an electronic exhibit confirming the specific business terms of that Service Transaction are posted on the ECS (the “Electronic Exhibit”). The terms of the Electronic Exhibit shall be valid and binding on User, unless User deems any of the terms of the Electronic Exhibit to be stated incorrectly and notifies PG&E of the incorrect term(s) as soon as possible but no later than within five (5) business days (the “Response Period”) following receipt of the e-mail notice. If PG&E and User disagree as to the correct terms of the Electronic Exhibit, the audio recording of the Transaction shall prevail and shall constitute evidence of the Transaction and its terms. If the term or terms in dispute cannot be determined from such recording, and the parties do not resolve the dispute within two (2) business days, the Transaction shall be deemed void. Notwithstanding the foregoing, if User does not notify PG&E of an error in the Exhibit within the Response Period, or if User nominates, takes delivery, or performs any other act indicating performance of or under the Service Transaction, the Electronic Exhibit shall be deemed confirmed by User, absent an obvious error in the Electronic Exhibit.

- 4.1.3. Scheduling Transactions: After User has executed any necessary Service Transactions, User may submit nominations for transportation, parking, lending, storage and other services, on-line, using the ECS.
- 4.1.4. Imbalance Trading: User may utilize the ECS, subject to the terms, conditions, and limitations of this Agreement, to confirm a trade, or to confirm a trade with another User, of operating or cumulative imbalances, as those are defined and specified in PG&E's CPUC-approved rate Schedule G-BAL. User acknowledges that such trades do not involve PG&E as a party to the trade. User agrees that it may enter into such trades as set forth in Schedule G-BAL and may utilize the ECS to confirm the trade and to notify PG&E of the trade, provided, however, that User strictly follows the protocols, directions and rules for confirming trades as set forth in the ECS.

5. FEES AND TERMS OF PAYMENT

- 5.1. User understands that initially (and subject to the provisions of this Article 5) PG&E is making access to the ECS available to User for no direct charge, except for telephone access charges and any Internet access fees, which shall be and remain User's responsibility.
- 5.2. PG&E reserves the right to initiate and/or modify fees for the use of the ECS, subject to Commission approval. User has the right to discontinue use of the ECS at that time or continue using the ECS subject to such fees.

6. TITLE AND RIGHTS TO ECS, INFORMATION AND SERVICES

- 6.1. User acknowledges that PG&E and its licensors are the owners of all intellectual property rights in and to the ECS, the software used in connection therewith, and all information contained thereon or related thereto, and User shall have no right, title, or interest in any of these.
- 6.2. User shall not copy, reverse-engineer, modify, or otherwise manipulate, or make available to any other party, all or any portion of the ECS or any software or information provided or accessed in connection with the ECS.
- 6.3. PG&E shall have the right to modify the ECS, User IDs, software, or communication access, and to terminate access to any or all of these, at any time. In the event of such a termination or modification, or termination of this Agreement pursuant to Article 7 below, PG&E shall not be liable for any costs, losses or damages, including, but not limited to, lost profits or revenues.

7. TERMINATION

- 7.1. This Agreement shall become effective on the date of its execution by PG&E and shall remain in effect until terminated as provided herein.

- 7.2. Either party may terminate this Agreement at its sole discretion by giving the other party at least thirty (30) days prior written notice.
- 7.3. PG&E may terminate this Agreement immediately if User breaches this Agreement and does not cure the breach within fourteen (14) days of receipt of a written notice from PG&E, or if User fails to pay any required charges when due, fails to meet PG&E's applicable credit requirements, or fails to comply with the provisions of any tariff or any other contract entered into in connection with the ECS or this Agreement.
- 7.4. Upon the termination of this Agreement, PG&E will terminate User's access to the ECS and User shall discontinue using the software manuals, and other items ("Property" of PG&E or third parties) in User's possession and shall destroy all such Property, if any is in User's possession.
- 7.5. The provisions of Paragraphs 7.3 and 7.4, and Articles 6, 8 and 10 shall survive termination of this Agreement by either party; and all articles or paragraphs of this Agreement which by their nature are intended to survive termination or expiration of this Agreement shall also survive. This Agreement shall also remain in effect with respect to any transactions effected prior to such termination.

8. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION

- 8.1. PG&E DOES NOT REPRESENT OR WARRANT THAT THE ECS OR ITS USE WILL BE UNINTERRUPTED OR FREE OF DEFECTS, ERRORS OR MALFUNCTIONS, OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE ECS OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PG&E DOES NOT WARRANT OR REPRESENT THAT THE USE OR THE RESULTS OF THE USE OF THE ECS OR THE TRANSACTIONS MADE AVAILABLE AS PART OF THE ECS WILL BE CORRECT, ACCURATE, TIMELY, OR OTHERWISE RELIABLE.
- 8.2. USER UNDERSTANDS, AND ACCEPTS THAT (i) PG&E MAKES NO WARRANTY WHATSOEVER TO USER REGARDING THE ECS OR ITS AVAILABILITY OR THE RESULTS OF USER'S USE OF THE ECS, OR REGARDING ANY INFORMATION USED OR ACCESSED IN CONNECTION THEREWITH; AND (ii) THE ECS IS PROVIDED BY PG&E ON AN "AS IS" BASIS AT USER'S SOLE RISK, AND PG&E EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND SATISFACTORY QUALITY.
- 8.3. USER UNDERSTANDS AND AGREES THAT PG&E SHALL NOT BE LIABLE TO USER OR TO ANYONE BRINGING A CLAIM AS A RESULT OF OR IN CONNECTION WITH USER'S USE OF THE ECS (OR OF ANY SOFTWARE, INFORMATION OR OTHER ITEMS RELATING THERETO), FOR: (i) ANY

LOSSES OR DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF BUSINESS, REVENUE OR PROFITS OR FAILURE TO REALIZE SAVINGS OR ANY OTHER ECONOMIC OR COMMERCIAL LOSS OF ANY KIND, OR (ii) ANY CLAIM OR DAMAGES RESULTING FROM A CLAIM AGAINST THE USER BY ANY THIRD PARTY, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, OR USER'S USE OF THE ECS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. THE TOTAL CUMULATIVE LIABILITY OF PG&E AND THIRD-PARTY SOFTWARE LICENSORS UNDER OR ARISING FROM THIS AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AVERAGE CHARGE PAID BY USER TO PG&E FOR A SINGLE DAY'S GAS TRANSPORTATION TRANSACTIONS DURING THE TWELVE (12) MONTHS PERIOD PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION AROSE, OR \$10,000 (TEN THOUSAND DOLLARS), WHICHEVER IS THE LESSER AMOUNT.

- 8.4. User shall hold harmless, protect, defend and indemnify PG&E from and against any and all claims, actions, demands, suits, judgments, damages, losses, costs, including attorneys' fees, and liabilities resulting from or arising out of or in connection with (i) use of or access to the ECS or to any software, information, data (or other items relating thereto) by User, or by any person obtaining access to the ECS through User or a User ID, whether or not User has authorized such access; or (ii) any breach by User of any terms or conditions of this Agreement; or (iii) any act or omission, or willful misconduct of User, its officers, agents or employees or any person obtaining access to the ECS through User (whether or not User has authorized such access) in the performance of this Agreement or the use of the ECS regardless of any negligence of PG&E, whether active or passive; or (iv) any actions taken or not taken by User based on its access to or use of the ECS.
- 8.5. As used in this Article 8, "PG&E" shall include the directors, officers, employees and agents of PG&E.

9. VIRUSES

Each party agrees to make reasonable efforts to notify the other promptly if there is any indication that its own computer systems, or any part thereof, have come into contact with any "computer virus." The term "computer virus" as used herein shall mean any computer software program or portion of a program that is foreign to the host computer system and has been introduced into the host computer system without the knowing consent of the operator of the ECS including without limitation a virus received over the Internet.

10. SYSTEM OR SOFTWARE MALFUNCTIONS

If User is notified or in any other way becomes aware of a malfunction, failure or stoppage of the ECS, related software, or the operation of either of these, User agrees to use conventional methods of communication, such as facsimile transmissions, to conduct the business for which the ECS is intended, for as long as the malfunction, failure or stoppage continues to exist.

11. MISCELLANEOUS PROVISIONS

- 11.1. Force Majeure: Neither PG&E nor User shall be considered in default in the performance of its obligations under this Agreement, except obligations to make payments hereunder when due, to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party. For purposes of this Agreement, events beyond the reasonable control of a party shall include, but not be limited to, failures or malfunctions of the ECS or of any hardware or software used in connection therewith or furnished pursuant to this Agreement (including third-party software and software owned and/or operated by PG&E).
- 11.2. Assignment and Delegation: User acknowledges and agrees that PG&E has extended access to the ECS to User because of the specific business relationship between User and PG&E, and in some cases because of User's particular credit history. This Agreement may not be assigned by User without the prior written consent of PG&E.
- 11.3. Choice of Law: User agrees that the laws of the State of California, without giving effect to choice of law provisions, shall govern the interpretation and enforcement of this Agreement.
- 11.4. Dispute Resolution: Any dispute arising under or related to this Agreement, which dispute cannot be settled by the parties within a reasonable time, may be submitted by either Party to binding arbitration in accordance with the rules of the American Arbitration Association. All disputes to be arbitrated shall be decided by one arbitrator to be appointed by the parties. If the parties fail to agree upon an arbitrator within thirty (30) days after written notice of arbitration has been given by either party to the other, the presiding judge of the Superior Court of the State of California and for the City and County of San Francisco shall appoint an arbitrator upon the request of either party. Venue for arbitration will be the City and County of San Francisco, California. The decision of the arbitrator shall be final and binding upon the parties hereto and judgment thereon may be entered in any court of competent jurisdiction. The cost of the arbitrator shall be borne equally by User and PG&E. Nothing contained in this paragraph 11.4 shall preclude either party from seeking equitable relief or remedies in a court of competent jurisdiction. In reaching a decision herein, arbitrator shall adhere to and apply substantive California law.

User agrees that for any violation of any provision of this Agreement, a restraining order and/or injunction may be issued against User.

- 11.5. No Waiver: No waiver, by either PG&E or User, of any default by the other in the performance of any provision of this Agreement shall operate as a waiver of any continuing or future default, whether of a like or different character.
- 11.6. Notices: Except as otherwise required by law, all notices relating to this Agreement, including notices of arbitration and notifications pursuant to paragraph 4.1.1, shall be in writing and given by means of personal delivery, facsimile transmission, mail (with return receipt requested) or e-mail with read receipt verification. Any notice given as stated in this paragraph 11.6 shall be deemed duly given as follows: upon delivery, if delivered personally; upon transmission, if sent by facsimile; on the date of receipt, if sent by mail, return receipt requested or upon receipt if sent via e-mail. All notices shall be addressed, and sent to the addresses or facsimile numbers, as set forth below:

USER:

Company _____
 Address 1 _____
 City, State, Zip code _____
 Address 2 _____
 City, State, Zip code _____
 Attention: (first name last name) _____

Fax No.: _____
 Telephone No.: _____
 e-mail Address: _____

PG&E:

Pacific Gas and Electric Company
 (Department)
 (Mailing Address)
 (Mailing Address)
 (City, State and Zip Code)

Fax No.: (xxx) xxx-xxxx
 Telephone No.: (xxx) xxx-xxxx
 e-mail Address: xxxxxx@pge.com

The parties may change their addresses, or any part thereof, by a notice pursuant to this paragraph 11.6.

12. CAPTIONS

All captions, titles, subject headings, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning or interpretation of the content or scope of this Agreement.

13. EXECUTION

Each party represents that the individual executing this Agreement for such party has been duly authorized to do so.

Company**Pacific Gas and Electric Company**By: _____
(Signature)By: _____
(Signature)Name: _____
(Print Name)Name: _____
(Print Name)

Title: _____

Title: _____

Date of
Signature: _____Date of
Signature: _____



~~ELECTRONIC COMMERCE SYSTEM USER AGREEMENT - EXHIBIT B ACCESS REQUEST FORM~~

Company Name: _____

User requests access to the Electronic Commerce System (ECS) for the following designated individuals who are authorized by User to access and use the ECS and enter into binding contracts on behalf of User.

Name: _____

Title: _____

E-Mail Address: _____

Telephone No.: _____

Check One:

☐ Transaction Enabled Access

☐ Read-Only Access

Name: _____

Title: _____

E-Mail Address: _____

Telephone No.: _____

Check One:

☐ Transaction Enabled Access

☐ Read-Only Access

Name: _____

Title: _____

E-Mail Address: _____

Telephone No.: _____

Check One:

☐ Transaction Enabled Access

☐ Read-Only Access



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

	Revised	Cal. P.U.C. Sheet No.	49223-E
Cancelling	Revised	Cal. P.U.C. Sheet No.	48580-E

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

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 6050-E-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	March 9, 2021
<i>Effective</i>	
<i>Resolution</i>	

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

1. SCOPE AND PURPOSE

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

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

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

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

2.5.2 Non-Eligible Generator(s): _____ kW

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

2.6 The Net Nameplate Rating of the Generating Facility is:

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

2.6.2 Non-Eligible Generator(s): _____ kW

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

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

2.7.1 Eligible Generator(s):

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

2.7.2 Non-Eligible Generator(s): _____ kW

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

biomass	are met..... ☐ are not met ☐	digester gas	are met..... ☐ are not met ☐
solar thermal	are met..... ☐ are not met ☐	municipal solid waste	are met..... ☐ are not met ☐
photovoltaic	are met ☐ are not met ☐	landfill gas	are met..... ☐ are not met ☐
wind	are met ☐ are not met ☐	ocean wave	are met..... ☐ are not met ☐
geothermal	are met ☐ are not met ☐	ocean thermal	are met..... ☐ are not met ☐
fuel cell	are met ☐ are not met ☐	tidal current	are met..... ☐ are not met ☐
small hydroelectric generation	are met ☐ are not met ☐	biogas digester (under NEMBIO)	are met ☐ are not met ☐
fuel cell (under NEMFC)	are met ☐ are not met ☐	other technology	are met ☐ are not met ☐

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

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

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

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

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

4. TERM AND TERMINATION

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

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

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

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

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

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

5.4 Producer shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.3, and (b) obtain

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Producer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Producer's Generating Facility.

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

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

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

6. INTERCONNECTION FACILITIES

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.

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

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

9. NOTICES

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

If to PG&E:

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

If to Producer:

[Contact information to be supplied]

Customer-Generator Name: _____

Address: _____

City: _____

Phone: () _____

FAX: () _____

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

10. REVIEW OF RECORDS AND DATA

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Schedules and Rules are hereby incorporated into this Agreement by this reference.

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

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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

16. SIGNATURES

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

PACIFIC GAS AND ELECTRIC COMPANY

(Company Name)

(Signature)

(Print Name)

(Title)

(Date)

(Signature)

(Print Name)

(Title)

(Date)



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

APPENDIX A

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

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

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

APPENDIX B

RULES “2” AND “21”

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

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

APPENDIX C (If Applicable)

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

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

Appendix D

APPENDIX D (When applicable)

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

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

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

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

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

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

APPENDIX E (When applicable)

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

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

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

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

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



GENERATING FACILITY
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(MULTIPLE TARIFF)

Appendix F

APPENDIX F (When applicable)

**LIST OF ELIGIBLE ACCOUNTS TO BE INCLUDED IN NET ENERGY
METERING CALCULATIONS PURSUANT TO SCHEDULE NEMBIO OR
NEMFC SPECIAL CONDITION 4**

Please use a separate sheet for each NEMBIO and/or NEMFC billing arrangement group, include the NEMBIO or NEMFC generator account information and clearly indicate which Eligible Accounts are to be associated with each listed NEMBIO or NEMFC generator account.

Service
Agreement
ID Number

Address (Street, City, Zip Code)

Sheet _____ of _____

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

APPENDIX G (When applicable)

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

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

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

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

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

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

Appendix H

Appendix H

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

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

Circle Type of Renewable Electrical Generation Facility:

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

NEM Customer-Generator (Customer) declares that

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

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

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

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

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

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

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

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

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



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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Appendix H

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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



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

**APPENDIX I
(If Applicable)**

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

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

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

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

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

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

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

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



Electric Sample Form No. 79-1075

Sheet 1

Notice to Add or Delete Customers Participating in the Capacity Bidding Program

**Please Refer to Attached
Sample Form**

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Instructions: Aggregators and Customers use this notice to officially notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator's CBP portfolio and are required to attest to whether they have a Prohibited Resource, and if they do, whether they intend to use the resource to reduce load during a demand response (DR) event.

PG&E may verify the information on this notice with the Customer.

Aggregator Company Name:	
--------------------------	--

This notice adds or deletes a customer's Service Agreements from the Aggregator's CBP portfolio. PG&E will review and approve each Service Agreement to be added to determine if it meets the minimum requirements as specified in Schedule E-CBP. PG&E must approve each Service Agreement before the Service Agreement can be included in an Aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's approval date. Deletions from the portfolio will be effective upon the date indicated by the Aggregator or upon the first date which the SA ID is not actively nominated, whichever occurs first.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the CBP for the Customer's Service Agreements shown below. Such authority is subject to the applicable terms and conditions of Schedule E-CBP and the Agreement For Aggregators Participating In The Capacity Bidding Program (Form 79-1076).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-CBP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the E-CBP program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-CBP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer's interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E's agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator's solicitation of Customer or with the Aggregator's performance any of its functions in the CBP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E's tariffs or for any damages caused by Aggregator's failure to perform any commitment to the Customer.

This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction

Customer Name:		Aggregator Name:	
Title:		Title	
Signature:		Signature:	
Date:		Date:	

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Notice by Aggregator to Add/Delete Customers

(Please Print or Type Clearly)

Aggregator Name: _____

	Add/ Delete	Customer Site Name	PG&E Service Agreement Number	Electric Meter Number	Service Address and City
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Prohibited Resources Attestation

Customers enrolling in Schedule E-CBP are required to attest to whether or not they have a Prohibited Resource, and if they do, whether or not they intend to use the resource to reduce load during a Demand Response (DR) event.

The following list of distributed energy technologies are prohibited in providing load reduction during DR events: Technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping Combined Heat and Power (CHP) or non-CHP configuration (“Prohibited Resources”). The following resources are exempt from the prohibition: pressure reduction turbines, waste-heat-to-power bottoming cycle CHP, as well as energy storage resources not coupled with fossil-fueled generation.

Customers must select one of the following options and agree to the Terms and Conditions to be able to enroll into the Capacity Bidding Program by completing the options on page 4 of this form:

- I do not have a Prohibited Resource on-site.
- I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.
- I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety reasons, health reasons, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives / charge for my account.

If a customer attests to having a Prohibited Resource and plans to use it for safety, health, or operational reasons to reduce load during a Demand Response event, then the customer’s aggregator will be responsible for collecting and providing the Default Adjustment Value (DAV) based on the nameplate capacity of the resource. If the customer has multiple prohibited resources for the same service agreement, then the DAV will be the sum of the nameplate capacity values from all prohibited resources on the same site that are used to reduce load during a Demand Response event. Customers participating in Schedule E-CBP will be allowed to adjust their DAV at any time, under certain conditions, namely that: (a) the customer’s change in DAV results from a change in the operational status of a prohibited resource associated with the customer’s service agreement; and (b) that the PG&E can verify this and approves. The DAV will be used to adjust the demand response incentives/charges.

Customers in Schedule E-CBP who do not complete the attestation and return it to PG&E, will not be eligible to participate in the program until they do so. A customer that is found in violation of the prohibited resources requirements will be removed from the program by their aggregator if they are enrolled via a third party, and certain violations may cause the customer to be ineligible for all demand response programs subject to the prohibited resource requirement in Decision 16-09-056.

Customer compliance may be subject to verification by a Verification Administrator (which may be either PG&E or a third-party).

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Prohibited Resource Attestation

(Please Print or Type Clearly)

Aggregator Name: _____

	PG&E Service Agreement Number	I do not have a Prohibited Resource on-site.	I do have Prohibited Resources on-site.		Number of Prohibited Resources (If applicable)	Total Nameplate Capacity of all Prohibited Resources [capacity kW] (If applicable)	Default Adjustment Value (*) [capacity kW] (If applicable)
			I will not use them during any Demand Response Event.	I may have to run them during Demand Response Events.			
1.		☐	☐	☐			
2.		☐	☐	☐			
3.		☐	☐	☐			
4.		☐	☐	☐			
5.		☐	☐	☐			
6.		☐	☐	☐			
7.		☐	☐	☐			
8.		☐	☐	☐			
9.		☐	☐	☐			
10.		☐	☐	☐			
11.		☐	☐	☐			
12.		☐	☐	☐			
13.		☐	☐	☐			
14.		☐	☐	☐			
15.		☐	☐	☐			
16.		☐	☐	☐			
17.		☐	☐	☐			
18.		☐	☐	☐			
19.		☐	☐	☐			
20.		☐	☐	☐			

(*) Only if the prohibited resource(s) will be used for operational, health, and safety purposes during DR events. The total Default Adjustment Value (DAV) of the resource(s) will be subtracted from the Potential Load Reduction or Nominated Capacity. The DAV of all prohibited resources should equal the Total Nameplate Capacity.



Electric Sample Form No. 79-1148
Direct Access Customer Replacement Declaration

Sheet 1

**Please Refer to Attached
Sample Form**



DIRECT ACCESS CUSTOMER REPLACEMENT DECLARATION

I, _____, state as follows:

1. I am an authorized representative of _____ ("Customer") and I am authorized to make this declaration.
2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
3. Customer has entered into an agreement for electric power service (Agreement) with the following ESP, _____.
4. Customer seeks to refurbish, reconstruct or remodel facilities at the Current Location, as noted below, and continue to serve these facilities under direct access at the Current Location. This replacement is in the normal course of business. "Current Location" means one existing customer site where the electric load of one customer service account is currently being served under direct access.

Current Location Information (Service Accounts listed by PG&E Service Agreement Number):

Name on Account: _____
Current Service Agreement Number: _____
New Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

5. Customer understands that a DASR must be submitted within sixty (60) days of acceptance of this notice by PG&E, or establishment of electric service for the New Service Account, whichever occurs last, for this replacement to be valid.
6. Customer agrees to maintain, and make available to the California Public Utilities Commission (CPUC) upon request, all records associated with its electricity service and consumption at Current Location, including, but not limited to, the applicable meter and account numbers, and the associated direct access load.
7. Customer agrees, by signing this Declaration, to authorize PG&E to share this information with the ESP named in Condition 3 above.
8. I understand that this form at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed this _____ day of _____, _____ at _____, _____ [City, State]

Signature: _____
Authorized Representative of New Customer

Title: _____

Date: _____

This document may be submitted by email, however PG&E reserves the right to request the original signature documents if needed.



ELECTRIC SAMPLE FORM 79-1151A Sheet 1
AGREEMENT AND CUSTOMER AUTHORIZATION
Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30
Kilowatts Or Less

**Please Refer to Attached
Sample Form**



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

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

IMPORTANT NOTES:

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

Part I – Generating Facility Information and Responsible Parties

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

Standard NEM Agreement Type: ☐ Single Account ☐ Multiple Aggregated Accounts

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

Customer Sector (check only one): ☐ Residential ☐ Educational
☐ Commercial ☐ Military
☐ Industrial ☐ Other Government
☐ Non-Profit

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

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

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

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

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

Company Name	Contact Person
Contact Phone Number	Email

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

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

Part II – NEM Generator System Size

A. Interconnection Study and Requirements

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

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

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

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

B. Generator System Sizing

The individual Solar CEC-AC KW and/or the Wind Turbine and/or Storage rating(s) calculated on the application cannot exceed 5% of the listed value(s) on this Agreement and Authorization.

Generator System Type: ☐ Solar ☐ Wind ☐ Both

Estimated Annual Production:

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

Estimated Annual Energy Usage:

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

(4) Recent annual usage	_____ (kWh) X 1.0	=	_____ (kWh)
OR (If 12 months usage not available) (5) Building size	_____ (sq ft) X 3.00 ^D	=	_____ (kWh)
AND (6) I plan to increase my annual usage (kWh) by	_____ (kWh)		_____ (kWh)
(7) Total Energy Usage	(2 or 3) + (4)	=	_____ (kWh)

Net Generation:

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

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

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

^B 8,760 hrs/yr x 0.17123 solar capacity factor = 1,500

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

^D 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.17123 solar capacity factor = 3.00



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

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

Part III – Rate Selection

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

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

☐ Stay on existing rate

☐ Requested new rate _____

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

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

Part IV – Interconnection Agreement Provisions

A. Purpose

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

B. Applicability

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

C. NEM Transition

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

D. Permission to Operate

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

E. Safety

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

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

F. Safe Operation of your Generating Facility

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

G. AC Disconnect Switch

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

H. Rate

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

I. NEM Billing

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

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

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

J. Net Surplus Compensation (NSC)

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

K. Limitation of Liability

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

L. Governing Law

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

M. Governing Authority

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

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

N. Term of Agreement

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

O. Meter Access

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

P. Stale Agreements

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

Q. Smart Inverters

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

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

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <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 upon request by PG&E in accordance with PG&E's Electric Rule 21.

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

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

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

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

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

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

Part V – Signature

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

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

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

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

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

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

(Signature)

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

(Date)

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

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



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

**Please Refer to Attached
Sample Form**



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

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

IMPORTANT NOTES:

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

Part I – Generating Facility Information and Responsible Parties

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

Standard NEM2 Agreement Type: ☐ Single Account ☐ Multiple Aggregated Accounts

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

Customer Sector (check only one): ☐ Residential ☐ Educational
☐ Commercial ☐ Military
☐ Industrial ☐ Other Government
☐ Non-Profit

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

Service Address* City* State Zip* CA

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

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

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

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

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

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

Company Name Contact Person

Contact Phone Number Email

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

Please complete this agreement in its entirety

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

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

Automated Document, Preliminary Statement, Part A.

Page 1 of 6

Form 79-1151A-02

Advice 5938-E4350-G/6050-E

September 2020 March 2021



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

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

Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

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

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

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

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

B. Generator System Sizing

The individual Solar CEC-AC KW and/or the Wind Turbine and/or Storage rating(s) calculated on the application cannot exceed 5% of the listed value(s) on this Agreement and Authorization.

Generator System Type: ☐ Solar ☐ Wind ☐ Both

Estimated Annual Production:

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

Estimated Annual Energy Usage:

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

(4) Recent annual usage	_____ (kWh) X 1.0	=	_____ (kWh)
OR (If 12 months usage not available) (5) Building size	_____ (sq ft) X 3.00 ^E	=	_____ (kWh)
AND (6) I plan to increase my annual usage (kWh) by	_____ (kWh)		
(7) Total Energy Usage	(4 or 5) + (6)	=	_____ (kWh)

Net Generation:

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

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

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

^C 8,760 hrs/yr x 0.17123 solar capacity factor = 1,500

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

^E 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.17123 solar capacity factor = 3.00



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

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

Part III – Rate Selection

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

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

☐ Stay on existing rate

☐ Requested new rate _____

Part IV – Interconnection Agreement Provisions

A. Applicability

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

B. Permission to Operate

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

C. Safety

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

D. Safe Operation of your Generating Facility

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

E. AC Disconnect Switch

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

^F Schedules such as ES, ESR or ET, which have no available corresponding time-of-use rate, are not required to switch to time-of-use rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

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

F. Rate

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

G. NEM2 Billing

The Customer's meter separately measures exports and imports.

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

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

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

H. Net Surplus Compensation (NSC)

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

I. Limitation of Liability

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

J. Governing Law

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

K. Governing Authority

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

L. Term of Agreement

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

M. Meter Access

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

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

N. Stale Agreements

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

O. CEC Listed

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

P. Warranties or Service Agreements

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

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

Q. Smart Inverters

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

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

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

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

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

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

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

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

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

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



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

Part V – Signature

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

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

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

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

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

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

(Signature)

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

(Date)

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

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



Electric Sample Form No. 79-1193

Sheet 1

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

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6050-E-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	March 9, 2021
<i>Effective</i>	
<i>Resolution</i>	



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM) Interconnection

For Solar And/Or Wind Electric Generating

Facilities Of 30 Kilowatts Or Less Paired with

Energy Storage of 10 Kilowatts Or Less or Energy

Storage with Power Control System Certification

IMPORTANT NOTES:

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

Part I – Generating Facility Information and Responsible Parties

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

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

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

Customer Sector (check only one):

- | | |
|--------------------------------------|---|
| ☐ Residential | ☐ Educational |
| ☐ Commercial | ☐ Military |
| ☐ Industrial | ☐ Other Government |
| ☐ Non-Profit | |

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

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

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

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

Please complete this agreement in its entirety.

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

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

Automated Document, Preliminary Statement, Part A.

Page 1 of 8

Form 79-1193

Advice 5938-E4350-G-A/6050-E-A

September 2020 March 2021



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM) Interconnection

For Solar And/Or Wind Electric Generating

Facilities Of 30 Kilowatts Or Less with Energy

Storage of 10 Kilowatts Or Less or Energy Storage

with Power Control System Certification

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

Company Name

Contact Person

Contact Phone Number

Email

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

Part II – NEM Generator System Size

A. Interconnection Study and Requirements

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

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

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification

B. Generator System Sizing

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

The individual Solar CEC-AC KW and/or the Wind Turbine and/or Storage rating(s) calculated on the application cannot exceed 5% of the listed value(s) on this Agreement and Authorization.

Generator System Type: ☐ Solar ☐ Wind ☐ Both

Estimated Annual Production:

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

Estimated Annual Energy Usage:

(4) Recent annual usage _____ (kWh) X 1.0 = _____ (kWh)
OR (If 12 months usage not available) (5) Building size _____ (sq ft) X 3.00^D = _____ (kWh)
AND (6) I plan to increase my annual usage (kWh) by _____ (kWh)
(7) Total Energy Usage (2 or 3) + (4) = _____ (kWh)

Net Generation:

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

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

A Non-NEM Eligible Energy Storage System or an Energy Storage System with a Certified Power Control System (see Section R):

Energy Storage System Rating _____ kW

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

If not, please provide:

Energy Storage Inverter Rating _____ kW

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

^B 8,760 hrs/yr x 0.17123 solar capacity factor = 1,500

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

^D 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.17123 solar capacity factor = 3.00



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification

Part III – Rate Selection

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

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

- ☐ Stay on existing rate
- ☐ Requested new rate _____

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

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

Part IV – Interconnection Agreement Provisions

A. Purpose

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

B. Applicability

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

C. NEM Transition

Customers receiving service on the current NEM tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier, are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedule NEM at http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf for more details.

D. Permission to Operate

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification

E. Safety

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

F. Safe Operation of your Generating Facility

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

G. AC Disconnect Switch

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

H. Rate

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

I. NEM Billing

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

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification

J. Net Surplus Compensation (NSC)

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

K. Limitation of Liability

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

L. Governing Law

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

M. Governing Authority

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

N. Term of Agreement

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

O. Meter Access

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

P. Stale Agreements

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification

Q. Smart Inverters

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

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

Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <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 upon request by PG&E in accordance with PG&E's Electric Rule 21.

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

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

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

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

R. Power Control System Certification

By signing below, customer confirms that Energy Storage over 10 kW has received UL 1741 CRD **for** Power Control Systems (PCS) certification that will comply with either No Grid Charge or No Storage Export as defined in Schedule NEM2.

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification

Part V – Signature

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

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

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

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

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

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

(Signature)

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

(Date)

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

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



Electric Sample Form No. 79-1193-02

Sheet 1

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

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6050-E-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted March 9, 2021
Effective _____
Resolution _____



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

IMPORTANT NOTES:

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

Part I – Generating Facility Information and Responsible Parties

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

Standard NEM2 Agreement Type: ☐ Single Account ☐ Multiple Aggregated Accounts

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

Customer Sector (check only one): ☐ Residential ☐ Educational
☐ Commercial ☐ Military
☐ Industrial ☐ Other Government
☐ Non-Profit

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

Service Address* City* State CA Zip*

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

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

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

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

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

Please complete this agreement in its entirety

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

Automated Document, Preliminary Statement, Part A.



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

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

Company Name

Contact Person

Contact Phone Number

Email

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

Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

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

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

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

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

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



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B. Generator System Sizing

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

The individual Solar CEC-AC KW and/or the Wind Turbine and/or Storage rating(s) calculated on the application cannot exceed 5% of the listed value(s) on this Agreement and Authorization.

Generator System Type: ☐ Solar ☐ Wind ☐ Both

Estimated Annual Production:

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

Estimated Annual Energy Usage:

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

(4) Recent annual usage _____ (kWh) X 1.0 = _____ (kWh)
OR (If 12 months usage not available) (5) Building size _____ (sq ft) X 3.00^E = _____ (kWh)
AND (6) I plan to increase my annual usage (kWh) by _____ (kWh)
(7) Total Energy Usage (4 or 5) + (6) = _____ (kWh)

Net Generation:

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

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

A Non-NEM Eligible Energy Storage System or an Energy Storage System with a Certified Power Control System (see Section R):

Energy Storage Rating _____ kW

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

If not, please provide:

Energy Storage Inverter Rating _____ kW

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

^C 8,760 hrs/yr x 0.17123 solar capacity factor = 1,500

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

^E 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.17123 solar capacity factor = 3.00

Please complete this agreement in its entirety

Automated Document, Preliminary Statement, Part A.



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

Part III – Rate Selection

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

Otherwise Applicable Rate Schedule (OAS) for NEM2 Account: Select one rate from the category applicable to you. NEM2 residential customers must be an applicable time-of-use rate^F schedule. If you are currently on a rate that is no longer open to new customers and are opting to move to a different rate, by signing this Agreement and Customer Authorization you are acknowledging that you are leaving the current rate and will not be able to return to this rate in the future. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

☐ Stay on existing rate

☐ Requested new rate _____

Part IV – Interconnection Agreement Provisions

A. Applicability

This Agreement applies to Electric Schedule NEM2 Customer-Generators (Customer) who interconnect a solar and/or wind turbine electric Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

B. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

C. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electric generating system, or a hybrid system of both, that meets

those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

D. Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that the Customer's Facility, or its operation, may endanger (a) the public, (b) PG&E personnel, or (c) the safe and reliable operation of PG&E's electric

^F Schedules such as ES, ESR or ET, which have no available corresponding time-of-use rate, are not required to switch to time-of-use rates, unless and until such a rate becomes available.



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system, PG&E shall have the right to disconnect the Facility from PG&E's system. Customer's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

E. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.

F. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS) to establish how the Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

G. NEM2 Billing

The Customer's meter separately measures exports and imports.

The meter is read monthly and an amount is calculated based on the net energy (kWh) and total energy(kWh) exports recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from the energy supplier in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from the energy supplier than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

Additionally, the Customer will be billed for non-bypassable charges on all imports from the grid, as describe in Schedule NEM2 Special Condition 2.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM2 billing is available at www.pge.com/nembilling.

H. Net Surplus Compensation (NSC)

NSC payments are made to NEM2 customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit www.pge.com/nscoptout to complete Form 79-1130. Participants in NEM2A, please see provisions in *NEM2 Load Aggregation Appendix (Form 79-1153)*.

I. Limitation of Liability

PG&E's and Customer's (Individually Party or together Parties) liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

J. Governing Law

Please complete this agreement in its entirety



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

K. Governing Authority

This Agreement shall at all times be subject to such changes or modification by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

L. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM2.

M. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

N. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM2.

O. CEC Listed

In order to promote the safety and reliability of the customer's Generating Facility, the applicant certifies that as a part its request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.

P. Warranties or Service Agreements

Applicant certifies as a part of its interconnection request for NEM2 that:

- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
- (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.



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Q. Smart Inverters

For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer's inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <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 upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application^G no later than March 31, 2018, or
- (d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Customer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (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.

R. Power Control System Certification

By signing below, customer confirms that Energy Storage over 10 kW has received UL 1741 CRD for Power Control Systems (PCS) certification that will comply with either No Grid Charge or No Storage Export as defined in Schedule NEM2.

^G A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



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Part V – Signature

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THE FULLY POPULATED DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY. THIS FORM MUST BE SIGNED BY THE EXISTING PG&E CUSTOMER LISTED IN PART I.

Under Pacific Gas and Electric Company's (PG&E's) privacy policies, which can be found at [www.pge.com/about/company/privacy/customer], PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E's Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E can request additional documentation to verify the authenticity of the externally signed Agreement and Customer Authorization.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM2 requirements.



Electric Sample Form No. 79-1202
Load Aggregation Appendix

Sheet 1

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6050-E-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

March 9, 2021

LOAD AGGREGATION APPENDIX

(If Applicable)

**List of Qualifying Accounts Eligible for Net Energy Metering (NEM & NEM2)
Load Aggregation,
Load Aggregation Sizing Affidavit, and
Customer-Generator Declaration Warranting Load Aggregation Arrangement Is Located
On The Same or Adjacent or Contiguous Property to Generator Parcel**

This is an appendix to Schedules NEM and NEM2 involving load aggregation¹. As described in the special condition titled “Load Aggregation”, PG&E will aggregate the load of the Customer-Generator’s accounts listed below where the Customer-Generator is the customer of record and the accounts continue to meet the requirements as outlined in the Customer Declaration on the last page of this Appendix.

In accordance with this appendix and pursuant to the applicable net energy metering tariff:

- (i) The electricity generated by the Renewable Electrical Generation Facility (REGF) and exported to the grid shall be allocated to each of the aggregated meters in proportion to the electrical load served by those meters, and
- (ii) Customer-Generator shall remit the associated service charges to PG&E for its cost of providing billing service to those meters (one-time setup charge of \$25 per meter, no more than \$500, and an ongoing monthly charge of \$5 per meter, all billed on the generator account), and
- (iii) Customer-Generator shall permanently be ineligible to receive AB 920 Net Surplus electricity Compensation (NSC), and PG&E shall retain any kilowatt-hours (kWh) in excess of the eligible Customer-Generator’s electrical load as determined for each aggregated meter individually. However, if an Aggregated Account that is not a Generating Account is separated from the Arrangement, and subsequently qualifies for a net energy metering program, it may be eligible for NSC.

This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Net Energy Metering Aggregation Sizing Affidavit

For Net Energy Metering projects, the REGF size should be “intended primarily to offset part or all of the customer’s own electrical requirements.”² For NEM or NEM2, not including Load Aggregation, this means that the annual kilowatt-hours (kWh) produced by the REGF (e.g. solar system) should not exceed the kWh of annual usage associated with the PG&E meter at the Point of Interconnection. Annual usage is determined by referencing the previous 12 months of usage records for the meter, plus any additional kWh representing future additional usage.

For Load Aggregation, under NEM Aggregation (NEM2A), the REGF should be sized to produce no greater than the total annual kWh of all the aggregated meters within your Arrangement, plus any additional kWh representing future additional usage. The sizing determination should be based on recent annual usage of all the load accounts in the Arrangement plus additional usage for the Arrangement³ As stated above in (iii), NEM2A REGFs are not eligible for NSC. At the time of true-up, any Net Surplus

¹ Customers either requesting to take service on or are already taking service on Schedules NEM and NEM2 must complete this Appendix to apply for Load Aggregation or make changes to their existing Load Aggregation Arrangement. See the special condition titled “Load Aggregation” in the applicable net energy metering tariff.

² Per State Public Utilities Code Section 2827(a)(4)(A))

³ The Arrangement is defined as the aggregated (or “benefitting”) accounts and the single generating account loads, which may or may not have load.

Electricity⁴ that was produced by the REGF that was not attributed to an Aggregated Accounts (benefitting load accounts) within the Arrangement would not be compensated.

What size system do I need?

Some factors to consider when sizing your system are your project budget, return on investment expectations, current and future energy needs, and the location and amount of your property dedicated to the system.

To find additional resources, please visit <https://pge.wattplan.com/>

⁴ **Net Surplus Electricity** - (defined as all electricity generated by an eligible customer measured in kilowatt-hours over a Relevant Period – as defined in Special Condition 2.h of the NEM2 tariff – that exceeds the amount of electricity consumed by that eligible customer)

Completing this Appendix

This Load Aggregation appendix is composed of three sections where Applicants should complete the applicable Worksheet located in either Section I or II and sign the Customer-Generator Declaration (Section III). Please read through this entire Appendix (confirming your eligibility and request), complete the associated Worksheet on the following pages, and sign the Customer-Generator Declaration.

Sections (Identifying Your Request)

I. New Load Aggregation Requests Worksheet

- All new load aggregation requests and requests that do not meet the definition of either Conversion, Rearrangement or Change Party (as defined below) must complete the table in Section I
- All accounts in the Arrangement must be included in this table with the requested information. As described in the Net Energy Metering Aggregation Sizing Affidavit section above, customers with insufficient recent annual usage may include their estimated proposed future load in the “Annual kWh Load” column.
- If you are also requesting a new service for the Generator⁵, check the box below:

☐ Yes, I am requesting a new service for the Generator

II. Rearrangement/Change Party Requests Worksheet

- Load aggregation requests that meet the criteria included in Section II and are requesting to do a Rearrangement or Change Party should only complete the table in Section II
- Rearrangement/Change Party requests are defined as follows:
 - i. **Conversion Requests:** A request by an existing NEM customer to enter into a Load Aggregation arrangement for the previously approved REGF. The REGF must not have been modified since the Permission to Operate was issued. The new Load Aggregation arrangement must have at least two load accounts.
 - ii. **Rearrangement Requests:** A request by the same customer of record to modify the aggregated accounts in an approved Load Aggregation arrangement (i.e. add and/or remove aggregated accounts). The new Load Aggregation arrangement must have at least two load accounts.
 - iii. **Change Party Requests:** A request to take over the generator account and at least two load accounts from the previously approved Load Aggregation arrangement. The request can only be made after the new owner has started service as the new customer of record for the applicable electric services (i.e. the services are in the new customer's name). For assistance with this request, contact the Solar Customer Service Center at 877-743-4112.

⁵ For Load Aggregation arrangements requesting an additional service for Generator, subject to all other applicable rules, an additional service may be allowed for the Generating Account if it has no load other than that associated directly with the Renewable Electric Generation Facility. However, a customer may not subsequently add load to that additional service, and if the Renewable Electrical Generation Facility is removed, the additional service, may not be converted to a load account. Note: there must be at least two load accounts to be eligible for Load Aggregation.

LOAD AGGREGATION APPENDIX

Section I: New Load Aggregation Requests Worksheet (If Applicable)

Table 1: Load Information						
ACCOUNT ⁶	PARCEL NUMBER	ACCOUNT NAME ^{7 8}	SERVICE ADDRESS (Street, City, Zip Code – no P.O. boxes) ²	ELECTRIC SERVICE AGREEMENT NUMBER ²	ELECTRIC METER NUMBER ²	ESTIMATED ANNUAL KWH LOAD ⁹
SAMPLE 1 (New Service)	000-000-000	New	123 AG ST, Anywhere, 00000	New	New	5000
SAMPLE 2	111-111-111	John Doe	123 House ST, Anywhere, 00000	1111111112	2222222222	7000
REGF Load						
Load Acct 1						
Load Acct 2						
Load Acct 3						
Load Acct 4						
Load Acct 5						
Load Acct 6						
Load Acct 7						
Load Acct 8						
Load Acct 9						
Load Acct 10						
Total Estimated Annual kWh Load (100%) *						
*Sum of all Annual KWH Load cells above						

⁶ When required by an existing tariff (e.g. Schedule NEM2), any load aggregation account not on a Time-of-Use (TOU) rate at the time of Permission to Operate will be defaulted to an applicable TOU rate.

⁷ If this is a new account, enter NEW in this column,

⁸ As listed on your most recent Energy Statement

⁹ Provide the previous twelve (12) months of the current customer's recent annual usage (from the date of signature). The "previous 12 months" requirement has two exceptions: (1) Standard NEM (SNEM) projects who were sized appropriately at the time of PTO who later convert to SNEMA without increasing the generator size and (2) first-time (i.e. no previous PTO issued for the generator) SNEM Aggregation requests who have sufficient load at the time of application submittal. In the case of proposed future load and/or load that you may have recently added, place the sum (total annual kWh) of your current annual usage and your proposed annual usage increase as one value. When including proposed future load for a Load Account, all columns for that entry must have a value. If there is no load or proposed future load, place zero.

LOAD AGGREGATION APPENDIX

Table 1.2: Comparison of Aggregated Load kWh to Estimated Annual kWh Production

Estimate of Total Aggregated Load	100% of Total Estimated Annual kWh Load* *Use value from "Total Estimated Annual kWh Load (100%)" from table 1.1 above.	
Estimate of Total Annual kWh Production	Solar = CEC-AC ¹⁰ rating X 1,500 ¹¹ Wind = Total Inverter Nameplate Rating X 2,190 ¹² Other Technologies = Total Inverter Nameplate Rating X 7,008 ¹³	
kWh production greater than load?	Yes : If "Estimate of Total Annual kWh Production" is greater than "Estimate of Total Aggregated Load" = Yes. Applicant must downsize REGF kW. No: If "Estimate of Total Annual kWh Production" is less than "Estimate of Total Aggregated Load" = No. Project meets sizing to load limitation.	

¹⁰ CEC-AC (kW) = California Energy Commission Alternating Current, refers to inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

¹¹ Estimated Solar Production = 8,760 hrs/yr X 0.17123 solar capacity factor = 1,500

¹² Estimated Wind Production = 8,760 hrs/yr X 0.25 wind capacity factor = 2,190

¹³ Estimated Other Technologies = 8,760 hrs/yr X 0.80 other technologies capacity factor = 7,008

LOAD AGGREGATION APPENDIX

Section II: Rearrangement/Change Party Requests Worksheet (If Applicable)

Applicability

The Rearrangement/Change Party table below should only be completed in lieu of the table under Section I above if:

1. Your request complies with the definition of Rearrangement or Change Party (as described above),
2. You are submitting either a Rearrangement or Change Party Request, AND
3. The size of the generating facility connected to the Generator Account is not increasing¹⁴

Reminders

1. The new Load Aggregation arrangement must continue to meet all of the requirements specified in the Customer-Declaration section below to be approved.
2. As described earlier in this Appendix, overgeneration should be avoided.

Table 2.1: Conversion/Rearrangement/Change Party Requests Worksheet (If Applicable)

ACCOUNT ¹⁵	PARCEL NUMBER	ACCOUNT NAME ^{16 17}	SERVICE ADDRESS (Street, City, Zip Code – no P.O. boxes) ²	ELECTRIC SERVICE AGREEMENT NUMBER ²	ELECTRIC METER NUMBER ²
SAMPLE 1	000-000-000	New	123 House ST, Anywhere, 00000	New	New
SAMPLE 2	111-111-111	John Doe	123 House ST, Anywhere, 00000	1111111112	2222222222
Generator					
Load Acct 1					
Load Acct 2					
Load Acct 3					
Load Acct 4					
Load Acct 5					
Load Acct 6					
Load Acct 7					
Load Acct 8					

(Use more sheets as necessary. Do not restate the Generator Account on additional sheets.) Page: ___ of ___

¹⁴ If the system size is increasing, you are ineligible to submit either a Rearrangement or Change Party request and must instead complete the table in Section I. Note: Any modifications to the generating facility connected to the Generator Account must submit a new interconnection application online.

¹⁵ When required by an existing tariff (e.g. Schedule NEM2), any load aggregation account not on a Time-of-Use (TOU) rate at the time of Permission to Operate will be defaulted to an applicable TOU rate.

¹⁶ If this is a new account, enter NEW in this column,

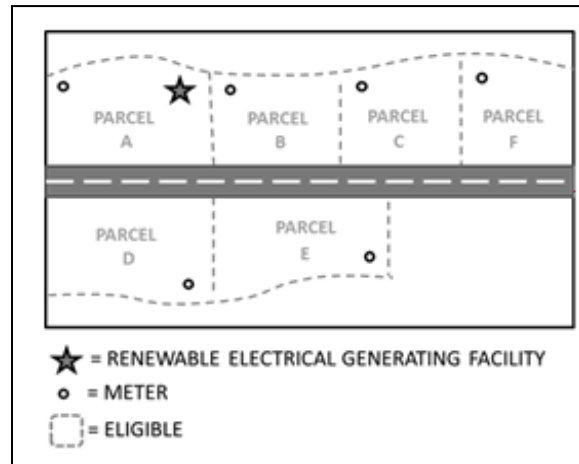
¹⁷ As listed on your most recent Energy Statement

Section III: Customer-Generator Declaration

I, Customer-Generator, represent and warrant under penalty of perjury that:

- 1) I have received and read this Appendix in its entirety, understand the importance of properly sizing the net energy metering generator, and agree to remit all charges associated with being billed on Load Aggregation; and
- 2) The total annual output in kWh of the generator is less than or equal to 100% of the annual aggregated electrical load in kWh of the meters within the arrangement, including the load on the generating account itself (before being offset by the generator), and including any estimated future additional load; and
- 3) All of the aggregated account meters associated with this generator account are located either on the property where the electrical generation facility is located or are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.

For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous, and all are solely owned, leased or rented by the customer-generator. Refer to the diagram on the right (for illustrative purposes only.)



- 4) I agree to notify PG&E if there is any change of status that makes any of the meters listed in this Appendix ineligible for Load Aggregation to ensure that only eligible meters are participating; PG&E will require an updated version of this Load Aggregation Appendix form; and

- 5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Load Aggregation including, but not limited to, parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Print Name and title of signee, applicable if customer is a Company (e.g. John Doe, Manager)

**PG&E Gas and Electric
Advice Submittal List
General Order 96-B, Section IV**

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
California Cotton Ginners & Growers Assn
California Energy Commission

California Hub for Energy Efficiency
Financing

California Alternative Energy and
Advanced Transportation Financing
Authority
California Public Utilities Commission
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Cenergy Power
Center for Biological Diversity

Chevron Pipeline and Power
City of Palo Alto

City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
Crossborder Energy
Crown Road Energy, LLC
Davis Wright Tremaine LLP
Day Carter Murphy

Dept of General Services
Don Pickett & Associates, Inc.
Douglass & Liddell

East Bay Community Energy Ellison
Schneider & Harris LLP Energy
Management Service
Engineers and Scientists of California

GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz &
Ritchie
Green Power Institute
Hanna & Morton
ICF
IGS Energy
International Power Technology
Intestate Gas Services, Inc.
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated
Waste Management Task Force
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McKenzie & Associates

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

Office of Ratepayer Advocates
OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.
SCD Energy Solutions
San Diego Gas & Electric Company

SPURR
San Francisco Water Power and Sewer
Semptra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead
Electric Company
Western Manufactured Housing
Communities Association (WMA)
Yep Energy