

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 4462G/6242E
As of November 3, 2021

Subject: Clean-Up of Gas and Electric Tariffs

Division Assigned: Energy

Date Filed: 07-08-2021

Date to Calendar: 07-14-2021

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	07-08-2021

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Stuart Rubio

415-973-4587

PGETariffs@pge.com

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



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

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

The AL status certificate indicates:

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

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

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

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



July 8, 2021

Advice 4462-G/6242-E

(Pacific Gas and Electric Company U 39 M)

Public Utilities Commission of the State of California

Subject: Clean-Up of Gas and Electric Tariffs

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

Purpose

PG&E has identified several minor issues within our tariffs that are in need of modification but were not previously submitted in an advice letter. These issues include updating of tariffs consistent with previous Commission directives; replacing the term “grandfathered” from our tariffs¹, making minor syntax edits to improve readability and clarity; updating of language consistent with current practices; changing legislation reference, correcting of typographical errors; and updating PG&E contract information within our tariffs. The tariff modifications being made in this clean-up advice letter are either non-substantial editorial changes to the text of a tariff, or revisions in compliance with specific requirements of a statute or Commission order.

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

Tariff Revisions

A matrix describing all tariff revisions is included as Appendix A to this advice letter. The affected tariff sheets are listed on the enclosed Attachment 1. For convenience of the reader, PG&E has included redline revisions in Attachment 2.

¹ See footnote at the end of Appendix A (page 12) for explanation.

The submittal will 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, PG&E is currently unable to receive protests or comments to this advice letter via U.S. mail or fax. Please submit protests or comments to this advice letter to EDTariffUnit@cpuc.ca.gov and PGETariffs@pge.com*****

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than **July 28, 2021**, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102
Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

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

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

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

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

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

Effective Date

PG&E requests that this Tier 1 advice submittal become effective upon date of submittal, which is **July 8, 2020**.

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/

Sidney Bob Dietz II
Director, Regulatory Relations

Attachments

Appendix A - Clean-Up Modification and Cancellations of Tariffs
Attachment 1 - Tariffs
Attachment 2 - Redlined Tariffs

Service List: GO 96-B

Advice 4462-G/6242-E

Appendix A

Clean Up Revisions to Tariffs

The tariff modifications being made are either non-substantial editorial changes to the text of a tariff, or revisions in compliance with specific requirements of a statute or Commission order. The affected tariff sheets are listed on the enclosed Attachment 1. For convenience of the reader, PG&E has included redline revisions in Attachment 2.

Advice 4462-G/6242-E Appendix A Clean-Up Revisions to Tariffs			
#	Tariff	Location	Modification/Additional Information
1.	Gas Contracts and Deviations	Sheets 7, 8	Update entries in the list of Contracts and Deviations that currently have place holders that state that they are pending CPUC approval with actual dates of disposition approval.
2.	Gas Rule 15 – Gas Main Extensions	Section A.1.B.3, Sheet 2	Correct inadvertent reference to “Electric Service” with the word “Gas Service”.
3.	Gas Rule 28 – Mobilehome Park Utility Conversion Program	Section E.1, Sheet 6	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy customer”.*
4.	Electric Contracts and Deviations	Sheets 18, 25, 30	Update entries in the list of Contracts and Deviations that currently have place holders that state that they are pending CPUC approval with actual dates of disposition approval.
5.	Electric Form 79-1010 – Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities	Sections 9.7 & 11.1, Page 7	Update PG&E contact information.
6.	Electric Form 79-1014 – Direct Access Customer Relocation Declaration	Page 5	Remove fax as a means of submitting declaration.
7.	Electric Form 79-1069 – Generating Facility Interconnection Agreement (Multiple Tariff)	Section 8.7 & 9.1, Page 13	Update PG&E contact information and removing fax as a means of communication.
8.	Electric Form 79-1069-02 – Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)	Section 8.7 & 9.1, Pages 12 & 13	Update PG&E contact information and removing fax as a means of communication.

Advice 4462-G/6242-E Appendix A Clean-Up Revisions to Tariffs			
#	Tariff	Location	Modification/Additional Information
9.	Electric Form 79-1137 – <i>Interconnection Agreement for Net Energy Metering for a Renewable Electricity Generation Facility of 1,000 Kilowatts or Less, Except Solar or Wind</i>	Sections 9.4 & 11.1 Pages 6 & 7	Update PG&E contact information and removing fax as a means of communication.
		Header	Correct capitalization error of “KW” in the header of the form to “kW”.
10.	Electric Form 79-1137-02 <i>Interconnection Agreement for Net Energy Metering (NEM2/NEM2V) for a Renewable Electricity Generation Facility of 1,000 Kilowatts or Less, Except Solar or Wind</i>	Header, Sheet 1	Reinsertion “of 1,000 Kilowatts or Less,” back into header of sheet 1 of the form which was mistakenly dropped from the header title and correct capitalization error of “KW” in the header of the form to “kW”.
		Sections 9.7 & 11.1 Page 7	Update PG&E contact information and removing fax as a means of communication.
11.	Electric Form 79-1141 – <i>Agreement for Schedule A-15 Fixed Usage Estimate</i>	Sheet 2	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy”.*
12.	Electric Form 79-1191 – <i>Generating Facility Interconnection Agreement for Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT),</i>	Section 10.6 & 11.1 Page 8	Update PG&E contact information and removing fax as a means of communication.
13.	Electric Form 79-1192 – <i>Interconnection Agreement for Non-Export Storage Generating Facilities 500 kW or Less</i>	Sections 8.7 & 9.1, pages 6 & 7	Update PG&E contact information.
		Header	Correct capitalization error of “KW” in the header of the form to “kW”.

Advice 4462-G/6242-E Appendix A Clean-Up Revisions to Tariffs			
#	Tariff	Location	Modification/Additional Information
14.	Electric Form 79-1198-02 <i>Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Electrical Generating Facility Sized Greater than 1,000 kW</i>	Sections 8.4 & 10.1, Pages 7 & 8	Update PG&E contact information and removing fax as a means of communication.
		Header	Correct capitalization error of "KW" in the header of the form to "kW".
15.	Electric Form 79-1208 – <i>Standalone Power System Supplemental Provisions</i>	Page 1	Add PG&E Privacy Statement footnote of Electric Form 79-1208 which was inadvertently omitted from the list of tariffs in Advice 4350-G / 6050-E.
16.	Electric Forms 79-972 <i>Agreement for Unmetered Electrical Service</i>	Sheet 2	Due to the etymology of the term "Grandfathered/Grandfathering", PG&E is replacing the term with the word "legacy".*
17.	Electric Form 79-973 – <i>Generating Facility Interconnection Agreement For Non-Export Generating Facilities</i>	Sections 8.7 & 9.1, Page 7	Update PG&E contact information and removing fax as a means of communication.
18.	Electric Form 79-978 – <i>Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 Kilowatts or Less, Other than Facilities of 30 Kilowatts or Less</i>	Sections 9.4 & 11.1, Page 8	Update PG&E contact information and removing fax as a means of communication.
		Header	Correct capitalization error of "KW" in the header of the form to "kW".
19.	Electric Form 79-978-02 – <i>Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities of 1,000 Kilowatts or Less, Other than Facilities of 30 Kilowatts or Less</i>	Header	Reinsertion "of 1,000 Kilowatts or Less," back into header of the form which was mistakenly dropped from the header title and correct capitalization error of "KW" in the header of the form to "kW".
		Section 9.4 & 11.1 Page 7 & 8	Update PG&E contact information and removing fax as a means of communication.

Advice 4462-G/6242-E Appendix A Clean-Up Revisions to Tariffs			
#	Tariff	Location	Modification/Additional Information
20.	Electric Form 79-988 – <i>Generating Facility Interconnection Agreement (Third Party Non-Exporting)</i>	Sections 8.7 & 9.1, Page 7	Update PG&E contact information and removing fax as a means of communication.
21.	Electric Form 79-997 – <i>Interconnection Agreement for Net Energy Metering of Biogas Digester Generating Facilities</i>	Sections 9.7 & 11.1, Pages 6 & 7	Update PG&E contact information.
22.	Electric Preliminary Statement CP – Energy Resource Recovery Account	Sheet 5	Reinsert section f of Retained RPS and RA Value Entries on sheet 5. The section was inadvertently removed by clean-up Advice Letter 5751-E.
23.	Electric Preliminary Statement DB – <i>Nuclear Decommissioning Adjustment Mechanism</i>	Section 5, Sheet 1	Insert standard Debit/Credit transfer language that was mistakenly left out from tariff.
24.	Electric Preliminary Statement DX – <i>Family Electric Rate Assistance Balancing Account</i>	Sheet 1	Updating outdated language consistent with <i>Electric Schedule E-FERA – Family Electric Rate Assistance</i> and current practices and minor changes to reflect history of CPUC corresponding directives (Decisions and Advice Letters) and comply with OP35 of D.21-06-015.
25.	Electric Preliminary Statement HQ – <i>Fire Risk Mitigation Memorandum Account (FRMMA),</i>	Sheet 1	PG&E is modifying the Purpose section of Electric Preliminary Statement Part HQ, to change the legislation reference from Senate Bill 901 (which was enacted in September 2018) to Assembly Bill 1054 (which was signed in 2019), which modified and expanded the Wildfire Mitigation Plan requirements.
26.	Electric Preliminary Statement HX – <i>Wildfire Mitigation Plan Memorandum Account (WMPMA)</i>	Sheet 1	PG&E is modifying the Purpose section of Electric Preliminary Statement Part HX, to change the legislation reference from Senate Bill 901 (which was enacted in September 2018) to Assembly Bill 1054 (which was signed in 2019), which modified and expanded the Wildfire Mitigation Plan requirements.

Advice 4462-G/6242-E Appendix A Clean-Up Revisions to Tariffs			
#	Tariff	Location	Modification/Additional Information
27.	Electric Rate - A-1 – <i>Small General Service</i>	Applicability Section, Sheet 1	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.
		Applicability Section, Sheet 3	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy”.*
28.	Electric Rate A-10 – <i>Medium General Demand-Metered Service</i>	Applicability Section, Sheet 1	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.
		Applicability Section, Sheet 3	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy”.*
29.	Electric Rate A-6 – <i>Small General Time-of-Use Service</i>	Applicability Section, Sheet 1	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.
30.	Electric Rate AG – <i>Time-of-Use Agricultural Power</i>	Applicability Section, Sheet 2	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.
31.	Electric Rate AG-1 – <i>Agricultural Power</i>	Applicability Section, Sheet 1	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.
		Applicability Section, Sheet 3	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy”.*
32.	Electric Rate AG-4 – <i>Time-of-Use Agricultural Power</i>	Applicability Section, Sheet 1	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.
		Applicability Section, Sheet 4	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy”.*
33.	Electric Rate AG-5 – <i>Large Time-of-Use Agricultural Power</i>	Applicability Section, Sheet 1	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.

Advice 4462-G/6242-E Appendix A Clean-Up Revisions to Tariffs			
#	Tariff	Location	Modification/Additional Information
34.	Electric Rate AG-F – <i>Flexible Off-Peak Time-Of-Use Agricultural Power</i>	Applicability Section, Sheet 2	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy” [*] and made minor edits for clarity.
35.	Electric Rate AG-R – <i>Split-Week Time-Of-Use Agricultural Power</i>	Applicability Section, Sheet 1	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.
36.	Electric Rate AG-V – <i>Short-Peak Time-Of-Use Agricultural Power</i>	Applicability Section, Sheet 1	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.
37.	Electric Rate B-1 – <i>Small General Service</i>	Applicability Section, Sheet 1	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.
38.	Electric Rate B-10 – <i>Medium General Demand Metered Service</i>	Applicability Section, Sheet 1	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.
39.	Electric Rate B-19 – <i>Medium General Demand-Metered TOU Service</i>	Applicability Section, Sheet 1	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.
40.	Electric Rate B-20 – <i>Service to Customers with Maximum Demands of 1000 Kilowatts or More</i>	Applicability Section, Sheet 1	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.
41.	Electric Rate B-6 – <i>Small General Time-of-Use Service</i>	Applicability Section, Sheet 1	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.
42.	Electric Rate E-19 – <i>Medium General Demand-Metered TOU Service</i>	Applicability Section, Sheet 1	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.
43.	Electric Rate E-20 – <i>Service to Customers with Maximum Demands of 1000 Kilowatts or More</i>	Applicability Section, Sheet 1	Expand term “solar legacy” to “solar legacy TOU period” and made minor edits for clarity.

Advice 4462-G/6242-E Appendix A Clean-Up Revisions to Tariffs			
#	Tariff	Location	Modification/Additional Information
44.	Electric Rate E-6 – Residential Time-of-Use Service	Applicability Section, Sheet 1	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “eligible for”.*
		Time Periods Section, Sheet 5	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy”.*
45.	Electric Rate E-DCG – Departing Customer Generation	Section 2.b, Sheet 4	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy”.*
46.	Electric Rate E-EV – Residential Time-Of-Use Service for Plug-In Electric Vehicle Customers	Applicability Section, Sheet 1	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy”.*
47.	Electric Rate NEM – Net Energy Metering Service	Applicability Section F, Sheet 3	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “transition period”.*
48.	Electric Rate NEM2 – Net Energy Metering Service	• Applicability Section, Sheet 1 • Special Condition 8, Sheet 26 and 27	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy”.*
49.	Electric Rate NEM2V – Virtual Net Energy Metering Service	Applicability Section, Sheet 2	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy”.*
50.	Electric Rate NEM2VMSH Virtual Net Energy Metering For Multifamily Affordable Housing (MASH/NSHP) With Solar Generator(s)	Applicability Section, Sheet 1	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy”.*

Advice 4462-G/6242-E Appendix A Clean-Up Revisions to Tariffs			
#	Tariff	Location	Modification/Additional Information
51.	Electric Rate NEM2VSOM <i>Virtual Net Energy Metering Solar on Multifamily Affordable Housing (SOMAH) Properties</i>	Applicability Section, Sheet 1	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy”.*
52.	Electric Rule 15 – Distribution Line Extensions	Sheet 3	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy”.*
53.	Electric Rule 16 – Service Extensions	• Sheet 7	• Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy”.*
		• Section E, Sheet 19	• Correct numbering error for Interim Policy on Excess PEV Charging Costs paragraph which should be number 6 of Section E.
54.	Electric Rule 2 – Description of Service	Sheet 24	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy”.*
55.	Electric Rule 28 – Mobilehome Park Utility Conversion Program	Section E.1 Sheet 6	Due to the etymology of the term “Grandfathered/Grandfathering”, PG&E is replacing the term with the word “legacy customer”.*
* The term “grandfather” originated in late nineteenth-century legislation and constitutional amendments passed by a number of U.S. Southern states, which created new requirements for literacy tests, payment of poll taxes, and/or residency and property restrictions to register to vote. States in some cases exempted those whose ancestors (grandfathers) had the right to vote before the Civil War, or as of a particular date, from such requirements. The intent and effect of such rules was to prevent African-American former slaves and their descendants from voting, but without denying poor and illiterate whites the right to vote.[footnote omitted] Although these original grandfather clauses were eventually ruled unconstitutional, the terms grandfather clause and grandfather have been adapted to other uses.” https://en.wikipedia.org/wiki/Grandfather_clause). The replacement of the term “Grandfather” or “Grandfathered” and/or “Grandfathering” is consistent with PG&E’s Petition for Modification of Decision 18-08-013 (10/19/2020) from PG&E 2017 GRC Phase II Application (A.16-06-013) and concurrent Petition for Modification of Decision 19-05-010 (10/19/2020) from PG&E 2019 Rate Design Window Application (A.18-11-013) and concurrent Petition for Modification of Decision 19-05-010 (10/19/2020) from PG&E 2019 Rate Design Window Application (A.18-11-013). In addition, similar tariff replacement of the word “grandfather” were approved by the Commission in Advice 6090-E-A.			



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

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

Utility type:

☒ ELC ☒ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Stuart Rubio

Phone #: (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) #: 4462-G/6242-E

Tier Designation: 1

Subject of AL: Clean-Up of Gas and Electric Tariffs

Keywords (choose from CPUC listing): Discretionary

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: 7/8/21

No. of tariff sheets: 89

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

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

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

Tariff schedules affected: See Attachment 1

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

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

Name: Sidney Bob Dietz II, c/o Megan Lawson
Title: Director, Regulatory Relations
Utility Name: Pacific Gas and Electric Company
Address: 77 Beale Street, Mail Code B13U
City: San Francisco, CA 94177
State: California Zip: 94177
Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx: (415)973-3582
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Name:
Title:
Utility Name:
Address:
City:
State: District of Columbia 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.
37275-G	LIST OF CONTRACTS AND DEVIATIONS (Continued) Sheet 7	29938-G
37276-G	LIST OF CONTRACTS AND DEVIATIONS (Continued) Sheet 8	35657-G
37277-G	GAS RULE NO. 15 GAS MAIN EXTENSIONS Sheet 2	36556-G
37278-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY CONVERSION PROGRAM Sheet 6	36158-G
37279-G	GAS TABLE OF CONTENTS Sheet 1	37262-G
37280-G	GAS TABLE OF CONTENTS Sheet 6	37073-G
37281-G	GAS TABLE OF CONTENTS Sheet 7	37147-G
37282-G	GAS TABLE OF CONTENTS Sheet 8	36903-G**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
50562-E	LIST OF CONTRACTS AND DEVIATIONS (Continued) Sheet 18	46207-E
50563-E	LIST OF CONTRACTS AND DEVIATIONS (Continued) Sheet 25	46726-E
50564-E	LIST OF CONTRACTS AND DEVIATIONS (Continued) Sheet 30	31469-E
50565-E**	Electric Sample Form No. 79-1010 Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities Sheet 1	48562-E
50566-E	Electric Sample Form No. 79-1014 Direct Access Customer Relocation Declaration Sheet 1	48565-E
50567-E**	Electric Sample Form No. 79-1069 Generating Facility Interconnection Agreement (Multiple Tariff) Sheet 1	49223-E
50568-E	Electric Sample Form No. 79-1069-02 Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT) Sheet 1	49264-E
50569-E	Electric Sample Form 79-1137 Interconnection Agreement for Net Metering for a Renewable Electrical Generation Facility of 1,000 kW or Less, Except Solar Or Wind Sheet 1	48620-E
50570-E**	Electric Sample Form No. 79-1137-02 Interconnection Agreement for Net Energy Metering (NEM2/NEM2V) for a Renewable Electricity Generation Facility of 1,000 Kilowatts or Less, Except Solar or Wind Sheet 1	48621-E
50571-E	ELECTRIC SAMPLE FORM 79-1141 AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE Sheet 1	48623-E**
50572-E	Electric Sample Form No. 79-1191 Generating Facility Interconnection Agreement for Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT) Sheet 1	49295-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
50573-E	Electric Sample Form No. 79-1192 Interconnection Agreement for Non-Export Storage Generating Facilities 500KW or Less Sheet 1	48670-E
50574-E	Electric Sample Form No. 79-1198-02 Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Electrical Generating Facility Sized Greater than 1,000 kW Sheet 1	49298-E
50575-E	Electric Sample Form No. 79-1208 Standalone Power System Supplemental Provisions Sheet 1	48035-E*
50576-E	Electric Sample Form No. 79-972 Agreement for Unmetered Electrical Service Sheet 1	48702-E
50577-E**	Electric Sample Form No. 79-973 Generating Facility Interconnection Agreement For Non-Export Generating Facilities Sheet 1	48703-E
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PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Schedule or Rule No.	Contract Difference
MISSION TRAIL REGION (Cont'd.)					
<u>Counties and Cities (Cont'd.)</u>					
City of Santa Clara Improvement Project 170/170A Marriott Business Park, Unit 1	Firm	9-7-76 ---	Res. G-2134 9-4-77	Gas Rule 15 Sect. B	Cost of Ownership Fund
City of Santa Clara Marriott Commercial Park Improvement Project Mission College Blvd. Santa Clara	Firm	5-3-77 ---	Res. G-2115 7-12-77	Gas Rule 15	Cost of Ownership Fund
City of Santa Clara Oakmead – Unit III Improvement Project 171	Firm	5-17-77 ---	Res. G-2128 8-10-77	Gas Rule 15 Sect. E-7	Cost of Ownership Fund
City of Santa Clara Oakmead Development	Coml/Ind	1-3-78 ---	Res. G-2226 6-16-78	---	Amend Contract Effective August 10, 1977
City of Santa Clara Marriott Business Park Unit No. 2, Santa Clara	Firm	2-14-78 ---	Res. G-2227 6-13-78	Gas Rule 15 Sect. E-7	Cost of Ownership Fund
City of San Jose Orchard Business Park Improvement District No. 77-144SJ, Phase II San Jose	Firm	11-2-78 ---	Res. G-2264 3-22-79	Gas Rule 15 Sect. C and E-7	Cost of Ownership Fund
City of Milpitas KSP Industrial Park Oakmead North Valley Improvement Project 2333 Milpitas	Firm	9-16-80 ---	--- 3-9-81	Gas Rule 15 Sect. C and E-7	Cost of Ownership Fund
City of Palo Alto Santa Clara County	Resale	11-20-87	--- 1-27-88	Gas Rule 2	Monthly Cost of Ownership
City of Gilroy Forest St. Assessment Dist. Santa Clara County	Res.	7-21-95	---	Gas Rule 15	Gas Main Extension— Competitive Bidding
<u>Other Public Agencies</u>					
Santa Clara Valley Transportation Authority – SVBX Project	Commercial	9-20-2012 10 Years	Advice 3334-G/4129-E 10-24-12	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – SC-AR Project	Commercial	6-17-2012 10 Years	Advice 3334-G/4129-E 10-24-12	Rule 15	Facility Relocation Cost Responsibility

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<u>Other Public Agencies (Cont'd.)</u>						
Santa Clara Valley Transportation Authority – LRT Efficiency Project	Commercial	10-7-14 5 Years	Advice 3522-G/ 4511-E 10-27-14	Gas Rule 15	Facility Relocation Cost Responsibility	(T) (T)
Santa Clara Valley Transportation Authority – BSVII Project	Railway	1-2020 10 years	Res. G-3574 12-7-20	Gas Rule 15	Facility Relocation Cost Responsibility	
Santa Clara Valley Transportation Authority – EBRC Project	Railway	9-2019 10 years	Res. G-3574 12-7-20	Gas Rule 15	Facility Relocation Cost Responsibility	
<u>Developers/Subdividers</u>						
Gary M. & Delores A. Guardino Morgan Hill, Tract 5781	Firm	7-27-76 10 Years*4	Res. G-2038 3-1-77	Gas Rule 15	Cost of Ownership Fund	
Return Resources Corp. San Martin	Firm	3-9-77 10 Years*4	Res. G-2275 5-22-79	Gas Rule 15	Cost of Ownership Fund	
Gerald McCullough Hillcrest Industrial Park Hollister	Firm	7-7-78 ---	Res. G-2253 11-29-78	Gas Rule 15 Sect. E-7	Cost of Ownership Fund	
New England Mutual Life Insurance Company Orchard Technology Park, San Jose	Firm	2-6-79 ---	Res. G-2276 5-25-79	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge	
Standard Realty & Development Co. South Bay Industrial Park Milpitas	Firm	3-2-79 ---	Res. G-2289 7-11-79	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge	
Castroville Holding Co./Castroville Industrial Park Castroville	Firm	9-26-79 ---	Res. G-2344 4-2-80	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge	
Prudential Insurance Co. of America, Oak Creek Business Park, Milpitas	Firm	10-12-79 ---	Res. G-2344 4-2-80	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge	
Passek Industrial Park Greenfield, Monterey Co.	Coml/Ind	1-18-80	Res. G-2351 5-30-80	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge	
Interknoll – Mission Park San Jose	Coml/Ind	1-29-80 ---	Res. G-2372 9-20-80	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge	
River Oaks Associates San Jose	Coml/Ind	2-1-80 ---	Res. G-2351 5-30-80	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge	

*1 to *8 See last page of Gas Contracts and Deviations for explanation of footnotes.

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GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 2

A. GENERAL (Cont'd)

1. DISTRIBUTION LINE EXTENSION BASIS (Cont'd)

b. CONSTRUCTION AND DESIGN SPECIFICATIONS, STANDARDS, TERMS, AND CONDITIONS OF A NEW EXTENSION OF SERVICE PROJECT (Cont'd).

- 3) Approval date of a new extension of service application refers to the earlier of either the effective date of the contract for the extension of gas service or the date when PG&E first invoices the customer for the extension of gas service. "Invoice" to mean when PG&E presents an offer to the customer for the extension of service in response to an application for an extension of service submitted pursuant to the regulations of the CPUC and applicable specifications of PG&E. (T)
(T)

- c. OWNERSHIP. The Distribution Main Extension facilities installed under the provisions of this Rule shall be owned, operated, and maintained by PG&E, except for Substructures and enclosures that are on, under, within, or part of a building or structure.
- d. PRIVATE LINES. PG&E shall not be required to serve any Applicant from Distribution Main Extension facilities that are not owned, operated, and maintained by PG&E.

2. DISTRIBUTION MAIN EXTENSION LOCATIONS

a. RIGHTS-OF-WAY. PG&E will own, operate, and maintain Distribution Main Extension facilities only:

- 1) along public streets, alleys, roads, highways, and other publicly dedicated ways and places which PG&E has the legal right to occupy (franchise areas), and
- 2) on public lands and private property across which easements and permits satisfactory to PG&E may be obtained without cost to or condemnation by PG&E.

- b. NORMAL ROUTE OF LINE. The length and normal route of a Distribution Main Extension will be determined by PG&E and considered as the distance along the shortest, most practical, available, and acceptable route which is clear of obstructions from PG&E's nearest permanent and available distribution facility to the point from which the service facilities will be connected.

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GAS RULE NO. 28
MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 6

E. INTERACTION WITH OTHER TARIFFS:

1. MHP Residents

Upon conversion, MHP residents will be subject to PG&E's effective Tariffs, which can be found at www.pge.com/tariffs, with the following exceptions:

a.	<u>Gas Rules 7– Deposit:</u> Existing MHP residents who become customers of PG&E through the MHP Program will be deemed a legacy customer into their PG&E service accounts and on a one-time basis, fees associated with new customer credit checks and service deposits will be waived. This one-time waiver is authorized by D.14-03-021. MHP residents will still be subject to the service shut-off provisions under Gas Rules 11.	(T)
b.	<u>CARE/FERA Program</u> – Existing MHP residents who participate in the California Alternate Rates for Energy (CARE) and/or Family Electric Rate Assistance (FERA) programs through the MHP master-meter/submeter distribution system and become customers of PG&E through the MHP Program will be deemed a legacy customer into the respective program without having to recertify or reapply as long as the name of the customer for the new service account matches that of the name of the participant in the CARE/FERA program. This will be a one-time exception to the respective CARE/FERA Rules at the time of the service conversion and will continue to be subject to the periodic recertification and/or post-enrollment verification requirements of the CARE/FERA program.	(T)
c.	<u>Medical Baseline Allowance</u> – Existing MHP residents who receive a medical baseline allowances through the MHP master-meter/submeter distribution system and become customers of PG&E through the MHP Program will be deemed a legacy customer and will continue to receive the same medical baseline allowances without having to recertify or reapply as long as the participant who is receiving the medical baseline allowance still resides at the residence. This will be a one-time exception to the Medical Baseline Rules (Rule 19) at the time of the service conversion and will continue to be subject to the periodic recertification and/or post-enrollment verification requirements of the Medical Baseline Rule.	(T) (T)

2. MHP Owner/Operator(s)

Utility service provided by PG&E to the MHP Owner/Operator(s) is subject to PG&E's effective Tariffs, which can be found at www.pge.com/tariffs, with the following exceptions:

- a. Gas Rules 15 – Distribution Extension: Because PG&E will design and install the new Distribution Line/Main Extension, at no cost to the MHP Owner/Operator, sections in Gas Rules 15 that cover applicant responsibilities or options are not applicable to MHP Owner/Operator while participating in the MHP Program. This may include, but is not limited to applicants': responsibilities; allowances; contributions or advances; refunds; and design and installation options.

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Sheet 18

Name and Location of Customer		Most Comparable Regular Tariff			
PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Schedule or Rule No.	Contract Difference
<u>MISSION TRAIL REGION</u> (Cont'd.)					
<u>Other Public Agencies</u>					
Santa Barbara County Water Agency Santa Maria Valley Conservation Dist.	General Service	5-19-59 Indefinite*2	G.O.96,X.B. 7-22-59	Rule 15	Monthly Charge for Excess Facilities
Santa Clara County Transit District	Railway	9-23-87 20 Years	Res. E-3049 9-23-87	Rule 9 Schedule E-20	Ceiling Rate; Totalized Billing Demand
Santa Clara Valley Transportation Authority – LRT Efficiency Project	Commercial	10-7-2014 5 Years	Advice 3522-G/4511-E 10-27-14	Rule 15	Facility Relocation Cost Responsibility (T) (T)
Santa Clara Valley Transportation Authority – SVBX Project	Commercial	9-20-2010 10 Years	10-24-2012	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – SC-AR Project	Commercial	6-17-2012 10 Years	10-24-2012	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Water District	Coml	2-16-88	---	Rule 15	Equivalent One-Time Payment For Cost of Ownership
Santa Clara Valley Transportation Authority – BSVII Project	Railway	1-2020 10 years	G-3574 12-17-20	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – EBRC Project	Railway	9-2019 10 years	G-3574 12-17-20	Rule 15	Facility Relocation Cost Responsibility

*1 to *4 See last page of Electric Contracts and Deviations Section for explanation of footnotes.

(Continued)

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

July 8, 2021
July 8, 2021



LIST OF CONTRACTS AND DEVIATIONS
(Continued)

Sheet 25

Name and Location of Customer					Most Comparable Regular Tariff	
PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Schedule or Rule No.	Contract Difference	
<u>MISSION TRAIL REGION</u> (Cont'd.)						
<u>Other Customers</u> (Cont'd.)						
Qume Corp. International Business Park in San Jose	Coml	4-10-79 ---	---	Rule 2	Cost of Ownership Charge	
Santa Maria Radiology Lab Santa Maria	Coml	5-22-79 ---	---	Rule 2	Cost of Ownership Charge	
Peninsula Volunteers, Inc. Menlo Park	Domestic	11-1-79 ---	Res. E-1876 4-2-80	Rule 18	Master Metered	
Union Oil Company Santa Maria	General Services	5-5-88 5 Years	D.88-08-056 8-24-88	E-20	Special Rate	
Union Oil Company Santa Maria	General Services	12-27-91 ---	D.90-12-128 12-27-90	E-20	Special Rate Amendment	
Marilyn Creer Canada Road	Domestic	9-1-92	Res. E-3260 3-31-92	Rule 15 Sect. E7	Uneconomic Line Purchase	
TCI Cablevision of California, Inc. Santa Clara, Santa Cruz, and Monterey Counties	New Business	11-27-02 3 Years	Res. E-3819 Advice 2314-E	Rule 15 and Rule 16	Designated Workgroup Agreement	
MetroFi, Inc. Mountain View	Coml	9-7-04	Res. E-3899 Advice 2551-E	Schedule A-1	Unmetered Electric Service	
Natural Selection Foods, LLC San Benito	Coml/Ind/Ag	8-31-10 Indefinite	GO-96B, Section 7.1	Rule 15	Facility Agreement	
Plains Exploration and Production Company	Commercial	12-20-11 Indefinite	Res. E-4483 Advice 3990-E	Rule 15 and Rule 16	Non-standard line extension agreement	
China Mobile International Infrastructure (US1) Inc.	Commercial	04-14-20 —	Res. E-5121 5-6-21 Advice 5848-E	Rule 15 and Rule 16	Non-standard service arrangements	(T)
Equinix Inc.	Commercial	04-14-20 —	Res. E-5121 5-6-21 Advice 5848-E	Rule 15 and Rule 16	Non-standard service arrangements	
RiCloud Corp.	Commercial	05-19-20 —	Res. E-5121 5-6-21 Advice 5848-E	Rule 15 and Rule 16	Non-standard service arrangements	(T)

*1 to *4 See last page of Electric Contracts and Deviations Section for explanation of footnotes.

(Continued)

Advice 6242-E
Decision

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Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

July 8, 2021
July 8, 2021



LIST OF CONTRACTS AND DEVIATIONS
(Continued)

Sheet 30

Name and Location of Customer		Most Comparable Regular Tariff			
PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Schedule or Rule No.	Contract Difference
<u>REDWOOD REGION</u> (Cont'd.)					
<u>Developers/Subdividers</u> (Cont'd.)					
Soule Properties – Residential Subdivision – Marin Estates Novato	Domestic	8-20-82 ---	Res. E-1947 7-7-82	Rule 15.1 D4	Cost of Ownership Fund
Stephen W. Sweeney 850 Tiptop Ridge Fieldbrook Humboldt County	Coml Residential	2-2-89 3 Years	G.O.96-A,X.A. Res. E-3150 5-10-89 (A.L.1246-E)	Rule 15	Advance Charge for Excess Facilities
Lake Sonoma Ventures 3550 Round Barn Blvd. Santa Rosa	Domestic	2-24-92	Res. E-3253 1-10-92	Rule 15 Sect. E7	Uneconomic Line Extension
Redwood Hill Limited Partnership 631A First Street Santa Rosa	Domestic	7-27-93 7-26-03	Res. E-3256 2-20-92 Res. E-3264 3-31-92	Rule 15 Sect. E7	Uneconomic Line Extension
Rafael Town Center LLC 998 4th Street San Rafael	Coml Residential	9-18-12	Res. E-4516 9-18-12 Advice 4017-E	Rule 18 Schedule ES	Sub metering of Residential Accounts built after December 14, 1981 ES Service for residential units built after December 14, 1981

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(Continued)

Advice 6242-E
Decision

Issued by
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Vice President, Regulatory Affairs

Submitted
Effective
Resolution

July 8, 2021
July 8, 2021



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Cancelling Revised
Revised

Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

50565-E**
48562-E

Electric Sample Form No. 79-1010

Sheet 1

Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities

**Please Refer to Attached
Sample Form**

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted July 8, 2021
Effective July 8, 2021
Resolution _____



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

REFERENCE:

☐ XXXX
☐ XXXX
☐ XXXX
☐ XXXX
☐ _____

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

1. SCOPE AND PURPOSE

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

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

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

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

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

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

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

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

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

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

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

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

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

4. CUSTOMER BILLING AND PAYMENT OPTIONS

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

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18, below, which shall be no later than December 31, 2013. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Fuel Cell Customer-

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

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

(c) At 12:01 A.M. on the 61st day after Fuel Cell Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Fuel Cell Customer-Generator's or PG&E's intent to terminate this Agreement.

(d) The end of the operating life of the eligible fuel cell electrical generating facility.

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

(a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Fuel Cell Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Fuel Cell Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

(c) Fuel Cell Customer-Generator fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to December 31, 2021; or,

(d) Fuel Cell Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Fuel Cell Customer-Generator does not provide a substantive response to PG&E's Notice of its intent to terminate this Agreement as a result of Fuel Cell Customer-Generator's apparent abandonment of the Generating Facility affirming Fuel Cell Customer-Generator's intent and ability to continue to operate the Generating Facility; or,

(e) Fuel Cell Customer-Generators facility ceases to meet all applicable safety and performance standards set out in Section 6.

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

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

6. GENERATING FACILITY REQUIREMENTS:

6.1 Fuel Cell Customer-Generator's generator must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable rules of the Public Utilities Commission regarding safety and reliability.

6.2 Fuel Cell Customer-Generator shall: (a) maintain the Facility and Interconnection Facilities

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

in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities. Fuel Cell Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Fuel Cell Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Fuel Cell Customer-Generator's Facility.

- 6.3 Fuel Cell Customer-Generator shall not commence parallel operation of the Facility until PG&E has provided written approval to the Fuel Cell Customer-Generator to do so. No such approval shall be provided until at least ten (10) working days following the utility's receipt of the inspection clearance of the governmental authority having jurisdiction. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the initial testing of Fuel Cell Customer-Generator's protective apparatus. Fuel Cell Customer-Generator shall notify the utility five (5) working days prior to the initial testing.
- 6.4 The Fuel Cell Customer-Generator warrants that they are the recipient of local, state, or federal funds; or they self-finance pilot projects designed to encourage the development of eligible Fuel Cell electrical generating facilities.
- 6.5 The Fuel Cell Customer-Generator warrants that pursuant to section 2827.10 (a)(2), of the California Public Utilities Code, it meets the definition of an "Eligible fuel cell electrical generating facility" and its facility includes the following:
- (a) Integrated power plant systems containing a stack, tubular array, or other functionally similar configuration used to electrochemically convert fuel to electric energy.
 - (b) An inverter and fuel processing system where necessary.
 - (c) Other plant equipment, including heat recovery equipment, necessary to support the plant's operation or its energy conversion.
- 6.6 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

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

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

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

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

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

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

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

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

7. INTERCONNECTION FACILITIES

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

8. LIMITATION OF LIABILITY

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

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

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

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

of any kind whatsoever.

9. INSURANCE

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

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

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

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

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

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Fuel Cell Customer-Generator fails to comply with the insurance provisions of this Agreement, Fuel Cell Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Fuel Cell Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Fuel Cell Customer-Generator to elect not to provide any such required insurance.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

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

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

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

If to Fuel Cell Customer-Generator:

Fuel Cell Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX: (_____) _____

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

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

12. REVIEW OF RECORDS AND DATA

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

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

13. ASSIGNMENT

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

14. NON-WAIVER

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

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

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

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

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

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

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

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

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

18. SIGNATURES

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

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

PACIFIC GAS AND ELECTRIC COMPANY

Fuel Cell Customer Generator's Name

Authorized by (Print)

Signature

Title

Date

Authorized by (Print)

Signature

Title

Date



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

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

REFERENCE:

APPENDIX A

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

APPENDIX B

(If Applicable)

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

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

REFERENCE:

APPENDIX C

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

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

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

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

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

Fuel Cell Customer-Generator's Initials _____

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

APPENDIX D

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

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

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

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

Specifically, I will be responsible for the following:

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



*Pacific Gas and
Electric Company*

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

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)



Electric Sample Form No. 79-1014
Direct Access Customer Relocation Declaration

Sheet 1

**Please Refer to Attached
Sample Form**



DIRECT ACCESS CUSTOMER RELOCATION DECLARATION*

A. Electric Service Provider (ESP) Declaration

I, _____, state as follows:

1. I am an authorized representative of _____ (Name of ESP) ("ESP") authorized to make this declaration. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
2. Pursuant to a valid agreement (Agreement) by and between _____ (Name of ESP) and _____ (Name of Customer) ("Customer"), ESP provides electric power service to Customer at the Current Location, as specified below.
3. As stated herein, Customer requests to transfer its direct access (DA) service provided by PG&E and electric power service provided by ESP at the Current Location, to the New Location, as specified in this document. This relocation is requested in the normal course of business.
4. Under the provisions of the Agreement, the Customer has the right to receive electric power service from ESP for electric service loads located at the New Location.
5. All conditions of the Agreement necessary for a transfer of electric service from Current Location to New Location have been satisfied, including any necessary approvals by ESP.

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

_____, _____
(City) (State)

Signature: _____
Authorized Representative of ESP

: _____

Title: _____

Date: _____

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



DIRECT ACCESS CUSTOMER RELOCATION DECLARATION

B. Customer Declaration

I, _____, state as follows:

1. I am an authorized representative of _____
("Customer") and I am authorized to make this declaration.
2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
3. Customer has entered into an agreement for direct access service (Agreement) with the ESP as identified above.
4. Customer requests to transfer its DA service provided by PG&E and its electric power service provided by ESP from Current Location to New Location, as noted on Attachment 1. This relocation is requested in the normal course of business.

Please check one:

- _____ A. "Current Location" means one existing customer Premises¹ where the electric load of one service account (which may consist of one or more electric meters) is currently being served under DA. "New Location" means the same or different Premises from the Current Location which has been newly acquired or constructed by customer, at which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may only consist of one service account.
- _____ B. "Current Location" means one existing customer Premises where the electric load of one or more service accounts are currently being served under DA. "New Location" means the same or different Premises from the Current Location which has been newly acquired or constructed by customer, at which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may consist of one or more service accounts at a single Premises.
- _____ C. "Current Location" means one or more existing customer Premises where the electric load of one or more service accounts is currently being served under DA. "New Location" means the same or different Premises from the Current Location to which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may consist of one or more service accounts at a single or multiple Premises. Customer warrants that the total DA load of all active accounts at New Location after the relocation has been completed is limited to loads the same as, or substantially the same as, the loads represented by the Current Location. .

¹ Premises is defined in PG&E's electric Rule 1

Automated Document, Preliminary Statement, Part A.



DIRECT ACCESS CUSTOMER RELOCATION DECLARATION

- _____ D. "Current Location" means one or more existing customer Premises where the electric load of one or more service accounts is currently being served under DA. "New Location" means a different Premises than the Current Location to which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may only consist of one service account at which the customer has been receiving bundled service. The New Location shall not be eligible for DA service until all electric service accounts billing under the same customer of record at the Current Location have been terminated or returned to bundled service. Customer must submit this request to PG&E no later than one hundred twenty (120) days from the date all the service accounts at the Current Location have been terminated or returned to bundled service. If the service account at the current location is being returned to bundled service, Customer warrants that the remaining load at the current location has been reduced consistent with the relocation of all or part of its business or operations from the Current Location to a New Location.
5. Customer understands that a New Location cannot include bundled service accounts that have been in the customer's name for more than one hundred twenty (120) days. This section is not applicable if Section 4.D. above is selected.
6. Customer warrants its total DA load as a result of the relocation does not exceed the load limitations provided in the Agreement.
7. Customer agrees to maintain, and make available to the California Public Utilities Commission (CPUC) upon request, all records associated with its electricity service and consumption at Current Location and New Location, including, but not limited to, the applicable meter and account numbers, and the associated direct access load.
8. Customer agrees to (Check One):
- _____ Close its service account(s) at Current Location on _____
[Expected date].
- _____ Return its service account(s) at Current Location(s) to bundled service on _____
[Expected date].
- _____ Split the load on the service account(s) at Current Location as follows. (this section is only applicable if section 4.C above is selected). Identify service account(s) by PG&E Service Agreement Number in the space below.):
- _____
- _____
- _____
9. Customer understands that this declaration must be submitted within one hundred twenty (120) days of closing its service account at the Current Location or moving part of its business or operations from the Current Location to a New Location.
10. Customer understands that a DASR must be submitted within sixty (60) days of either a) this relocation declaration's acceptance by PG&E or b) establishment of electric service at the New Location, whichever is later, for this relocation to be valid.



DIRECT ACCESS CUSTOMER RELOCATION DECLARATION

11. Customer understands that continuous direct access status pursuant to Ordering Paragraph 4 of CPUC Decision 02-11-022 (exemption from paying the DWR Bond Charge, as replaced by the successor Wildfire Fund Charge in Decision 19-10-056, and PCIA portions of the DA Cost Responsibility Surcharge) will transfer to a relocation account only if each service account at the Current Location(s) being combined for the relocation service account qualifies as continuous direct access. If the customer elects to combine a number of service accounts that do not qualify as continuous direct access, then the relocation service account will not qualify as continuous direct access.
12. Customer understands that the Current Location and New Location must be under the same ownership... For purposes of this requirement, "ownership" means holding a fee interest or leasehold interest in the real property that constitutes the Premises. In order to be considered under the same ownership, the Current Location and the New Location must meet one of the following criteria: (1) the locations are owned by the same company; (2) the locations are owned by companies that are wholly owned or controlled by the same parent company; or (3) one location is owned by a company that is wholly owned or controlled by the owner of the other location. For purposes of this section, "control" means owning 51% or more of the company. If a Customer is assigning DA eligibility and transferring its DA service between corporate entities with different Federal Taxpayer Identification Numbers, the Customer must complete the Affidavit in Attachment 2 and submit it with this request
13. Notwithstanding the requirements set forth in Section 12, a Customer may assign DA eligibility and transfer its DA service between campuses of the same public university system, community college district, or public school district. In cases where the campuses have different Federal Taxpayer Identification Numbers, the Customer must complete the Affidavit in Attachment 2 and submit it with this request.

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

Signature: _____
Authorized Representative of New Customer

Print Name: _____

Title: _____

Date: _____



DIRECT ACCESS CUSTOMER RELOCATION DECLARATION — ATTACHMENT 1 —

Name On Account: _____

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

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

New Location Information (Service Account(s) listed by PG&E Service Agreement Number):

(The direct access service will occur at the New Location and, if only part of its business or operations is relocated, the Current Location may also continue to receive direct access service)

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

(For more service accounts, please list the additional service accounts on a separate sheet and attach it to this form.)

Upon receipt by PG&E of the customer relocation declaration, PG&E shall review the information and notify ESP within five (5) business days either that (a) the relocation declaration has been accepted; or (b) PG&E has reasonable cause not to process the customer relocation declaration. Upon receiving notification of the relocation declaration's acceptance under subsection (a) above, ESP must submit a DASR to PG&E within sixty (60) days of either a) this relocation declaration's acceptance by PG&E or b) establishment of electric service at the New Location, whichever is later. Upon receiving denial notification from PG&E under subsection (b) above, PG&E and ESP shall confer as soon as possible to determine what additional information is required in order for the relocation declaration to be accepted. This document may be executed in counterparts and submitted by email, however PG&E reserves the right to request the original signature documents if needed.



DIRECT ACCESS CUSTOMER RELOCATION DECLARATION — ATTACHMENT 2 —

CUSTOMER AFFIDAVIT

(To be completed each time a Direct Access Customer Relocation Declaration includes New Location(s) of wholly-owned or controlled subsidiaries of Customer, or campuses of the same public university system, community college district or public school district, with different Federal Taxpayer Identification Numbers.)

I, _____, state as follows:

1. I am an authorized representative of _____ ("Customer") and I am authorized to make this declaration.
2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
3. Customer attests that the following entities are wholly-owned or controlled subsidiaries of Customer, or campuses of the same public university system, community college district or public school district, and have different Federal Taxpayer Identification Numbers (FTIN), but should be treated as a single entity for the purpose of transferring eligibility for Direct Access (DA) service and electric power service from its Current Location to a New Location in the normal course of business.

Legal Name Of Business	FTIN	Acquisition Date
1.		
2.		
3.		
4.		
5.		

(Please list the additional wholly-owned or controlled subsidiaries or school campuses on a separate sheet and attach it to this form.)

4. Customer understands that PG&E reserves the right to review the information being provided and may request additional documentation from Customer. If PG&E determines that the listed entities are not all wholly-owned or controlled by Customer, or campuses of the same public university system, community college district or public school district, at the time of the relocation request, PG&E may not process the customer relocation declaration or may rescind the assignment of DA eligibility and the associated relocation(s).

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

Signature: _____
Authorized Representative of New Customer

Print Name: _____

Title: _____

Date: _____



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Revised
Cancelling Revised

Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

50567-E**
49223-E

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

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>July 8, 2021</u>
<i>Effective</i>	<u>July 8, 2021</u>
<i>Resolution</i>	<u> </u>



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

1. SCOPE AND PURPOSE

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

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

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

Name: _____

Address: _____

City/Zip Code: _____

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

2.5.1 Eligible Generator(s):

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

2.5.2 Non-Eligible Generator(s): _____ kW

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

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

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

2.6.2 Non-Eligible Generator(s): _____ kW

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

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

2.7.1 Eligible Generator(s):

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

2.7.2 Non-Eligible Generator(s): _____ kW

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

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

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

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

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

4. TERM AND TERMINATION

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

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

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

6. INTERCONNECTION FACILITIES

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

9. NOTICES

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

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

If to Producer:

[Contact information to be supplied]

Customer-Generator Name: _____

Address: _____

City: _____

Phone: (____) _____

FAX: (____) _____

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

10. REVIEW OF RECORDS AND DATA

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

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

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Page 1 of 1
Form 79-1069, Appendix F
Advice 4462-G/6242-E
July 2021

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

APPENDIX G (When applicable)

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

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

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

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

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

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

Appendix H

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

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

Circle Type of Renewable Electrical Generation Facility:

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

NEM Customer-Generator (Customer) declares that

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

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



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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Appendix H**

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

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

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

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

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

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



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

Appendix H

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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



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

**APPENDIX I
(If Applicable)**

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

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

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

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

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

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

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

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



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

Sheet 1

**Please Refer to Attached
Sample Form**

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

1. SCOPE AND PURPOSE

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

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

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

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

2.5.2 Non-Eligible Generator(s): _____ kW

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

2.6 The Net Nameplate Rating of the Generating Facility is:

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):

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

2.6.2 Non-Eligible Generator(s): _____ kW

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

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

2.7.1 Eligible Generator(s):

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

2.7.2 Non-Eligible Generator(s): _____ kW

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

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

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

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

4. TERM AND TERMINATION

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

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

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

6. INTERCONNECTION FACILITIES

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

9. NOTICES

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

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

If to Producer:

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

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

10. REVIEW OF RECORDS AND DATA

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

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

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

- 13.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 13.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

16. SIGNATURES

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

_____	PACIFIC GAS AND ELECTRIC COMPANY
(Company Name)	
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

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

APPENDIX A

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

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

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

APPENDIX B

RULES “2” AND “21”

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

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

Appendix C

APPENDIX C (If Applicable)

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

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

APPENDIX D (When applicable)

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

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

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

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

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

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

APPENDIX E (When applicable)

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

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

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT) Appendix F

APPENDIX F (When applicable)

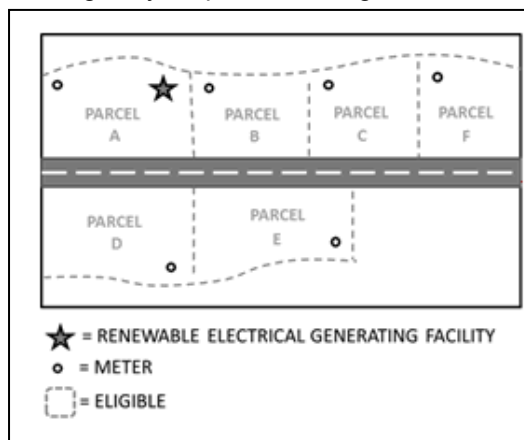
NEM2 LOAD AGGREGATION APPENDIX (If Applicable) CUSTOMER-GENERATOR DECLARATION WARRANTING NEM2 AGGREGATION IS LOCATED ON SAME OR ADJACENT OR CONTIGUOUS PROPERTY TO GENERATOR PARCEL

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

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

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

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



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

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

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

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

Customer Generator's Name

Signature

Date

Type/Print Name

Title

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

Appendix H

Appendix H

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

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

Check Type of Renewable Electrical Generation Facility:

☐ biomass	☐ geothermal	☐ municipal solid waste
☐ solar thermal	☐ fuel cell	☐ landfill gas
☐ small hydroelectric generation	☐ ocean wave	☐ digester gas
☐ ocean thermal	☐ tidal current	☐ Storage/Batteries _____ amp hours _____ inverter kWh

NEM2 Customer-Generator (Customer) declares that

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

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

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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Appendix H**

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

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

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

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

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



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

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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

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

Appendix I

APPENDIX I

(If Applicable)

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

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

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

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

And during the hours of _____

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

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

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

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

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

**GENERATING FACILITY
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Appendix I**

Calendar Days of the written request.

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



**GENERATING FACILITY
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Appendix J**

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

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

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

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

Specifically, I will be responsible for the following:

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

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)



Electric Sample Form 79-1137

Sheet 1

Interconnection Agreement for Net Metering for a Renewable Electrical
Generation Facility of 1,000 kW or Less, Except Solar Or Wind

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 kW OR LESS, EXCEPT SOLAR OR WIND

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

1. SCOPE AND PURPOSE

- 1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NEM (if this is a NEM Solar or Wind Generating Facility, please use form 79-978) (Generating Facility) in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E's electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

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

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

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 kW OR LESS, EXCEPT SOLAR OR WIND

- 2.5 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement is _____.
- 2.6 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.7 The Gross Nameplate Rating of the Generating Facility: _____ kW.
- 2.8 The Net Nameplate Rating of the Generating Facility: _____ kW.
- 2.9 The expected annual energy production of the Generating Facility is _____ kWh.
- 2.10 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

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

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

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

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

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

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

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

Appendix A	Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
Appendix B	A Copy of <i>PG&E's Agreement for Installation or Allocation of Special Facilities</i> (Forms 79-255, 79-280, 79-702) or <i>Agreements to Perform Any Tariff Related Work</i> (62-4527), if applicable (Formed by the Parties).
Appendix C	Schedule NEM / NEMV Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code.
Appendix D	NEM Load Aggregation Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

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

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section G.1.m.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

- (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (Between 30 kW and 1000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental Application* (Form 79-998); (3) a signed and completed *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

7. INTERCONNECTION FACILITIES

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

8. LIMITATION OF LIABILITY

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

9. INSURANCE

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

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

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

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

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

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

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

The insurance shall, by endorsement:

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

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted.

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

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

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

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10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

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

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

If to Customer-Generator:

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

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

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

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

13. ASSIGNMENT

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

14. NON-WAIVER

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

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

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

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



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18. SIGNATURES

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

	PACIFIC GAS AND ELECTRIC COMPANY
Customer-Generator's Name	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date



INTERCONNECTION AGREEMENT FOR NET
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APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)



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APPENDIX B
(If Applicable)

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



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Appendix C

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

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

Check Type of Renewable Electrical Generation Facility:

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

NEM / NEMV Customer-Generator (Customer) declares that

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

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

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

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 kW OR LESS, EXCEPT SOLAR OR WIND

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

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

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

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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 kW OR LESS, EXCEPT SOLAR OR WIND

Appendix D

NEM LOAD AGGREGATION APPENDIX

(If Applicable)

Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

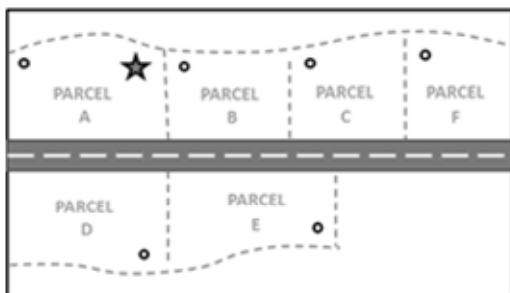
In accordance with Schedule NEM, I, Customer-Generator represent and warrant under penalty of perjury that:

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

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

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

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



★ = RENEWABLE ELECTRICAL GENERATING FACILITY
○ = METER
□ = ELIGIBLE

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

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

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

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

Customer Generator's Name

Signature

Date

Type/Print Name

Title



Electric Sample Form No. 79-1137-02

Sheet 1

Interconnection Agreement for Net Energy Metering (NEM2/NEM2V) for a
Renewable Electricity Generation Facility of 1,000 Kilowatts or Less, Except Solar or Wind

**Please Refer to Attached
Sample Form**

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 kW OR LESS, EXCEPT SOLAR OR WIND

This INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND (Agreement) ¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

- 1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NEM2 (if this is a NEM Solar or Wind Generating Facility less than 1,000 kWh, please use form 79-978) (Generating Facility) in parallel with PG&E's Electric System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E's electric rate Schedule NEM2 (NEM2), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

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

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

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 kW OR LESS, EXCEPT SOLAR OR WIND

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

Name: _____

Address: _____

City/Zip Code: _____

- 2.5 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement is _____.
- 2.6 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.7 The Gross Nameplate Rating of the Generating Facility: _____ kW.
- 2.8 The Net Nameplate Rating of the Generating Facility: _____ kW.
- 2.9 The expected annual energy production of the Generating Facility is _____ kWh.
- 2.10 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

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

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

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

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

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

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

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 kW OR LESS, EXCEPT SOLAR OR WIND

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

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

Appendix A	Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
Appendix B	A Copy of <i>PG&E's Agreement for Installation or Allocation of Special Facilities</i> (Forms 79-255, 79-280, 79-702) or <i>Agreements to Perform Any Tariff Related Work</i> (62-4527), if applicable (Formed by the Parties).
Appendix C	Schedule NEM2 / NEM2V Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code.
Appendix D	NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section G.1.m.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM2.

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 20 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 kW OR LESS, EXCEPT SOLAR OR WIND

- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
 - (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 kW OR LESS, EXCEPT SOLAR OR WIND

provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities* (Form 79-974-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND* (Form 79-1137-02); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Applicant certifies as a part of each interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

7. INTERCONNECTION FACILITIES

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

8. LIMITATION OF LIABILITY

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

9. INSURANCE

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 kW OR LESS, EXCEPT SOLAR OR WIND

- 9.1 Customer-Generator Facility is required to comply with standards and rules set forth in Section 6 and provide the following for insurance policies in place.
- 9.2 Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.
- 9.3 The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 9.4 PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

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

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

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

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
 - (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
 - (c) Contain a severability of interest clause or cross-liability clause.
- 9.5 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.
 - 9.6 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

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

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

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

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy..

11. NOTICES

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

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

If to Customer-Generator:

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

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this

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Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

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

13. ASSIGNMENT

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

14. NON-WAIVER

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

15. DISPUTES

15.1 Dispute Resolution

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

16. REVIEW OF RECORDS AND DATA

16.1 Applicable Tax Laws and Regulation

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

16.2 Maintenance of Tax Status

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



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

- 17.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 17.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 17.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 17.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

18. AMENDMENT AND MODIFICATION

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

19. ENTIRE AGREEMENT

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

20. SIGNATURES

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

_____ (Customer-Generator's Name)	_____ PACIFIC GAS AND ELECTRIC COMPANY
_____ (Signature)	_____ (Signature)
_____ (Print Name)	_____ (Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

INTERCONNECTION AGREEMENT FOR NET ENERGY
METERING 2 (NEM2/NEM2V) FOR A RENEWABLE
ELECTRICAL GENERATION FACILITY
OF 1,000 kW OR LESS, EXCEPT SOLAR OR WIND

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)

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APPENDIX B (If Applicable)

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

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Appendix C

SCHEDULE NEM2 CUSTOMER-GENERATOR WARRANTY THAT IT MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER- GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL GENERATION FACILITY PURSUANT TO SECTION 2827 OF THE CALIFORNIA PUBLIC UTILITIES CODE

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM2 or NEM2V interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility)

Check Type of Renewable Electrical Generation Facility:

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

NEM2 / NEM2V Customer-Generator (Customer) declares that

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

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

☐ If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.

☐ If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

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

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



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

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

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM2 or NEM2V, Net Energy Metering Service for Eligible Customer-Generators.

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

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Appendix D NEM2 LOAD AGGREGATION APPENDIX (If Applicable)

Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

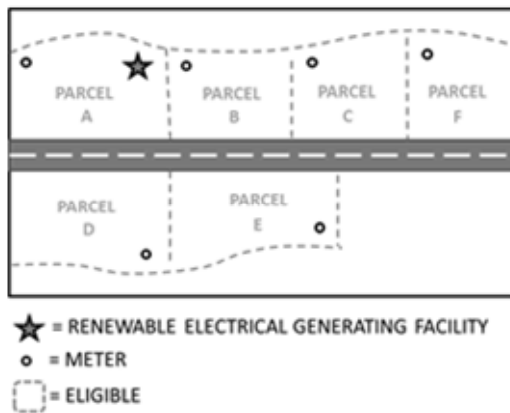
In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

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

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

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

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



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

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

4) Customer-Generator agrees to notify PG&E if there

is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

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

Customer Generator's Name

Date

Signature

Type/Print Name

Title



ELECTRIC SAMPLE FORM 79-1141
AGREEMENT FOR SCHEDULE A-15
FIXED USAGE ESTIMATE

Sheet 1

**Please Refer to Attached
Sample Form**



AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE

DISTRIBUTION

- ☐ Customer (Copy)
- ☐ Division ES&S (Copy)
- ☐ Records Processing (Original)

REFERENCES

BD.#: _____
SA #: _____

This Agreement between _____
(Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company on Schedule A-15F at the locations reported for equipment described in the attachments to this Agreement and billing data reported monthly or annually as required by this Agreement and subject to review by the Company for unmetered status.

WHEREAS, in the Company's opinion, it would be impractical, infeasible, or cost prohibitive to install direct current (DC) electric meters at the requested locations and for equipment installed subject to this Agreement; and

WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from manufacturer's specifications and operating characteristics of the Customer, or through the use of a temporary measuring device or DC monitor; and

WHEREAS, pursuant to the Company's electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service as provided herein.

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

1. Customer's equipment that is the subject of this Agreement, are identified in the data sheets set forth in Attachment A (Equipment). Each location will be considered a separate account and billed on the Company's regular monthly billing cycle for the applicable area. Each location will be evaluated for unmetered service separate from any other location. Billing of fixed usage will be done under the rate schedule indicated on Attachment A. Billing will be based on the methodology described in paragraph 3, below. This Agreement is for Equipment directly connected to the Company's distribution system, and is not available for equipment connected via a third party service, or third party equipment.
2. Each individual piece of Equipment shall constitute a separate unit for purposes of this Agreement. The method of determining the electric usage for each unit shall be as follows:
 - a) Customer shall provide the Company all of the information necessary to complete Attachment A, including without limitation, the description of the equipment model, type, unit and load, prior to the installation of any Equipment. To facilitate completion of Attachment A, third party testing results or metered results are required where Customer has no manufacturer data. Information to verify the number and location of all Equipment at each service location shall be reported as described in Attachment A.
3. The monthly energy charge will be based on Equipment identified in Attachment A and the calculated kilowatt hours (kWh) applied to all locations for that equipment from the documented average consumption or rated input under paragraph 2a, above. The monthly charge shall also include all other charges under the General Services rate Schedule A-15, including the single customer charge per location, and single facility charge per location.

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

AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE

- 4 Pursuant to Section D of the Company's Electric Rule 3, Customer will promptly furnish the Company with notice of any changes in the connected or rated electrical loads or operating characteristics of such load for Equipment and each location for which service is provided under this Agreement, Attachment A shall be revised for the Equipment in question. As required in paragraph 6, Customers shall furnish the Company with information with a frequency and in a format acceptable to the Company, verifying and reconciling the Equipment at each service location, current installs and removals for the month or annually, including changes in Model or type of equipment. Any changes relating to the Model or type shall be reported as described in Attachment A. Any changes relating to the number or location of any Equipment and reflecting the net result of any installations or removals shall be reported as described in Attachment A. If it is determined that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with Electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the applicable charges for this electrical load, calculated in accordance with paragraphs 2 and 3, above. The Company reserves the right to field or bench test Customer's Equipment to verify the full rated input or average consumption. The Company reserves the right to review calibration records of Customer's test equipment used to provide measured load for previously existing legacy units.
- 5 Auditing will be conducted at the Company's sole discretion. Customer will provide a complete and accurate inventory and other information as required in paragraph 4 and in Attachment A. Customer shall provide access to Equipment and provide assistance to the Company as necessary to complete the audit. The Company shall have the right to collect the costs of the additional field verification work that would otherwise not be incurred in serving metered facilities.
- 6 As provided for in the Company's Electric Rule 11, Section A.1, billing will continue until such time that Customer informs the Company with 2 days prior written notice to: a) terminate billing: and b) as a condition of this Agreement, to make proper notification for scheduling the Company to de-energize Customer's Equipment.
- 7 Only duly authorized employees or agents of the Company may connect Customer's electrical loads to, or disconnect the same from, the Company's electric distribution facilities.
- 8 Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on private property or within the public right of way.
- 9 Service furnished in accordance with this Agreement shall in all respects be subject to Company's applicable tariffs on file with the California Public Utilities Commission and shall at times be subject to such changes or modifications by the California Public Utilities Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 10 Customer's Equipment shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95. Customer will inform the Company as to the state, county, or local government authority with jurisdiction to approve installation of facilities to be energized, obtain proper inspection clearance or other approvals as required, and provide evidence of clearance to the Company. Where no state, county or local government authority has jurisdiction over Customer's installation, Customer will inform the Company of that fact and will provide the Company with a letter from Customer's qualified electrical engineer or engineering consultant authorizing Company to energize service to Customer's Equipment and indicating compliance with Customer's design criteria.

AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE

11. This Agreement may be cancelled by either party on thirty (30) days prior written notice to the other party, which shall result in termination of service, unless: a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status.
12. The Company may, at a later date, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue unmetered service.
13. If Customer acquires additional unmetered facilities through merger, purchase, or other forms of acquisition, all such acquired unmetered facilities shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment A(s), if such additional unmetered facilities have not previously been identified to the Company. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of paragraph 18.
14. The Company is authorized to revise the form of Attachment A at its sole discretion and at any time require additional information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.
15. All notices required herein shall be given in writing and delivered personally, by United States Postal Service or other nationally recognized courier service to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer: _____	Pacific Gas and Electric Company
Address: _____	Billing Revenue & Records
_____	P.O. Box 8329
_____	Stockton, CA 95208
Attn: _____	Attn. Unmetered Electric Usage

16. Customer's bill shall be mailed to the address listed below and in Attachment A.

Billing Name:	_____
Address:	_____

Attn:	_____

17. The waiver by either Party of any default in the performance, or failure to insist on strict performance, by the other or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.



AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE

18. Customer may, with the Company's written consent, assign this Agreement if the assignee agrees in writing to perform all of Customer's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains responsible for all obligations under this Agreement up to the effective date of the assignment. In lieu of an assignment, the Customer's successor in interest may retrofit the Equipment for metering under Company's existing tariffs.

APPROVED:

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	_____
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)



DISTRIBUTION	REFERENCES
Original	Date of Agmt. _____
☐ Billing Rev & Records	Date of Attachment _____
Copies	BD# _____
☐ Division ES&S	SA# _____
☐ Service Planning	
☐ Customer	

Attachment A to Agreement for Schedule A-15 Fixed Usage Estimate

(Form to be completed by PG&E)

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

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

Manufacturer/model or series _____
Equipment type _____

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

Rate Schedule	kWh/month billing	
	Summer	Winter
A-15		

Applicant must provide the following:

- ° equipment model, type and unit identification number
- ° Input ratings in amps, nominal volts or documented average consumption
- ° Description of apparatus, if any, which controls hours of equipment operation, or other operating characteristics including range of efficiency rating, selectable range of voltages, and any other information deemed necessary by Pacific Gas and Electric Company to accurately establish billing amounts.

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

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

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

- ° A copy of the Agreement and Attachments for Schedule A-15 Fixed Usage Estimate
- ° Necessary information to complete an Electric Rule 3 request for service if required

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



Electric Sample Form No. 79-1191

Sheet 1

Generating Facility Interconnection Agreement for Local Government Renewable Energy
Self-Generation Bill Credit Transfer (RES-BCT)

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>July 8, 2021</u>
<i>Effective</i>	<u>July 8, 2021</u>
<i>Resolution</i>	<u> </u>



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

This Generating Facility Interconnection Agreement for Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT), (Agreement) is entered into by and between

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

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Local Government Renewable Energy Self Generation Bill Credit Transfer Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

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

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

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

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

2.7. The expected annual energy production of the Generating Facility is _____ kWh.



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

- 2.8. For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the Generating Facility ☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.
- 2.9. The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

- 3.1. This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.
- | | |
|-------------|---|
| Appendix A- | Description of Generating Facility and Single-Line Diagram (Supplied by Producer). |
| Appendix B- | Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E). |
| Appendix C- | A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties). |
| Appendix D- | Producer Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2830 of the California Public Utilities Code |
| Appendix E- | Producer Certification that it meets the Definition of a Local Government, as Defined in Public Utilities Section 2830(A) |
- 3.2. When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21, Section C.

4. TERM AND TERMINATION

- 4.1. This Agreement shall become effective as of the last date entered in Section 19, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 11 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.



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

- 4.2. Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.
- 4.3. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4. Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

- 5.1. If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration) (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 11.1 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that its Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with Section 216.6 of the PUC. If PG&E



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

determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Status Change).

5.1.1. PG&E shall revise its records and the administration of this Agreement to reflect the Status Change and provide Notice to Producer of the Status Change pursuant to Section 12.1 below. This Notice shall specify the effective date of the Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E's Notice shall include an invoice for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PUC.

5.1.2. Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this Section 5.1, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

5.2. The Producer certifies that their inverter-based Generating Facilities will upon receiving permission to operate from PG&E fully comply with Section Hh of Rule 21 that is in effect at the time the application is received, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Producer inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists>.)

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

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

6. INTERCONNECTION FACILITIES

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



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

Facility.

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

7. DISTRIBUTION UPGRADES

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in a Special Facilities Agreement attached to and made a part of this Agreement as Appendix C. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

8. NETWORK UPGRADES

- 8.1. No portion of this Section 8 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.
- 8.2. The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades required to interconnection this Generating Facility. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 8.2.1 directs otherwise.
 - 8.2.1. To the extent that the CAISO Tariff, as referenced in Rule 21 section E.4, provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts



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

paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

8.2.1.1. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 8.2.1, the Interconnection Customer, the Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the nonusage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

8.2.1.2. If the Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 8.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

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



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

9. LIMITATION OF LIABILITY

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

10. INSURANCE

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

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

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

10.2. The general liability insurance required in Section 10.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

10.3. Evidence of the insurance required in Section 10.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

10.4. Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.



**GENERATING FACILITY INTERCONNECTION
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- 10.5. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 10.1 through 10.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 10.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 10.1.
- 10.6. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email to the following:

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

11. NOTICES

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

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

If to Producer:

Producer Name: _____
Address: _____
City: _____
Phone: () _____
FAX: () _____

- 11.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 11.1.
- 11.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of



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

this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

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

13. ASSIGNMENT

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

14. NON-WAIVER

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

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

- 15.1. This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.



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

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

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

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

18. SIGNATURES

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

BY:

_____	PACIFIC GAS AND ELECTRIC COMPANY
(Producer's Company Name)	
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)



*Pacific Gas and
Electric Company®*

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

APPENDIX A

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



**GENERATING FACILITY INTERCONNECTION
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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
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APPENDIX C (If Applicable)

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



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APPENDIX D

**PRODUCER WARRANTY THAT IT MEETS THE REQUIREMENTS
FOR AN ELIGIBLE RENEWABLE GENERATING FACILITY
PURSUANT TO SECTION 2830 OF THE CALIFORNIA PUBLIC
UTILITIES CODE**

Identify the Type of Renewable Electrical Generation Facility:

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

RES-BCT Producer declares that its Generating Facility:

- (1) meets the requirements of an "Eligible Renewable Generating Facility", as defined in Section 2830(a)(4) of the California Public Utilities Code and
- (2) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.¹ (Eligibility Requirements).

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2830(a)(4) and Public Resource Code Section 25741 paragraph 1(a):

☐ If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Producer warrants that the fuel cell is powered solely with renewable fuel.

☐ If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

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

☐ Eligible Producer warrants that the Renewable Generation Facility is powered solely with renewable fuel.

¹ The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>



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

Eligible Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Producer and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Producer or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Producer shall promptly provide PG&E with Notice of such change pursuant to Section 12 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its sole discretion, that Eligible Producer or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Producer to provide evidence that Eligible Producer and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Producer to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that Eligible Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Producer again demonstrates to PG&E's reasonable satisfaction that Eligible Producer meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Producer of the Eligibility Status Change pursuant to Section 12 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Producer and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Producer for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Producer's representations that Eligible Producer and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the provisions of PG&E's Schedule RES-BCT.

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

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

I certify the above is true and correct,

Producer Signature: _____

Name: _____

Title: _____

Date: _____



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

APPENDIX E

**PRODUCER CERTIFICATION THAT IT MEETS THE DEFINITION OF
A LOCAL GOVERNMENT, AS DEFINED IN PUBLIC UTILITIES
SECTION 2830(A)**

The Producer certifies that it is a Local Government that meets the definition of a "Local Government" as defined in Public Utilities code (PU) Section 2830 (a) (6) and, where applicable, PU Section 2830 (a) (3).

PU Code § 2830 (a) (6) reads as follows:

"Local government" means a city, county, whether general law or chartered, city and county, special district, school district, political subdivision, or other local public agency, but shall not mean a joint powers authority, the state or any agency or department of the state, other than an individual campus of the University of California or the California State University.

And a campus is defined in PU Code 2830 (a) (3) as:

"Campus" means an individual community college campus, individual California State University campus, or individual University of California campus.

In addition applicant certifies that all of the service agreements listed on the submitted Rule 21 Generation Interconnection Application are accounts for this same Local Government.

I am duly authorized to make this certification on behalf of the Local Government submitting this RES-BCT Application.

Name: _____

Title: _____

Authorized Signature: _____

Date _____



Electric Sample Form No. 79-1192

Sheet 1

Interconnection Agreement for Non-Export Storage Generating Facilities 500KW or Less

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>July 8, 2021</u>
<i>Effective</i>	<u>July 8, 2021</u>
<i>Resolution</i>	<u></u>



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

This *INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500 kW or LESS* (Agreement) is entered into by and between _____, a _____, (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Non-Export Storage Generating Facility or Non-Export Alternating Current/Direct Current (AC/DC) Converter in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility or Non-Export AC/DC Converter (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). To be eligible for interconnection using this agreement, Producer's Non-Export Energy Storage Generating Facility or Non-Export AC/DC Converter interconnection must satisfy the Fast Track Process technical review requirements of Rule 21 Section F.2 and all of the following requirements must be met:

- 1.1 The Producer must meet all the eligibility criteria described in Rule 21, Section N.1 for the expedited storage interconnection process, including:
 - (a) Producer must have electronically submitted a completed Interconnection Request, including completing all application fields and submitting all supporting documentation necessary to facilitate the expedited review as required by Distribution Provider. Such documentation may include, but is not limited to, single line diagrams with specific details, manufacturer data sheets for proposed equipment, description of control systems, validation of the right to do business in the state, etc. PG&E shall clearly communicate these requirements as part of the application process. Producer shall select this process option in the Interconnection Request.
 - (b) Producer's Interconnection Request must be eligible for, and select, the Fast Track Process, as described in Rule 21.
 - (c) Producer's Interconnection Request must pass Fast Track Initial Review and not require any Interconnection Facilities, Distribution Upgrades or Network Upgrades to remain eligible under this Section. As such, Interconnection Requests that select the Cost Envelope Option are not eligible.
- 1.2 The Producer's Generating Facility (except for Non-Export AC/DC Converters which are addressed in Section 1.3) must meet and adhere to all of the following criteria, per Rule 21 Section N.2.
 - (a) The Generating Facility must be comprised solely of the following specific categories of generation technology: Non-Exporting battery storage
 - (b) The Generating Facility must have an aggregate maximum inverter nameplate rating of no greater than 500 kW. There is no limitation on an energy storage device's kWh capacity rating.



- (c) The Generating Facility must be located behind an existing single retail meter and Point of Common Coupling with a single, clearly marked and accessible disconnect. No other Generators, other than isolated back-up Generators, may be at the same Point of Interconnection or Point of Common Coupling.
 - (d) Generating Facility must utilize Option 3 (Certified Non-Islanding Protection) or Option 4 (Relative Generating Facility Rating) to meet the non-export protection requirements of Screen I in Section G.1.i.
 - (e) The Generating Facility must have a single or coordinated control system for all charging functions if utilizing multiple inverters. The control system must also ensure that there is no increase in the Interconnection Customer's existing peak load demand.
 - (f) The Generating Facility must utilize only inverter-based, UL 1741 and UL 1741 SA-listed equipment. Additionally, all installed equipment must meet Distribution Provider's current electric service requirements with no violations or variances.
- 1.3 The Producer's Non-Export AC/DC Converter must meet and adhere to all of the following criteria, per Rule 21 Section O.
- (a) The Producers facilities must be comprised solely of the following specific categories of generation technology: an Non-Export AC/DC Converter as defined in Section C of Rule 21
 - (b) The Non-Export AC/DC Converter must have an aggregate maximum inverter nameplate rating of no greater than 500 kW. There is no limitation on an energy storage device's kWh capacity rating.
 - (c) The Non-Export AC/DC Converter must be located behind an existing single retail meter and Point of Common Coupling with a single, clearly marked and accessible disconnect. No other Generators, other than isolated back-up Generators, may be at the same Point of Interconnection or Point of Common Coupling.

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY OR Non-Export AC/DC CONVERTER

- 2.1. A description of the Generating Facility or Non-Export AC/DC Converter, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility or Non-Export AC/DC Converter and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).
- 2.2. Generating Facility identification number: _____ (Assigned by PG&E).
- 2.3. Producer's electric service account number: _____ (Assigned by PG&E).
- 2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility or Non-Export AC/DC Converter with PG&E's Distribution System:

Name: _____
Address: _____



City/Zip Code: _____

- 2.5. The Gross Nameplate Rating for the inverter of the Storage Generating Facility is: _____ kW (if applicable)

The Gross Nameplate Rating for Non-Export AC/DC Converter is: _____ kW (if applicable)

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

- 2.6. The expected annual energy production of the Generating Facility or Non-Export AC/DC Converter is _____ kWh.
- 2.7. The Generating Facility's or Non-Export AC/DC Converter expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

Appendix A-	Description of Generating Facility and Single-Line Diagram (Supplied by Producer).
Appendix B-	Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
Appendix C -	(Intentionally Left Blank)
Appendix D-	Operating Requirements for Energy Storage Device(s).

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

4. TERM AND TERMINATION

- 4.1. This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility or Non-Export AC/DC Converter is interconnected to PG&E's Distribution System is closed or terminated.



- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.
- 4.2. Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
 - (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility or Non-Export AC/DC Converter is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility or AC/DC Converter per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's or Non-Export AC/DC Converter's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility or Non-Export AC/DC Converter. PG&E shall deem the Generating Facility or Non-Export AC/DC Converter to be abandoned if PG&E determines, in its sole opinion, the Generating Facility or Non-Export AC/DC Converter is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility or Non-Export AC/DC Converter affirming Producer's intent and ability to continue to operate the Generating Facility or Non-Export AC/DC Converter.
- 4.3. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4. Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.
- 5. **GENERATING FACILITY OR Non-Export AC/DC CONVERTER, OPERATION AND CERTIFICATION REQUIREMENTS**
 - 5.1. The electric power produced by Producer's Generating Facility or Non-Export AC/DC Converter shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility or Non-Export AC/DC Converter (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility or AC/DC Converter through Producer's circuits). Producer shall attempt in good faith to regulate the electric power output of Producer's Generating Facility or AC/DC Converter so as to prevent the flow of electric energy from the Generating Facility or Non-Export AC/DC Converter to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive,



purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility or AC/DC Converter.

- 5.2. Given that the Producer's Generating Facility or Non-Export AC/DC Converter includes energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix D of this Agreement.

6. INTERCONNECTION FACILITIES

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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



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

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

- 8.2. The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3. If Producer's Generating Facility or Non-Export AC/DC Converter is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.
- 8.4. Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5. Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
- (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
- 8.7. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance, if any, shall be made available to PG&E upon request.

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



9. NOTICES

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

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

If to Producer: [Contact information to be supplied]

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

10. REVIEW OF RECORDS AND DATA

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

11. ASSIGNMENT

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



12. NON-WAIVER

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

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

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

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

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

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

13.5. In accordance with PG&E Advice Letter 4941-E-A, the provisions provided for in Rule 21 Section N and covered under this interconnection agreement are being implemented under a pilot approach with a July 1, 2017 through June 30, 2018 reporting period. As such, the provisions may be continued, modified and/or withdrawn as determined by the Commission.

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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



16. SIGNATURES

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

BY:

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



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



**APPENDIX B
RULES “2” AND “21”
(and any other Tariffs pertinent to the situation)
(Provided by PG&E)**

(Note: PG&E's tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.)



APPENDIX C

(Intentionally Left Blank)



APPENDIX D

(If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

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

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

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

And during the hours of _____

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

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

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

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

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

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



Electric Sample Form No. 79-1198-02

Sheet 1

Interconnection Agreement for Net Energy Metering (NEM2) and
Renewable Electrical Generating Facility Sized Greater than 1,000 kW

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>July 8, 2021</u>
<i>Effective</i>	<u>July 8, 2021</u>
<i>Resolution</i>	<u> </u>



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

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

1. SCOPE AND PURPOSE

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

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



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

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

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

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

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

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

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

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

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

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

- Attachment A Additional Terms and Conditions for Projects Requiring Interconnection Facilities and/or Upgrades to PG&E’s Distribution and/or Transmission System
- Attachment B Final Study Report Including Description and Costs of the Generating Facility, Interconnection Facilities, Metering Equipment, Distribution and/or Network Upgrades and Cost Responsibility
- Attachment C Expected Date of Initial Operation
- Attachment D NEM2V or NEM2VMSH Storage (when applicable)
- Attachment E NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located on Same or Adjacent or Contiguous Property to Generator Parcel (when applicable)
- Attachment F Addendum for Net Energy Metering Multiple Tariff (when applicable)
- Attachment G Producer’s Warranty that the Generating Facility is a “Cogeneration Facility” Pursuant to Section 216.6 of the California Public Utilities Code (when applicable)
- Attachment H Producer’s Warranty that the Generating Facility is an Eligible Biogas Electrical Generating Facility Pursuant to Section 2827.9 of the California Public Utilities Code (when applicable)

-
- 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.

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- Attachment I Schedule NEM2 Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827.1 of the California Public Utilities Code (when applicable)
- Attachment J Operating Requirements for Energy Storage Device(s) (when applicable)
- Attachment K NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established (when applicable)

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

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

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selected Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.7 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM2.

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 17 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,



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- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities* (Form 79-1174-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Generating Facility Sized Greater than 1,000 kW* (Form 79-1198-02); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.



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- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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

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

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

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

- 8.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in Section 6 and is not self-insured under Section 8.3, the following insurance shall apply:

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

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or

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

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
 - (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
 - (c) Contain a severability of interest clause or cross-liability clause.
- 8.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 10.1, the requirements of Section 8.1 may be waived.
- 8.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 9.1.

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

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

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



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9. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 9.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 9.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
- 9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

10. NOTICES

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

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

If to Customer-Generator:

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

- 10.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 10.1.
- 10.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

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11. REVIEW OF RECORDS AND DATA

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

12. ASSIGNMENT

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

13. NON-WAIVER

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

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

- 14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 14.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 14.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

15. AMENDMENT AND MODIFICATION

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



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

16. ENTIRE AGREEMENT

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

17. SIGNATURES

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

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

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

ATTACHMENT A

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

Section 1. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

1.1. Interconnection Facilities

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

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

1.2. Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment B of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Section 2. Cost Responsibility for Network Upgrades

2.1. Applicability

No portion of this Section 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

2.2. Network Upgrades

The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment B of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 2.2.1 directs otherwise.



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2.2.1. Repayment of Amounts Advanced for Network Upgrades

To the extent that the CAISO Tariff provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

2.2.1.1. If the Interconnection Customer is entitled to a cash repayment

pursuant to Section 2.2.1, the Interconnection Customer, the Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

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

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



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2.3. Rights Under Other Agreements

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

Section 3. Billing, Payment, Milestones, and Financial Security

3.1. Billing and Payment Procedures and Final Accounting

- 3.1.1. The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs, including any applicable taxes, of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.
- 3.1.2. Within three months of completing the construction and installation of the Distribution Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Distribution Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Distribution Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Distribution Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Distribution Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Distribution Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

3.2. Expected Date of Initial Operation

Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's Expected Date of Initial Operation. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and propose the earliest reasonable alternate date by which it can attain this and future milestones.



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3.3. Financial Security Arrangements

For projects studied under the Fast Track Interconnection Review Process, no more than 120 Calendar Days after the Effective Date of this agreement, the Interconnection Customer shall provide the Distribution Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Distribution Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located.

For projects studied under the Detailed Study Interconnection Review Process, The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Rule 21 Section F.4.

Regardless of Review Process, such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Distribution Provider's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Distribution Provider under this Agreement during its term.

In addition:

- 3.3.1. The guarantee must be made by an entity that meets the creditworthiness requirements of the Distribution Provider, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 3.3.2. The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Distribution Provider and must specify a reasonable expiration date.

Section 4. Taxes

4.1. Applicable Tax Laws and Regulation

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

- 4.1.1 In the application of IRS Notice 2016-36, any Income Tax Component of Contribution (ITCC) for Interconnection Facilities, Distribution Upgrades and Network Upgrades (based on the enclosed estimates) will be billed to the Interconnection Customer and collected by the Distribution Provider as per Section 3.1.1. The Distribution Provider shall true-up the final ITCC charges based on actual final costs and will either refund any excess ITCC collected by the Distribution Provider or bill the Interconnection Customer the additional ITCC charges that are required.

4.2. Maintenance of Tax Status

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

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Section 5. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

Section 6. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

- 6.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 6.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

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ATTACHMENT B

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

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

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



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

ATTACHMENT C

Expected Date of Initial Operation

Expected Date of Initial Operation: _____

For the Interconnection Customer _____ Date _____

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

ATTACHMENT D

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

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

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

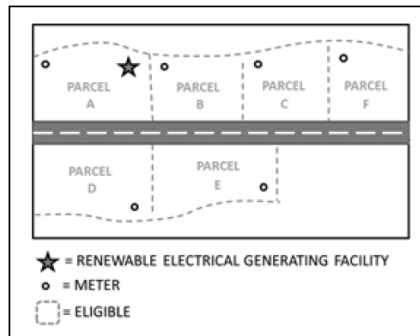
ATTACHMENT E

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

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

1. The total annual output in kWh of the generator is less than or equal to 100% of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and
2. Each of the aggregated account meters associated with this NEM2 generator account are located either:
 - a. on the property where the renewable electrical generation facility is located, or
 - b. are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.

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



3. PG&E reserves the right to request a parcel map to confirm the property meets the requirements of item 2 above; and
4. Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Attachment and Declaration form; and
5. Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Type/Print Name

Title

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

ATTACHMENT F

Addendum for Net Energy Metering Multiple Tariff (when applicable)

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

1. MULTIPLE TARIFF GENERATING FACILITY DESCRIPTION

- 1.1. In addition to the requirements of Electric Rule 21 and the GIA, Customer will abide by the requirements in the interconnection and operation of its Generating Facility described below.
- 1.2. The Gross Nameplate Rating of the Generating Facility is:
 - 1.2.1. Eligible Generator(s):

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

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

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

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

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

1.3.1. Eligible Generator(s):

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

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

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

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

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

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

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

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

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

ATTACHMENT G

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

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

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

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

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

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

ATTACHMENT H

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

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

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

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

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

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

ATTACHMENT I

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

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

Check Type of Renewable Electrical Generation Facility:

☐ biomass	☐ geothermal	☐ municipal solid waste
☐ solar thermal	☐ fuel cell	☐ landfill gas
☐ small hydroelectric generation	☐ ocean wave	☐ digester gas
☐ ocean thermal	☐ tidal current	☐ Storage/Batteries _____ amp hours _____ inverter kWh

NEM2 Customer-Generator (Customer) declares that:

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

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

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

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

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

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

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

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

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



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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

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

ATTACHMENT J

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

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

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

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

And during the hours of _____

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

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

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

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

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

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

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

ATTACHMENT K

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

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

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

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

Specifically, I will be responsible for the following:

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

(Company Name)

(Signature)

(Print Name)

(Title)

(Date)



Electric Sample Form No. 79-1208
Standalone Power System Supplemental Provisions

Sheet 1

**Please Refer to Attached
Sample Form**

(Continued)

Advice
Decision

6242-E

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

July 8, 2021
July 8, 2021

STANDALONE POWER SYSTEM SUPPLEMENTAL PROVISIONS

1. Applicant has elected, subject to mutual agreement by PG&E, to receive electric service at Applicant's premises in a Remote Grid service arrangement from a distribution system with power supplied by a Standalone Power System. These services shall be installed in accordance with these Supplemental Provisions, the provisions of PG&E Electric Rules 2, 15 and 16, the Distribution and Service Extension Agreement- Provisions, General Terms and Conditions, project specific terms and conditions, design and specifications. To the extent the requirements of these Supplemental Provisions conflict with such Rules and agreements, the requirements of these Supplemental Provisions shall govern.

2. Standalone Power System Installations on Applicant's Premises.

- A. Applicant's Responsibility. In accordance with PG&E's design, specifications, and requirements for the installation of Service Extensions generated by a Standalone Power System, subject to PG&E's inspection and approval, Applicant is responsible for:
 - 1) Space for Standalone Power System Equipment. Applicant shall provide space, if needed, on Applicant's Premises at a location approved by PG&E for a standard Standalone Power System installation. Easements may be required by PG&E to install the Standalone Power System on Applicant's Premises to serve only the Applicant. If the Standalone Power System Equipment will be or is designed to serve other third party properties, then PG&E may at its option install such equipment after appropriate rights of way or easements are obtained, satisfactory to PG&E. Detailed information on PG&E's requirements for the Standalone Power System will be furnished by PG&E.
- B. PG&E's Responsibility. PG&E will furnish, install, own, and maintain the following Standalone Power System equipment as applicable after Applicant meets all requirements to receive service:
 - 1) Standalone Power System: The Standalone Power System equipment will include photovoltaic panels, battery storage, backup fuel powered generator, and other associated equipment and facilities, where required. The construction of the Standalone Power System area, including any required fencing, enclosure, vault or cabinet shall conform with applicable laws, codes, and ordinances of governmental authorities having jurisdiction and PG&E physical security requirements. Applicant shall not have access to the Standalone Power System Equipment area.

3. Design and Installation of Standalone Power System.

Electric Service by the Standalone Power System shall be provided under the following terms and conditions:

- A. PG&E will be responsible for the planning, design, and engineering of the Standalone Power System. The Applicant Design Option provisions of Rules 15 and 16 are not available for Standalone Power System equipment, with the exception of the Service Facilities that extend from the Standalone Power System equipment area to the Service Delivery Point. The Standalone Power System shall not be deemed to be the nearest available permanent Distribution Line for purposes of New Distribution Line extensions under Electric Rule 15 or connections for new service extensions under Electric Rule 16.
- B. The installed capacity of the Standalone Power System at the Premises (and therefore the peak power and maximum energy usage that the Applicant will be able to draw from the Standalone Power System) will be determined by PG&E based on the Applicant's load and energy usage information provided in accordance with Rule 3 but not exceeding the capacity as designed.
- C. If, after the date PG&E is first ready to provide service, the Applicant has a need for increased load at the Premises from the installed capacity (and therefore the peak power and maximum energy usage that may be consumed from the Standalone Power System):

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

STANDALONE POWER SYSTEM SUPPLEMENTAL PROVISIONS

- 1) the Applicant must notify PG&E of the changes in load usage or characteristics of the load, per Electric Rule 3;
 - 2) PG&E will work with the Applicant to optimize the Applicant's demand profile; if PG&E and the Applicant are unable to agree how to optimize the customer's demand profile such that the fuel powered generator forming part of the Standalone Power System will not run out of fuel between refueling visits, PG&E is not obliged to supply additional fuel to the generator forming part of the Standalone Power System outside of scheduled refueling visits. This may result in the Applicant experiencing outages.
- D. If, after the date PG&E is first ready to provide service, the Applicant requests an increase in the peak power and maximum energy usage that the Applicant can draw from the Standalone Power System, PG&E will consider this request and may request reasonable information from the Applicant to enable PG&E to make a determination, in its sole discretion, as to whether it can increase the installed capacity of the Standalone Power System. When PG&E determines an increase in the installed capacity of the Standalone Power System would require replacement or reinforcement, such replacement or reinforcement shall be treated in the same manner as for Distribution Lines.
- 4. On-Site Generation.**
- A. Service by the Standalone Power System may decrease the amount of electricity that can be exported from the Premises because that export will be to the energy storage system component of the Standalone Power System, which will have limited capacity and which is designed to store electricity generated by the Standalone Power System. As is the case under current PG&E rules, Applicant must not install or permit the installation of any permanent on-site electricity generation or storage system on the Premises (or any other location that may service the Premises) without PG&E's prior written consent. The installation of permanent generation must follow the requirements specified in PG&E's Rule 21.
 - B. Applicant must not install or permit the installation of any temporary generation for emergency power or for trades personnel to undertake work at the Premises without PG&E's prior written consent. The installation of temporary generators including for emergency, standby, backup, or momentary paralleling purposes must follow the guidelines specified in PG&E's Distribution Interconnection Handbook.
- 5.** Except as otherwise expressly provided herein, these Supplemental Provisions shall be subject to all of PG&E's applicable tariff schedules on file and authorized by the Commission. These Supplemental Provisions shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.
- 6. Termination of Agreement.**
- A. PG&E reserves the right to terminate this Agreement upon no shorter than thirty (30) days' written notice and to thereafter provide electric service to Applicant through an alternative method of service in accordance with Rules 15/16, including by a conventional Distribution Line Extension that may be constructed in the future.
 - B. Applicant may terminate this Agreement by electing to no longer receive electrical service from PG&E via the Standalone Power System. To elect such a termination, Applicant shall provide PG&E with written notice no less than thirty (30) days prior to the date of such termination. To receive service by means of a conventional line extension from PG&E's Distribution System, Applicant must submit a new application for service with PG&E. Any requisite line extensions will be pursuant to the requirements of PG&E's line extension rules in effect at the time of such application including Rules 15 and 16.



STANDALONE POWER SYSTEM SUPPLEMENTAL PROVISIONS

7. **Bundled Service Rates.** Applicant may select from any Electric Rate Schedule for which the Applicant qualifies pursuant to the Electric Rate Schedule and these Supplemental Provisions, for purposes of billing for the electric services received. Applicant agrees to pay for all rates in the Electric Rate Schedule, which may include unbundled rate components for services that may not be provided to Applicant during the term of this Agreement.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

Authorized Name: _____

Title: _____

Signature: _____

Date: _____

Applicant

Agreed and accepted by:

Applicant's Legal Name: _____

Title: _____

Signature: _____

Date: _____



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Revised
Cancelling Revised

Cal. P.U.C. Sheet No. 50576-E
Cal. P.U.C. Sheet No. 48702-E

Electric Sample Form No. 79-972
Agreement for Unmetered Electrical Service

Sheet 1

**Please Refer to Attached
Sample Form**

Advice
Decision

6242-E

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

July 8, 2021
July 8, 2021



AGREEMENT FOR UNMETERED ELECTRICAL SERVICE

DISTRIBUTION

- ☐ Customer
☐ Division,
☐ Records Processing

REFERENCES

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

This Agreement between _____ (Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for equipment described in the attachments to this Agreement and billing data reported monthly or annually as required by this Agreement and subject to review by the Company for unmetered status.

WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for equipment installed subject to this Agreement; and

WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from manufacturer's specifications and operating characteristics of the Customer where the load is 11 hour photo controlled or 24 hour constant and of *one hundred fifty (150) watts or less rated or average consumption* on any one service connection point; and

WHEREAS, pursuant to the Company's electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service as provided herein.

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

1. Customer's equipment that is the subject of this Agreement, are identified in the data sheets set forth in Attachment A (Equipment). Each location will be considered a separate account and billed on the Company's regular monthly billing cycle for the applicable area. Each location will be evaluated for unmetered service separate from any other location. Billing of fixed usage will be done under the rate schedule indicated on Attachment A. Billing will be based on the methodology described in paragraph 3, below. This Agreement is for Equipment directly connected to the Company's distribution system, and is not available for equipment connected via a third party service, third party equipment, or through photo control adapters attached to Company-owned or third-party-owned street light facilities.
2. Each individual piece of Equipment shall constitute a separate unit for purposes of this Agreement. The method of determining the electric usage for each unit shall be as follows:
 - a) Where a unit is controlled by a photo control, any such photo control must meet ANSI Standard C136.10, turn on value 1.0 foot candles and turn off value of 1.5 foot candles. Usage must be equal to or less than 150 watts rated or average consumption. It will be billed at 11 hours of photo controlled operating time per day.
 - b) Where a unit is not photo controlled, the unit will be billed on a 24-hour basis. Usage must be equal to or less than 150 watts rated or average consumption.
 - c) Customer shall provide the Company all of the information necessary to complete Attachment A, including without limitation, the description of the equipment model, type, unit and load, prior to the installation of any Equipment. To facilitate completion of Attachment A, third party testing results or metered results are required where Customer has no manufacturer data. Information to verify the number and location of all Equipment at each service location shall be reported as described in Attachment B.

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

AGREEMENT FOR UNMETERED ELECTRICAL SERVICE

3. The monthly energy charge will be based on Equipment identified in Attachment A and the calculated kilowatt hours (kWh) applied to all locations for that equipment from the documented average consumption or rated input (not to exceed 150 watts) multiplied by either a) 731 hours per month (for 24-hour continuous usage) under paragraph 2b, above; or b) 335 hours per month (for photo controlled usage) under paragraph 2a, above. The monthly charge shall also include all other charges under the General Services rate schedule A-1 or B-1, including the single customer charge per location.
4. Pursuant to Section D of the Company's Electric Rule 3, Customer will promptly furnish the Company with notice of any changes in the connected or rated electrical loads or operating characteristics of such load for Equipment and each location for which service is provided under this Agreement, Attachment A shall be revised for the Equipment in question. As required in paragraph 6, Customers shall furnish the Company with information with a frequency and in a format acceptable to the Company, verifying and reconciling the Equipment at each service location, current installs and removals for the month or annually, including changes in Model or type of equipment. Any changes relating to the Model or type shall be reported as described in Attachment A. Any changes relating to the number or location of any Equipment and reflecting the net result of any installations or removals shall be reported as described in Attachment B. If it is determined that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with Electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the applicable charges for this electrical load, calculated in accordance with paragraphs 2 and 3, above. The Company reserves the right to field or bench test Customer's Equipment to verify the full rated input or average consumption. The Company reserves the right to review calibration records of Customer's test equipment used to provide measured load for previously existing legacy units. For load with photo controls, if photo control is discovered to be malfunctioning, billing will be based on 24-hour continuous load until such time it has been demonstrated to the Company's satisfaction that the control has been made operable.
5. Auditing will be conducted at the Company's sole discretion. Customer will provide a complete and accurate inventory and other information as required in paragraph 4 and in Attachment A and Attachment B. Customer shall provide access to Equipment and provide assistance to the Company as necessary to complete the audit. The Company shall have the right to collect the costs of the additional field verification work that would otherwise not be incurred in serving metered facilities.
6. As provided for in the Company's Electric Rule 11, Section A.1, billing will continue until such time that Customer informs the Company with 2 days prior written notice to: a) terminate billing; and b) as a condition of this Agreement, to make proper notification for scheduling the Company to de-energize Customer's Equipment.
7. Only duly authorized employees or agents of the Company may connect Customer's electrical loads to, or disconnect the same from, the Company's electric distribution facilities.
8. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on private property or within the public right of way.
9. Service furnished in accordance with this Agreement shall in all respects be subject to Company's applicable tariffs on file with the California Public Utilities Commission and shall at times be subject to such changes or modifications by the California Public Utilities Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.



AGREEMENT FOR UNMETERED ELECTRICAL SERVICE

10. Customer's Equipment shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95. Customer will inform the Company as to the state, county, or local government authority with jurisdiction to approve installation of facilities to be energized, obtain proper inspection clearance or other approvals as required, and provide evidence of clearance to the Company. Where no state, county or local government authority has jurisdiction over Customer's installation, Customer will inform the Company of that fact and will provide the Company with a letter from Customer's qualified electrical engineer or engineering consultant authorizing Company to energize service to Customer's Equipment and indicating compliance with Customer's design criteria.
11. This Agreement may be cancelled by either party on thirty (30) days prior written notice to the other party, which shall result in termination of service, unless: a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status.
12. The Company may, at a later date, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue unmetered service.
13. Nothing in this Agreement shall preclude the Company from requesting authority from the California Public Utilities Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.
14. If Customer acquires additional unmetered facilities through merger, purchase, or other forms of acquisition, all such acquired unmetered facilities shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment A(s), if such additional unmetered facilities have not previously been identified to the Company. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of paragraph 20.
15. The Company is authorized to revise the form of Attachment A and Attachment B at its sole discretion and at any time require additional information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.
16. All notices required herein shall be given in writing and delivered personally, by United States Postal Service or other nationally recognized courier service to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer: _____

Pacific Gas and Electric Company

Address: _____

Billing Revenue & Records

P.O. Box 8329

Stockton, CA 95208

Attn: _____

Attn. Unmetered Electric Usage



AGREEMENT FOR UNMETERED ELECTRICAL SERVICE

17. Customer's bill shall be mailed to the address listed below and in Attachment A.

Billing Name: _____

Address: _____

Attn: _____

18. The waiver by either Party of any default in the performance, or failure to insist on strict performance, by the other or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

19. Customer may, with the Company's written consent, assign this Agreement if the assignee agrees in writing to perform all of Customer's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains responsible for all obligations under this Agreement up to the effective date of the assignment. In lieu of an assignment, the Customer's successor in interest may retrofit the Equipment for metering under Company's existing tariffs.

APPROVED:

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

Customer/Company

Authorized by (Print)

Signature

Title

Date

PACIFIC GAS AND ELECTRIC COMPANY

Authorized by (Print)

Signature

Title

Date



Electric Sample Form No. 79-973
Generating Facility Interconnection Agreement
For Non-Export Generating Facilities

Sheet 1

**Please Refer to Attached
Sample Form**



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

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

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Non-Export Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

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

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

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

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

2.7. The expected annual energy production of the Generating Facility is _____ kWh.

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



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

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

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

Appendix A-	Description of Generating Facility and Single-Line Diagram (Supplied by Producer).
Appendix B-	Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
Appendix C-	A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties).
Appendix D-	(When Applicable) Operating Requirements for Energy Storage Device(s).

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

4. TERM AND TERMINATION

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

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

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

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

- (b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
- (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.

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

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

5. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

5.1. The electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall attempt in good faith to regulate the electric power output of Producer's Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility.

5.2. If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration) (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that its Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with Section 216.6 of the PUC. If PG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Status Change).

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

5.2.2. Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this Section 5.2, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

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

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

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

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at: <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

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

An "existing inverter" is defined as an inverter that is a component of an existing Generating



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

Facility that meets one or more of the following conditions:

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

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

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

6. INTERCONNECTION FACILITIES

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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

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

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

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

8.3. If Producer's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

- 8.4. Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5. Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
- 8.7. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email to the following:

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

9. NOTICES

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

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

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



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

9.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.

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

10. REVIEW OF RECORDS AND DATA

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

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

11. ASSIGNMENT

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

12. NON-WAIVER

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

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

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

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

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

16. SIGNATURES

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

BY:

_____	PACIFIC GAS AND ELECTRIC COMPANY
(Producer's Company Name)	
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

APPENDIX A DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM, (Provided by Producer)



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

APPENDIX B RULES “2” AND “21” (and any other Tariffs pertinent to the situation) (Provided by PG&E)

(Note: PG&E's tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.)



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

APPENDIX C (If Applicable) RULE 21 "SPECIAL FACILITIES" AGREEMENT (Formed between the Parties)



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

APPENDIX D

(If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

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

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

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

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

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

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

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



ELECTRIC SAMPLE FORM NO. 79-978

Sheet 1

Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of
1,000 Kilowatts or Less,
Other Than Facilities of 30 Kilowatts or Less

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 kW OR LESS

This *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E's electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

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

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

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

2.5 Interconnected Equipment:

List of generating equipment interconnected with, or without, an inverter to PG&E.
(For those generators interconnecting without an inverter, write in "N/A" in the right three columns. If an inverter is shared by more than one generator, write "shared" on the same line as that generator under the manufacturer column and do not enter the inverter rating. Attach list of additional equipment, if applicable.)

	Type of Generator (Solar / Wind / Hybrid)	Generator Rating (watts)	Manufacturer of Inverter used with Generator (if Applicable)	Inverter Model Number (if Applicable)	Inverter Rating (watts) ² (if Applicable)
1					
2					

2.6 Customer-Generator's otherwise-applicable rate schedule under the provisions of Schedule NEM will be _____.

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

2.8 If the date of the permits allowing the Customer-Generator to commence construction of the Generating Facility is prior to January 1, 2003, please provide the date the permits were issued: _____.

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

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

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

² If installing an inverter, the inverter rating equals: (the CEC efficiency for each installed inverter) TIMES (the nameplate rating, in kW, of each inverter). The CEC efficiency is obtained on the CEC website at http://www.consumerenergycenter.org/erprebate/eligible_inverters.html as listed on the date the application is reviewed. Enter the total of all inverter ratings for multiple inverter installations in the Table above.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

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 application³ no later than March 31, 2018, or
- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

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

³ A complete application consists all of the following without deficiencies:

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

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

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

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

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

5. TERM AND TERMINATION

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

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

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

- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (between 30 kW and 1,000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental Application* (Form 79-998); (3) a signed and completed *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

7. INTERCONNECTION FACILITIES

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

8. LIMITATION OF LIABILITY

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

9. INSURANCE

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

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

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

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

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in section 6 and is not self-insured under Section 9.3, the following insurance shall apply:

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

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

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

The insurance shall, by endorsement:

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

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

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

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

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

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

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

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

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

If to Customer-Generator:

Customer-Generator Name: _____

Address: _____

City: _____

Phone: (____) _____

FAX: (____) _____



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

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

13. ASSIGNMENT

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

14. NON-WAIVER

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

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

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

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

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

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

18. SIGNATURES

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

CUSTOMER-GENERATOR'S NAME

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Manager,
Electric Grid Interconnection

Date: _____

Date: _____



INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING OF SOLAR OR WIND
ELECTRIC GENERATING FACILITIES OF 1,000
kW OR LESS, OTHER THAN FACILITIES OF
30 kW OR LESS

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



INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING OF SOLAR OR WIND
ELECTRIC GENERATING FACILITIES OF 1,000
kW OR LESS, OTHER THAN FACILITIES OF
30 kW OR LESS

APPENDIX B

(If Applicable)

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



Electric Sample Form No. 79-978-02

Sheet 1

Interconnection Agreement for Net Energy Metering (NEM2) of Solar or
Wind Electric Generating Facilities of 1,000 Kilowatts or Less, Other than Facilities of 30 Kilowatts or
Less

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 kW OR LESS

This *Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Electric System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E's electric rate Schedule NEM2 (NEM2), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

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

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

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 kW OR LESS

- 2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.
- 2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.
- 2.7 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement _____.
- 2.8 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.9 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings**, in accordance with the specifications therein.

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

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

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

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

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

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

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 kW OR LESS

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

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

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

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

Appendix C NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

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

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM2.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 kW OR LESS

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 kW OR LESS

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities* (Form 79-974-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities, Other Than Facilities of 30 KW or Less* (Form 79-978-02); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.
- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 kW OR LESS

7. INTERCONNECTION FACILITIES

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

8. LIMITATION OF LIABILITY

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

9. INSURANCE

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

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

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

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

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in Section 6 and is not self-insured under Section 9.3, the following insurance shall apply:

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 kW OR LESS

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

The insurance shall, by endorsement:

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

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

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

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

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

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 kW OR LESS

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

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

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

If to Customer-Generator:

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

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 kW OR LESS

12. REVIEW OF RECORDS AND DATA

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

13. ASSIGNMENT

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

14. NON-WAIVER

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

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

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 kW OR LESS

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

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

18. SIGNATURES

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

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 kW OR LESS

APPENDIX A

DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)



INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING (NEM2) OF SOLAR OR
WIND ELECTRIC GENERATING FACILITIES OF
1,000 kW OR LESS, OTHER THAN FACILITIES
OF 30 kW OR LESS

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)

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 kW OR LESS

Appendix C

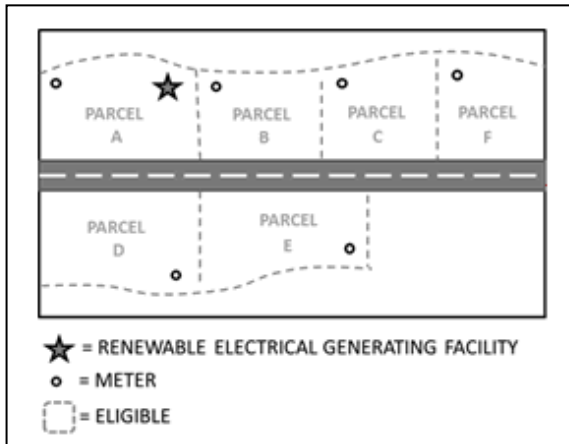
NEM LOAD AGGREGATION APPENDIX

(If Applicable)

Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

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

- 1) The total annual output in kWh of the generator is less than or equal to 100% of the annual aggregated electrical load in kWh of the meters within the arrangement, including the load on the generating account itself (before being offset by the generator), and including any estimated future additional load; and
- 2) Each of the aggregated account meters associated with this NEM2 generator account are located either:
 - (i) on the property where the renewable electrical generation facility is located, or
 - (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



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

- 3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and
- 4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and
- 5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Type/Print Name

Title



Electric Sample Form No. 79-988

Sheet 1

Generating Facility Interconnection Agreement (Third Party Non-Exporting)

**Please Refer to Attached
Sample Form**



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

This *Generating Facility Interconnection Agreement (3rd Party Non-Exporting)* (Agreement) is entered into by and between _____ a _____ (Producer), and Pacific Gas and Electric Company (PG&E), a California corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE, PURPOSE, AND RELATED AGREEMENT

- 1.1 This Agreement, in conjunction with the *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* (Form 79-992) identified in Section 1.2 and attached as Appendix E, provides for Producer to interconnect and operate a Generating Facility in parallel with PG&E’s Distribution System to serve the electrical loads at the location identified in Section 2.2. This Agreement does not provide for Producer to deliver electric power to PG&E’s Distribution System, nor does this Agreement constitute an agreement by PG&E to provide retail electrical service to Producer. Such arrangements must be made separately between PG&E and Producer.
- 1.2 The Generating Facility shall be interconnected with PG&E’s Distribution System consistent with, and pursuant to, the *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* between PG&E and _____, (Customer) its successors or assigns dated _____, (*Customer Agreement*).

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer’s Generating Facility and Customer’s loads are Interconnected with PG&E’s Distribution System, are attached to and made a part of this Agreement.
- 2.2 Name and address used by PG&E to locate the Customer’s Electric Service Account(s) used to interconnect the Generating Facility with PG&E’s Distribution System:



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 2.3 The Gross Nameplate Rating of the Generating Facility is _____ kW.
- 2.4 The Net Nameplate Rating of the Generating Facility is _____ kW.
- 2.5 The annual energy production of the Generating Facility is expected to be _____ kWh.
- 2.6 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.7 For the purpose of securing certain tariff charge exemptions available under the California Public Utilities Code (PU Code), Producer hereby declares that the Generating Facility:
- (a) ☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the PU Code.
 - (b) ☐ does / ☐ does not meet the requirements for Distributed Energy Resource Generation as such term is used in Section 353.1 of the PU Code.

3. DOCUMENTS INCLUDED

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

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

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

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

Appendix D - Producer's warranty that the Generating Facility meets the requirements for Distributed Energy Resources Generation as defined in Section 353.1 of the Public Utilities Code (*When applicable*).

Appendix E - *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* (Form 79-992).

4. TERM AND TERMINATION



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 4.1 This Agreement shall become effective as of the last date entered in Section 16 of this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the 31st day following the date the *Customer Agreement* is terminated unless such *Customer Agreement* is assigned to another party or replaced by a subsequent agreement. The Parties shall cooperate in obtaining an assignment or replacement agreement.
 - (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 of this Agreement to the other Party of Producer or PG&E's intent to terminate this Agreement.
- 4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
- (a) A change in applicable tariffs, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Unless otherwise agreed in writing by the Parties, Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.6 of this Agreement as the Generating Facility's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E's Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.
- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file an application to terminate this Agreement with the Commission pursuant to the Commission's rules and regulations.



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

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

5. GENERATING FACILITY OPERATION

- 5.1 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's tariffs, including but not limited to PG&E's Electric Rule 21, and any other regulations and laws governing the interconnection of the Generating Facility.
- 5.2 The electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility. Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the PU Code.
- 5.3 Producer shall regulate the electric power output of Producer's Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility.
- 5.4 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.5 Producer shall not operate the Generation Facility in parallel with PG&E's Distribution System unless the *Customer Agreement* is in effect. If the *Customer Agreement* identified in Section 1.2 is terminated, Producer agrees to cease operating the Generating Facility in parallel with PG&E's Distribution System.

6. INTERCONNECTION FACILITIES

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



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 6.3 If the provisions of PG&E's Electric Rule 21, or any other tariff approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This agreement shall be attached to and made a part of this Agreement as Appendix B.
- 7. LIMITATION OF LIABILITY**
- 7.1 Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.
- 7.2 PG&E shall not be liable to Producer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Producer resulting from termination of *the Customer Agreement* provided such termination is consistent with the terms of the *Customer Agreement*.
- 8. INSURANCE**
- 8.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
 - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.
- Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability,



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

and Broad Form Property Damage including Completed Operations.”

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days’ written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3 If Producer’s Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer’s written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.
- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5 Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer is unable to provide continuing evidence of Producer’s ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.



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

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

9. NOTICES

- 9.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below: If to PG&E: Pacific Gas and Electric Company

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

If to Producer: [Contact information to be supplied]



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

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

10. REVIEW OF RECORDS AND DATA

- 10.1 PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its Interconnection with PG&E's Distribution System.

Producer authorizes PG&E to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission (Commission) information regarding the Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the generating facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations.

11. ASSIGNMENT

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

12. NON-WAIVER

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

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES, DEFINED TERMS

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



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3 The Interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by PG&E. Copies of such tariffs are available at www.PGE.com or by request to PG&E and are incorporated into this Agreement by this reference.
- 13.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.
- 13.5 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 1 or Electric Rule 21, Section C. If any term is defined in both Rule 1 and Electric Rule 21, the definition in Electric Rule 21 shall prevail.

14. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. PG&E shall determine in its sole discretion whether prior commission approval is required for such amendments or modifications.

15. ENTIRE AGREEMENT

This Agreement and the *Customer Agreement* referenced in Section 1.2, including any incorporated tariffs, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement, the *Customer Agreement* or in the incorporated tariffs.



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

16. SIGNATURES

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

_____ (Company Name)	_____ PACIFIC GAS AND ELECTRIC COMPANY
_____ (Signature)	_____ (Signature)
_____ (Print Name)	_____ (Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
3rd PARTY NON-EXPORTING**

APPENDIX A

**DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM**

(Supplied by Producer)



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
3rd PARTY NON-EXPORTING**

APPENDIX B

A Copy of PG&E's:

***Agreement for Installation or Allocation of Special Facilities for Parallel
Operation of Nonutility-Owned Generation and/or Electrical Standby Service***

Form 79-280, *Special Facility Agreement*

(if applicable, and formed by the Parties)



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

APPENDIX C *(When applicable)*

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

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

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

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

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

APPENDIX D

(When applicable)

PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A "DISTRIBUTED ENERGY RESOURCES GENERATION" FACILITY PURSUANT TO SECTION 353.1 OF THE CALIFORNIA PUBLIC UTILITIES CODE

For the purpose of securing the tariff charge exemption available under Section 353.3 of the California Public Utilities Code (PU Code), Producer hereby declares that the Generating Facility meets the requirements for Distributed Energy Resources Generation as such term is used in Section 353.1 of the PU Code (DERG Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the DERG Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the DERG Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the DERG Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the DERG Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the DERG Requirements. If PG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the DERG Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the DERG Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the DERG Status Change and provide Notice to Producer of the DERG Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the DERG Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the DERG Requirements. PG&E shall invoice the Producer electric Service Account through which the Generating Facility is Interconnected with PG&E's Distribution System for any tariff charges that were not previously billed during the period between the effective date of the DERG Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the DERG Requirements and therefore was eligible for the exemption from tariff charges available under Section 353.3 of the PU Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
3rd PARTY NON-EXPORTING**

APPENDIX E

**CUSTOMER GENERATION AGREEMENT
(3RD PARTY GENERATOR ON PREMISES)
(NON-EXPORTING)**



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Revised
Cancelling Revised

Cal. P.U.C. Sheet No. 50581-E
Cal. P.U.C. Sheet No. 48709-E

Electric Sample Form No. 79-997

Sheet 1

Interconnection Agreement for Net Energy Metering of Biogas Digester Generating Facilities

**Please Refer to Attached
Sample Form**

Advice
Decision

6242-E

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

July 8, 2021

July 8, 2021



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

DISTRIBUTION:

REFERENCE:

☐ XXXX

☐ XXXX

☐ XXXX

☐ XXXX

☐ _____

This "Interconnection Agreement for Net Energy Metering of Qualifying Biogas Digester Generating Facilities" ("Agreement") is entered into by and between _____ ("Biogas Customer-Generator"), and Pacific Gas and Electric Company ("PG&E"), a California Corporation. Biogas Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Biogas Customer-Generator to interconnect and operate an Eligible Biogas Digester Electrical Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Biogas Customer-Generator's Generating Facility. Biogas Customer-Generator's Generating Facility is intended primarily to offset part or all of the Biogas Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Section 2827.9 of the California Public Utilities Code and Pacific Gas and Electric Company's electric rate Schedule NEMBIO ("NEMBIO"), Parties enter into this Agreement. This Agreement applies to the Biogas Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF BIOGAS CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE-RATE SCHEDULE.

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Biogas Customer-Generator's Eligible Biogas Digester Electrical Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to, and made a part of this Agreement. (This description is supplied by Biogas Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E)

2.3 Biogas Customer-Generator's electric service account number: _____
(Assigned by PG&E)

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Eligible Biogas Digester Electrical Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

- 2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.
- 2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.
- 2.7 The expected annual energy production of the Generating Facility is _____ kWh.
- 2.8 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.9 Biogas Customer-Generator's otherwise-applicable-rate schedule as of the execution of this Agreement is _____.

3. DOCUMENTS INCLUDED; DEFINED TERMS

- 3.1 This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

Appendix A	Description of Generating Facility and Single-Line Diagram (Supplied by Biogas Customer-Generator)
Appendix B	A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) ("Special Facility Agreement"), if applicable, (Formed by the Parties).
Appendix C	List of qualifying accounts eligible for aggregation under Special Condition 2 of Schedule NEMBIO (if applicable).

In addition PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEMBIO, and Biogas Customer-Generator's otherwise applicable rate schedule, available at PG&E's web-site at www.pge.com, or by request, are specifically incorporated herein and made part of this Agreement.

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement, or in PG&E's Rule 21, Section H, or in Schedule NEMBIO.

4. CUSTOMER BILLING AND PAYMENT OPTIONS

Biogas Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.9 of this Agreement as its otherwise-applicable rate schedule. Biogas Customer-Generator understands that they will be billed according to Schedule NEMBIO.

As provided under Special Condition 2 of Schedule NEMBIO, dairy operations may aggregate the electric load of other qualifying accounts. Exhibit C of this Agreement lists all accounts that qualify for this provision. Exhibit C may be modified from time to time by mutual consent of the Parties. Biogas Customer-Generator must provide PG&E with at least 60 days Notice pursuant to Section 11 of this Agreement, of proposed changes to Exhibit C.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18, below, which shall be no later than 12/31/06. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Biogas Customer-Generator's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Biogas Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Biogas Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Biogas Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Biogas Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Biogas Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Biogas Customer-Generator fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to January 1, 2007; or,
 - (d) Biogas Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Biogas Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Biogas Customer-Generator's apparent abandonment of the Generating Facility affirming Biogas Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (e) Biogas Customer-Generators facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS:

- 6.1 Biogas Customer-Generator's generator must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable rules of the Public Utilities Commission regarding safety and reliability.
- 6.2 Biogas Customer-Generator shall: (a) maintain the Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities. Biogas Customer-Generator shall reimburse Pacific Gas and Electric Company for any and all losses, damages, claims, penalties, or liability it incurs as a result of Biogas Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Biogas Customer-Generator's Facility.
- 6.3 Biogas Customer-Generator shall not commence parallel operation of the Facility until Pacific Gas and Electric Company has provided written approval to the Biogas Customer-Generator to do so. No such approval shall be provided until at least ten (10) working days following the utility's receipt of the inspection clearance of the governmental authority having jurisdiction. Such approval shall not be unreasonably withheld. Pacific Gas and Electric Company shall have the right to have representatives present at the initial testing of Biogas Customer-Generator's protective apparatus. Biogas Customer-Generator shall notify the utility five (5) working days prior to the initial testing.
- 6.4 The Biogas Customer-Generator warrants that they are the recipient of local, state, or federal funds; or they self-finance pilot projects designed to encourage the development of eligible biogas digester electrical generating facilities.

7. INTERCONNECTION FACILITIES

- 7.1 Biogas Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Biogas Customer-Generator's Generating Facility.
- 7.2 Biogas Customer-Generator shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Biogas Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Biogas Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design,

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

9.1 In connection with Customer-Generator's performance of its duties and obligations under this Agreement, Customer-Generator shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one-hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

9.2 The general liability insurance required in this Section shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

9.3 If Biogas Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.2(a) prevents Biogas Customer-Generator from obtaining the insurance required in this

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

Section, then upon Biogas Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.2(a) shall be waived.

- 9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 9.5 Biogas Customer-Generator agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 9.6 If Biogas Customer-Generator is self-insured with an established record of self-insurance, Biogas Customer-Generator may comply with the following in lieu of Section 9.2:
- (a) Biogas Customer-Generator shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.
 - (b) If Biogas Customer-Generator ceases to self-insure to the level required hereunder, or if Biogas Customer-Generator is unable to provide continuing evidence of Biogas Customer-Generator's ability to self-insure, Biogas Customer-Generator agrees to immediately obtain the coverage required under Section 9.1.
- 9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGContractMgmt@pge.com

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Biogas Customer-Generator fails to comply with the insurance provisions of this Agreement, Biogas Customer-Generator shall, at its own cost, defend, save harmless and indemnify Pacific Gas and Electric Company, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Biogas Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Biogas Customer-Generator to elect not to provide any such required insurance.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGContractMgmt@pge.com

If to Biogas Customer-Generator:

Biogas Customer-Generator Name: _____
Address: _____
City: _____
Phone: (____) _____
FAX: (____) _____

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

- 12.1 PG&E shall have the right to review and obtain copies of Biogas Customer-Generator's operations and maintenance records, logs, or other information such as, Generation Unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Biogas Customer-Generator's Generating Facility or its interconnection with PG&E's Distribution System.
- 12.2 Biogas Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Biogas Customer-Generator's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

Biogas Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Biogas Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Biogas Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

This agreement is effective when accepted and executed by PG&E.

PACIFIC GAS AND ELECTRIC COMPANY

Biogas Customer Generator's Name

Authorized by (Print)

Signature

Title

Date

Authorized by (Print)

Signature

Title

Date

APPENDIX A

**DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Biogas Customer-Generator)**

**APPENDIX B
(If Applicable)**

**RULE 21 “SPECIAL FACILITIES” AGREEMENT
(Formed between the Parties)**

APPENDIX C
(If Applicable)

**LIST OF QUALIFYING ACCOUNTS ELIGIBLE FOR
AGGREGATION UNDER SPECIAL CONDITION 2 OF
SCHEDULE NEMBIO**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

Customer Account No.

Address (Street, City, Zip Code)

Signature: (PG&E): _____ Date: _____

(Customer) _____ Date: _____

Date Completed:

Page ___ of ___



**ELECTRIC PRELIMINARY STATEMENT PART CP
ENERGY RESOURCE RECOVERY ACCOUNT**

Sheet 5

CP. ENERGY RESOURCE RECOVERY ACCOUNT (ERRA) (Cont'd.)

5. ACCOUNTING PROCEDURES: (Cont'd)

- f) A debit or credit entry to true-up the Retained RA Value, determined using the Forecast RA Adder to the Retained RA Value using the Final RA Adder. A corresponding credit or debit entry equal to the true-up of the Retained RA Value is recorded in PABA and MTCBA. (T)
- g) A credit entry to transfer an allocated portion of the cost for import capacity rights to the NSGBA if PG&E uses existing PGE-owned import allocation rights to meet the procurement targets pursuant to D.21-02-028 or D.21-03-056. The credit entries will be based on either the average price PG&E received for sales of its excess maximum import capability or, if not available or representative of market value, another reasonable market benchmark. (T)
- h) A debit entry to reflect the resource adequacy (RA) value of procurement originally directed in the Emergency Reliability proceeding, Rulemaking 20-11-003, including resources procured pursuant to D.21-02-028 and D.21-03-056, that is transferred to ERRA to meet bundled service RA compliance requirements. The contract costs and energy benefits of the Emergency Reliability procurement, if any, will continue to be allocated to all benefitting customers through the NSGBA.

System RA Value Transferred to the New System Generation Balancing Account (NSGBA):

- i) A credit entry equal to the value of RA that is excess or unsold RA capacity and that is transferred to the System Reliability Incremental Procurement Subaccount of NSGBA in order to meet the procurement targets pursuant to D.21-03-056, after having made reasonable attempts to sell excess capacity to other load-serving entities to meet their 15% planning reserve margin. The credit entry will use the most current market price benchmark for system RA, which is approved in the annual ERRA Forecast, and used to value RA capacity in the PCIA calculation.

Utility-Owned Generation Related Entries:

- j) A debit or credit entry, as appropriate, to record ESA costs associated with bundled customer portfolio/procurement activity (which is embedded in the annual authorized revenue requirements associated with PG&E's owned generation).

CAISO Related Entries:

- k) A debit or credit entry equal to the net charges or revenues for energy associated with load and generating resources recovered in ERRA and the New System Generation Balancing Account (NSGBA);

(Continued)



ELECTRIC PRELIMINARY STATEMENT PART DB
NUCLEAR DECOMMISSIONING ADJUSTMENT MECHANISM

Sheet 1

DB. NUCLEAR DECOMMISSIONING ADJUSTMENT MECHANISM (NDAM)

1. **PURPOSE:** The purpose of the NDAM is to record the authorized Diablo Canyon Nuclear Power Plant (Diablo Canyon) and Humboldt Power Plant Nuclear Unit 3 (Humboldt) nuclear decommissioning revenue requirements and Humboldt SAFSTOR operating and maintenance (O&M) revenue requirements, and to provide full recovery of those costs. The NDAM also recovers the actual costs incurred up to \$400,000 to satisfy the requirements of California Senate Bill 968 and Public Utilities Code Section 712.5 Section 3.
2. **APPLICABILITY:** The NDAM balance shall apply to all customer bills for service under all rate schedules and contracts for electric service subject to the jurisdiction of the Commission, except for those rate schedules or contracts specifically excluded by the Commission.
3. **REVISION DATE:** Disposition of the balance in this account shall be determined through the advice letter process.
4. **RATES:** The NDAM rates are included in the effective rates set forth in each rate schedule as a separate non-bypassable charge.
5. **ACCOUNTING PROCEDURES:** The following entries shall be made each month:
 - a. A debit entry equal to the annual authorized nuclear decommissioning and Humboldt SAFSTOR O&M revenue requirements divided by twelve.
 - b. A debit entry equal to the costs incurred for an independent third-party to conduct an assessment of the closure of the Diablo Canyon Nuclear Plant required by SB 968 and PU Code Section 712.5 Section 3.
 - c. A debit entry equal to PG&E's share of recorded amounts paid to the independent panel for its report on nuclear decommissioning issue as authorized in D.10-07-047, or any other amounts upon subsequent approval by the CPUC.
 - d. A debit entry equal to one-twelfth of the annual authorized Employee Retraining Program budget for Diablo Canyon Power Plant Employees, including Revenue, Fees & Uncollectibles expense (RF&U) (see corresponding entry in the Employee Retraining Subaccount of the Diablo Canyon Retirement Balancing Account per preliminary statement HK, 5c.1).
 - e. A debit entry equal to one-twelfth of the annual funding of the Essential Services Mitigation Fund portion of the Community Impact Mitigation Program (CIMP), including RF&U for the years 2019-2025.
 - f. A one-time debit entry for the Economic Development Fund portion of the CIMP following CPUC approval and expiration of protest period of Advice Letter 5461-E in 2019, including RF&U.
 - g. A credit entry equal to the revenue from the NDAM rates.
 - h. A debit or credit entry to record the transfer of amounts to or from other accounts, as approved by the Commission. (N)
(N)
 - i.. An entry equal to interest on the average balance in the account at the beginning of the month and the balance after the above entries, at a rate equal to one-twelfth of the interest rate on three-month Commercial Paper for the previous month, as reported in the Federal Reserve Statistical Release, H.15 or its successor. (T)



ELECTRIC PRELIMINARY STATEMENT PART DX
FAMILY ELECTRIC RATE ASSISTANCE BALANCING ACCOUNT

Sheet 1

DX. FAMILY ELECTRIC RATE ASSISTANCE BALANCING ACCOUNT (FERABA)

1. **PURPOSE:** The purpose of the electric FERABA is to record the revenue shortfalls and program administrative, marketing, and all other costs for the large household program (also called the Family Electric Rate Assistance (FERA) program) approved by Decisions 04-02-057, 07-09-004, 15-07-001, and 21-06-015, as well as Advice Letters 4689-E, 4805-E/E-A, and 5432-E (T)
(T)
2. **APPLICABILITY:** The FERABA shall apply to all electric customers except for those specifically excluded by the Commission.
3. **REVISION DATE:** Disposition of the balance in this account shall be determined through the Annual Electric True-Up (AET) advice letter process.
4. **RATES:** This account does not currently have a rate component.
5. **ACCOUNTING PROCEDURE:** PG&E shall make entries to the following subaccounts at the end of each month as follows:
 - a) A debit entry equal to the FERA revenue shortfall in residential customer revenue resulting from the 18 percent line-item discount on monthly bills and 50 percent delivery minimum bill discount for all enrolled FERA customers. The revenue shortfall is computed by subtracting the residential customers' monthly revenues from the revenues that would have been recovered from customers had the 18 percent line-item discount on monthly bills and 50 percent delivery minimum bill discount not been in place. (T)
(T)
(T)
(T)
(D)
 - b) A debit entry equal to all administrative, marketing, and all other costs associated with the FERA program. (T)
 - c) A credit entry to transfer the balance to other regulatory accounts as appropriate for rate recovery, upon approval by the CPUC. (T)
 - d) A debit entry equal to interest on the average balance in the account at the beginning of the month and the balance after the above entry, at a rate equal to one-twelfth of the rate on three-month Commercial Paper for the previous month, as reported in the Federal Reserve Statistical Release, H.15, or its successor. (T)



ELECTRIC PRELIMINARY STATEMENT PART HQ
FIRE RISK MITIGATION MEMORANDUM ACCOUNT (FRMMA)

Sheet 1

HQ. Fire Risk Mitigation Memorandum Account (FRMMA)

1. **PURPOSE:** The purpose of the Fire Risk Mitigation Memorandum Account (FRMMA) is to record, pursuant to Assembly Bill (AB) 1054 (Public Utilities Code Section 8386.4(b)(1)), incremental costs of fire risk mitigation work that is not otherwise recovered in PG&E's adopted revenue requirements. Such costs shall include, but are not limited to, expense and capital expenditures for: advanced system hardening and resiliency; expanded automation and protection; improved wildfire detection; enhanced event response capacity, and vegetation management activities. Costs recorded to the FRMMA will not include costs approved for recovery in PG&E General Rate Cases (GRCs) or recovered through PG&E's Catastrophic Event Memorandum Account (CEMA), Fire Hazard Prevention Memorandum Account (FHPMA), the Wildfire Mitigation Plan Memorandum Account (WMPMA) or other cost recovery mechanisms. (T)
(D)
|
(D)
2. **APPLICABILITY:** The FRMMA applies to all customer classes, except for those specifically excluded by the Commission.
3. **REVISION DATE:** Disposition of the balance in this account will be established by a Commission decision through a subsequent application or through other appropriate filing as otherwise authorized by the Commission.
4. **RATES:** The FRMMA does not have a rate component.
5. **ACCOUNTING PROCEDURE:** PG&E shall maintain the FRMMA by making entries to this account at the end of each month, or as applicable, as follows (these amounts will exclude costs that have already been authorized in PG&E GRCs or recorded in PG&E's CEMA, FHPMA, WMPMA or other cost recovery mechanisms): (T)
 - a. A debit entry equal to the expenses incurred related to fire risk mitigation work.
 - b. A debit or credit entry equal to the revenue requirement based on the recorded capital costs, net of RF&U, associated with the incremental costs of plant related to fire risk mitigation work. Capital revenue requirements include depreciation expense, return on investment, federal and state income taxes, and property taxes associated with the costs of installed equipment.
 - c. A credit entry to transfer all or a portion of the balance in this FRMMA to other adjustment clauses for future rate recovery, as may be approved by the CPUC.
 - d. A monthly credit entry equal to one-seventeenth (or amortization period approved) of the interim rate relief as authorized by the CPUC in Decision 20-10-026, or future Decisions as authorized by the Commission. (T)
 - e. An entry equal to the interest on the average of the balance in the account at the beginning of the month and the balance in the account after the above entries, at a rate equal to one-twelfth the interest rate on three-month Commercial Paper for the previous month, as reported in the Federal Reserve Statistical Release, H.15, or its successor.

(Continued)



ELECTRIC PRELIMINARY STATEMENT PART HX
WILDFIRE MITIGATION PLAN MEMORANDUM ACCOUNT (WMPMA)

Sheet 1

HX. Wildfire Mitigation Plan Memorandum Account (WMPMA)

1. **PURPOSE:** The purpose of the Wildfire Mitigation Plan Memorandum Account (WMPMA) is to record, pursuant to Assembly Bill (AB) 1054 (Public Utilities Code Section 8386.4 (a)) and a Wildfire Mitigation Plan approved by the Commission, incremental costs incurred to implement an approved wildfire mitigation plan that are not otherwise recovered in PG&E's adopted revenue requirements. Such costs may include expense and capital expenditures for activities including but not limited to: operational practices, inspection programs, system hardening, enhanced vegetation management, enhanced situational awareness, public safety power shutoffs, and alternative technologies. Costs recorded to the WMPMA will not include costs approved for recovery in PG&E General Rate Cases (GRCs) or recovered through PG&E's Catastrophic Event Memorandum Account (CEMA), Fire Hazard Prevention Memorandum Account (FHPMA), Fire Risk Mitigation Memorandum Account (FRMMA), or other cost recovery mechanisms. (T)
(T)
2. **APPLICABILITY:** The WMPMA applies to all customer classes, except for those specifically excluded by the Commission.
3. **REVISION DATE:** Disposition of the balance in this account will be established by a Commission decision through a GRC application or through other appropriate filing as otherwise authorized by the Commission.
4. **RATES:** The WMPMA does not have a rate component.
5. **ACCOUNTING PROCEDURE:** PG&E shall maintain the WMPMA by making entries to this account at the end of each month, or as applicable, as follows:
 - a. A debit entry equal to the expenses, net of RF&U, incurred related to implementation of an approved wildfire mitigation plan.
 - b. A debit or credit entry equal to the revenue requirement based on the recorded capital costs, net of RF&U, associated with the incremental costs of plant related to wildfire reduction work. Capital revenue requirements include depreciation expense, return on investment, federal and state income taxes, and property taxes associated with the costs of installed equipment.
 - c. A credit entry to transfer all or a portion of the balance in this WMPMA to other adjustment clauses for future rate recovery, as may be approved by the CPUC.
 - d. A monthly credit entry equal to one-seventeenth (or amortization period approved) of the interim rate relief as authorized by the CPUC in Decision 20-10-026, or future Decisions as authorized by the Commission. (T)
 - e. An entry equal to the interest on the average of the balance in the account at the beginning of the month and the balance in the account after the above entries, at a rate equal to one-twelfth the interest rate on three-month Commercial Paper for the previous month, as reported in the Federal Reserve Statistical Release, H.15, or its successor.



**ELECTRIC SCHEDULE A-1
SMALL GENERAL SERVICE**

Sheet 1

APPLICABILITY: Schedule A-1 applies to single-phase and polyphase alternating-current service (for a description of these terms, see Section D of Rule 2*). This schedule is not available to residential or agricultural service for which a residential or agricultural schedule is applicable, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section). Customers that are otherwise eligible to take service on Schedule A-1, but are purchasing power to serve electric vehicle charging equipment, are not eligible to take service on this rate schedule.

Effective March 1, 2021, Schedule A-1 is available only to qualifying solar legacy TOU period customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all customers must transition to new Schedule B-1 or other applicable new tariffs with later TOU hours as described below. The non-TOU version of Schedule A-1 is not available for solar legacy TOU period purposes after March 2021

Effective November 1, 2012, Schedule A-1 is closed to customers with a maximum demand of 75 kW or greater for three consecutive months in the most recent twelve months, or with usage of 150,000 kWh per year or greater, and who have at least twelve (12) months of hourly usage data available. Eligibility for A-1 will be reviewed annually and migration of ineligible customers will be implemented once per year, on bill cycles each November, using the same procedures described below for TOU rates adopted in Decision 10-02-032 as modified by Decision 11-11-008.

Effective November 1, 2014, new customers establishing service on Schedule A-1 where a Smart Meter™ is already in place will be charged Schedule A-1 TOU rates.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their legacy TOU periods until the rates with new TOU periods (B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements.

The new rates with revised TOU periods adopted in D.18-08-013 were available on a voluntary opt-in basis for qualifying customers from November 2019 through February 2021.

* The Rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and website at <http://www.pge.com/tariffs>

(Continued)



**ELECTRIC SCHEDULE A-1
SMALL GENERAL SERVICE**

Sheet 3

APPLICABILITY: Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes as discussed above. After the voluntary period ends, beginning March 2021, Schedule B-1, with revised TOU periods, will become mandatory for customers served on this schedule, with exceptions for solar legacy TOU period customers, discussed above. (T)

Beginning in March 2021, Schedule B-1, with revised TOU periods, will become mandatory for customers served on this schedule:

Customers on Schedule A-1 with an interval meter that have at least twelve (12) billing months of hourly usage data available will transition to new Schedule B-1.

Customers on Schedule A-1 with a maximum demand of 75 kW or greater for three consecutive months in the most recent twelve months, or, with usage of 150,000 kWh per year or greater when measured kW is not available and who have at least twelve (12) months of hourly usage data available, will transition to new Schedule B-10.

Customers on the non-TOU option of Schedule A-1 eligible for transition to mandatory TOU rates, including Direct Access and Community Choice Aggregation (DA/CCA) customers, will transition to new Schedule B-1.

The transition of customers no longer eligible for A-1 to new Schedule B-1 (or B-10) with revised TOU periods will occur on the start of the customer's March 2021 billing cycle. Customers will have at least 45-days' notice prior to their scheduled transition date, during which they will continue to take service on this rate schedule. Customers may elect any applicable new rate with revised TOU periods, based on their eligibility, up to five (5) days prior to the planned transition date to the new Schedule B-1 (or B-10).

Exemptions to the mandatory transitions beginning in March 2021 include:

Qualifying customers with solar systems who meet the requirements in Rule 1 Definition of "Behind-the-Meter Solar Legacy TOU Period" and the terms of "Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements" shall be permitted to maintain their legacy TOU rate periods, until the date ten years after their system received its permission to operate (but in no event beyond December 31, 2027 (for public schools) or July 31, 2027 (for all other qualifying). However, rates for those TOU rate periods will be updated with new rates as authorized in applicable PG&E rate proceedings and advice filings.

Customers that do not have a meter that is capable of billing on the new Schedule B-1 by the beginning of their March 2021 billing cycle, may continue service on this schedule until they receive an interval meter and have at least twelve (12) months of hourly usage data available.

The mandatory transition process will then occur in November 2021 and in each November thereafter to transition all applicable remaining A-1 customers to the rates with revised TOU periods.

TERRITORY: This rate schedule applies everywhere PG&E provides electric service.

(Continued)



ELECTRIC SCHEDULE A-10
MEDIUM GENERAL DEMAND-METERED SERVICE

Sheet 1

APPLICABILITY: Schedule A-10 is a demand metered rate schedule for general service customers. Schedule A-10 applies to single-phase and polyphase alternating-current service (for a description of these terms, see Section D of Rule 2*). This schedule is not available to residential or agricultural service for which a residential or agricultural schedule is applicable, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section).

Effective March 1, 2021, Schedule A-10 is available only to qualifying solar legacy TOU period customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all customers must transition to new Schedule B-10 or other applicable new tariffs with later Time-of-Use (TOU) hours as described below. The non-TOU version of Schedule A-10 is not available for solar legacy TOU period purposes after March 2021. (T)

Under Rate Schedule A-10, there is a limit on the demand (the number of kilowatts (kW)) the customer may require from the PG&E system. If the customer's demand exceeds 499 kW for three consecutive months, the customer's account will be transferred to Schedule E-19 or E-20.

Effective November 1, 2014, new customers establishing service on Schedule A-10 where a Smart Meter™ is already in place will be charged Schedule A-10 TOU rates.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their legacy TOU periods until the rates with new TOU periods (B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements. (T)

The new rates with revised TOU periods were available on a voluntary opt-in basis for qualifying customers from November 2019 through February 2021.

* The rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and on the website at <http://www.pge.com/tariffs>.

(Continued)



ELECTRIC SCHEDULE A-10
MEDIUM GENERAL DEMAND-METERED SERVICE

Sheet 3

APPLICABILITY
(CONT'D):

Time-of-Use Rates: Decision 10-02-032, as modified by Decision 11-11-008, makes TOU rates mandatory beginning November 1, 2012, for small and medium Commercial and Industrial (C&I) customers that have at least twelve (12) billing months of hourly usage data available.

Decision 18-08-013 suspends the transition of eligible A-10 customers to mandatory TOU rate beginning November 1, 2018 until the rates with revised TOU periods, as adopted in the same Decision, become mandatory.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes as discussed above. After the voluntary period ends, beginning March 2021, new Schedule B-10, with revised TOU periods, will become mandatory for customers served on this rate schedule, with exceptions for solar legacy customers, discussed above.

(T)

Beginning in March 2021, Schedule B-10, with revised TOU periods, will become mandatory for customers served on this schedule:

Customers on Schedule A-10 with an interval meter and that have at least 12 months of hourly usage data available will transition to the new Schedule B-10.

Customers on the non-TOU option of Schedule A-10 eligible for transition to mandatory TOU rates, including Direct Access and Community Choice Aggregation (DA/CCA) customers, will transition to new Schedule B-10.

The transition of customers no longer eligible for A-10 to new B-10 with revised TOU periods will occur on the start of the customer's March 2021 billing cycle. Customers will have at least 45-days' notice prior to their scheduled transition date, during which they will continue to take service on this rate schedule. Customers may elect any applicable new rate with revised TOU periods, based on their eligibility, up to five (5) days prior to the planned transition date to the new Schedule B-10.

Exemptions to mandatory transitions beginning in March 2021 include:

Qualifying customers with solar systems who meet the requirements in Rule 1 Definition of "Behind-the-Meter Solar Legacy TOU Period" and the terms of "Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements" shall be permitted to maintain their legacy TOU rate periods, until the date ten years after their system received its permission to operate (but in no event beyond December 31, 2027 (for public schools) or July 31, 2027 (for all other qualifying). However, rates for those TOU rate periods will be updated with new rates as authorized in applicable PG&E rate proceedings and advice filings.

Customers that do not have a meter that is capable of billing on the new Schedules B-10 by the beginning of their March 2021 billing cycle, may continue service this schedule until they receive an interval meter and have at least twelve (12) months of hourly usage data available.

The mandatory transition process will then occur in November 2021 and in each November thereafter to transition all applicable remaining A-10 customers to the rates with revised TOU periods.

(Continued)

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted	July 8, 2021
Effective	July 8, 2021
Resolution	



ELECTRIC SCHEDULE A-6
SMALL GENERAL TIME-OF-USE SERVICE

Sheet 1

APPLICABILITY: This time-of-use schedule applies to single-phase and polyphase alternating-current service (for a description of these terms, see Section D of Rule 2*). This schedule is not available to residential or agricultural service for which a residential or agricultural schedule is applicable, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section).

Effective March 1, 2021, Schedule A-6 is available only to qualifying solar legacy TOU period customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all customers must transition to new Schedule B-6 or other applicable new tariffs with later Time-of-Use (TOU) hours as described below. (T)
(T)

Effective April 1, 2017, Schedule A-6 is closed to new customers with a maximum demand of 75 kW or greater for three consecutive months in the most recent twelve months, or with usage of 150,000 kWh per year or greater, and who have at least twelve (12) months of hourly usage data available. For new customers on or after April 1, 2017, eligibility for A-6 will be reviewed annually and migration of ineligible customers will be implemented once per year, on bill cycles each November, using the same procedures described in Schedule A-1 for TOU rates adopted in Decision 10-02-032 as modified by Decision 11-11-008.

Any customer with a maximum demand of 75 kW or greater, or with usage of 150,000 kWh per year or greater, who sent PG&E a letter (via certified mail with a return receipt to establish a delivery record date on or before March 31, 2017) requesting a rate change pursuant to Electric Rule 12, shall be allowed to take service on Schedule A-6 or Schedule B-6 subject to the requirements of Decision 18-08-013.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their legacy TOU periods until the rates with new TOU periods (B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements. (T)
(T)
(T)

The new rates with revised TOU periods adopted in D.18-08-013 were available on a voluntary opt-in basis from November 2019 through February 2021.

* The Rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and website at <http://www.pge.com/tariffs>.

(Continued)



ELECTRIC SCHEDULE AG
TIME-OF-USE AGRICULTURAL POWER

Sheet 2

1.APPLICABILITY: The customer will be served under one of the following default rate plans AG-A1, AG-A2, AG-B, or AG-C, under Schedule AG but may elect any rate for which they are eligible, including rate plans under optional Schedule AG-F with flexible off-peak period days, as set forth in the separate tariff for rate Schedule AG-F.

(Cont'd.)

Rates AG-A1 and AG-A2:

Applies to single-motor installations rated less than 35 kilowatts (kW) and to all multi-load installations aggregating less than 35 kW.

Rates AG-B and AG-C:

Applies to single-motor installations rated 35 kW or more, to multi-load installations aggregating 35 kW or more.

Generally, AG-A1 and AG-B are designed for lower load factor customers with fewer operating hours and contains lower demand charges and higher energy charges than AG-A2 and AG-C respectively. By contrast, AG-A2 and AG-C are generally designed for higher load factor customers with more operating hours, and have higher demand charges and lower energy charges than AG-A1 and AG-B respectively.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Agricultural rate Schedules AG-1, AG-4, AG-5, AG-R and AG-V will be retained as legacy rate schedules with their current TOU periods until the rates with new TOU periods, established in the same proceeding, become mandatory in March 2021. Decision 19-05-010 adopted additional modifications to the agricultural rates adopted in Decision 18-08-013 and delays the mandatory transition of certain qualifying agricultural customers until March 2022. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements. (T)

The rates with revised TOU periods adopted in D.18-08-013 and modified in D.19-05-010, including AG-A1, AG-A2, AG-B, and AG-C under Schedule AG were available to qualifying customers on a voluntary opt-in basis from March 2020 through February 2021. Customers eligible for this rate schedule must have an interval data meter that can be read remotely by PG&E. (T)

Any agricultural customers establishing service on or after March 1, 2020 with an interval meter already in place will be charged the new Schedule AG (or optional Schedule AG-F) rates and are not eligible for legacy agricultural rates.

Beginning on March 1, 2021 customers still served on legacy rate Schedules AG-1, AG-4, AG-5, AG-R or AG-V, with the exception of customers referenced above, will be transitioned to AG-A1, AG-A2, AG-B, or AG-C under Schedule AG with revised TOU periods. Customers may elect any rate for which they are eligible, including rates under optional Schedule AG-F with flexible off-peak period days. The transition notification and default process are further described in the legacy rate Schedules AG-1, AG-4, AG-5, AG-R and AG-V.

(Continued)

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted	July 8, 2021
Effective	July 8, 2021
Resolution	



**ELECTRIC SCHEDULE AG-1
AGRICULTURAL POWER**

Sheet 1

1. APPLICABILITY: A customer will be served under this schedule if 70% or more of the annual energy use on the meter is for agricultural end-uses. Agricultural end-uses consist of:

- (a) growing crops;
- (b) raising livestock;
- (c) pumping water for irrigation of crops; or
- (d) other uses which involve production for sale.

Only agricultural end-uses performed prior to the First Sale of the agricultural product are agricultural end-uses under this criteria, except for the following activities, which are also agricultural end-uses under this criteria: (a) packing and packaging of the agricultural products following the First Sale and before any subsequent sale, and (b) agricultural end-uses by nonprofit cooperatives. Guidelines for interpreting this applicability statement are set forth in Section D of the Rule 1 Definition 'Qualification for Agricultural Rates'.

Schedule AG-1 is a non-Time-of-Use (TOU) rate schedule. Effective March 1, 2021, Schedule AG-1 is available only to qualifying customers without interval meters that can be read remotely by PG&E, and to highly impacted agricultural customers, as specified in greater detail below. Schedule AG-1 is not available for solar legacy TOU period purposes after March 2021. Customers on this tariff with 12 months of interval data prior to March 2021, or prior to March 2022 if highly impacted, and prior to each March thereafter, must either elect service on new opt-in TOU Schedule AG-F, or must transition to a new default AG Schedule with later TOU hours as described below:

(T)

Ag < 35 kW Low Use (AG-A1)
Ag < 35 kW High Use (AG-A2)
Ag 35+ kW Med Use (AG-B)
Ag 35+ kW High Use (AG-C)

None of the above activities may process the agricultural product. Residential dwelling, office, and retail usage are not agricultural end-uses.

The Rule 1 definition 'Qualification for Agricultural Rates' specifies additional activities and meters that will also be served on agricultural rates, and guidelines through the following sections: (B) Other Activities and Meters Also Served on Agricultural Rates, (C) Specific Applications of the March 2, 2006 Applicability Criteria, and (D) Guidelines for Applying the Applicability Criteria.

This schedule is not applicable to service for which a residential or commercial/ industrial schedule is applicable, or to customers with a maximum demand of 500 kW or more. This schedule is also not available to customers whose meter indicates a maximum demand of 200 kW or greater for three consecutive months, except customers that are identified as load research sites. Customers with interval data meters who are not eligible for this rate schedule must be placed on a Time-Of-Use (TOU) rate schedule.

Depending upon the end-use of electricity, the customer will be served under one of the two rates under Schedule AG-1: Rate A or Rate B.

(Continued)



**ELECTRIC SCHEDULE AG-1
AGRICULTURAL POWER**

Sheet 3

1.APPLICABILITY: The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule AG-1 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

(Cont'd.)

Time-of-Use Rates: Decision 10-02-032, as modified by Decision 11-11-008, makes TOU rates mandatory beginning March 1, 2013, for Agricultural customers that have at least twelve (12) billing months of hourly usage data available.

Decision 18-08-013 adopted new TOU periods for all non-residential customer classes. The Decision also suspends the transition of eligible AG-1 customers to mandatory TOU rates beginning March 1, 2019 until the rates with new TOU periods, as adopted in the same Decision, become mandatory. The rates with new TOU periods are expected to become mandatory for agricultural customers in March 2021, concurrent with the resumption of customer transitions to mandatory TOU rates.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes as discussed above. Beginning March 1, 2021, Schedule AG and Schedule AG-F with revised TOU periods, will become mandatory for customers served on this schedule, with exceptions for solar legacy customers, discussed above. (T)

Beginning March 2021, customers served under Schedule AG-1 will transition to the rate plans under Schedule AG with revised TOU periods on a mandatory basis or may elect service under optional Schedule AG-F or any other rate plan for which they are eligible.

Customers on AG-1A with an interval meter that have at least twelve (12) billing months hourly usage data available, and a maximum demand less than 35 kW, will transition to AG-A1 under Schedule AG, or may elect to enroll in AG-A2 or AG-FA under Schedule AG-F.

Customers on AG-1A with an interval meter that have at least twelve (12) billing months hourly usage data available, and a maximum demand of 35 kW or greater, for three consecutive months in the most recent twelve months, will transition to AG-B under Schedule AG, or may elect to enroll in AG-C, or AG-FB or AG-FC under Schedule AG-F.

Customers on AG-1B, with an interval meter that have at least twelve (12) billing months hourly usage data available, will transition to AG-B under Schedule AG, or may elect to enroll in AG-C, or AG-FB or AG-FC under Schedule AG-F.

Summarized below:

Legacy Rate	Defaults to service under Schedule AG:	Or May Opt-In to
AG-1A < 35 kW	<u>AG-A1</u>	AG-A2, AG-FA
AG-1A >= 35 kW, AG-1B	<u>AG-B</u>	AG-C, AG-FB, AG-FC

(Continued)



ELECTRIC SCHEDULE AG-4
TIME-OF-USE AGRICULTURAL POWER

Sheet 1

1. APPLICABILITY: A customer will be served under this schedule if 70% or more of the annual energy use on the meter is for agricultural end-uses. Agricultural end-uses consist of:

- (a) growing crops;
- (b) raising livestock;
- (c) pumping water for irrigation of crops; or
- (d) other uses which involve production for sale.

Only agricultural end-uses performed prior to the First Sale of the agricultural product are agricultural end-uses under this criteria, except for the following activities, which are also agricultural end-uses under this criteria: (a) packing and packaging of the agricultural products following the First Sale and before any subsequent sale, and (b) agricultural end-uses by nonprofit cooperatives. Guidelines for interpreting this applicability statement are set forth with in Section D of the Rule 1 Definition 'Qualification for Agricultural Rates'.

None of the above activities may process the agricultural product. Residential dwelling, office, and retail usage are not agricultural end-uses.

Effective March 1, 2021, Schedule AG-4 is available only to qualifying solar legacy TOU period customers, highly impacted agricultural customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all customers must transition to a new AG Schedule with later TOU hours as described below:

(T)

(T)

Ag < 35 kW Low Use (AG-A1)
Ag < 35 kW High Use (AG-A2)
Ag 35+ kW Med Use (AG-B)
Ag 35+ kW High Use (AG-C)

The Rule 1 definition 'Qualification for Agricultural Rates' specifies additional activities and meters that will also be served on agricultural rates, and guidelines through the following sections: (B) Other Activities and Meters Also Served on Agricultural Rates, (C) Specific Applications of the March 2, 2006 Applicability Criteria, and (D) Guidelines for Applying the Applicability Criteria.

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule AG-4 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

(Continued)



ELECTRIC SCHEDULE AG-4
TIME-OF-USE AGRICULTURAL POWER

Sheet 4

1. APPLICABILITY: The transition of customers no longer eligible for AG-4 to Schedule AG with revised TOU periods will occur on the start of the customer's March billing cycle. Customers will have at least 45-days' notice prior to their scheduled transition date, during which they will continue to take service on this rate schedule. Customers may elect any applicable rate plan with revised TOU periods, based on their eligibility, up to five (5) days prior to the planned transition date to the new Schedule AG.

(Cont'd.)

Exemptions to the mandatory transitions beginning in March 2021 include:

Qualifying customers with solar systems who meet the requirements in Rule 1 Definition of "Behind-the-Meter Solar Legacy TOU Period" and the terms of "Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements" shall be permitted to maintain their legacy TOU rate periods, until the date ten years after their system received its permission to operate (but in no event beyond December 31, 2027 (for public schools) or July 31, 2027 (for all other qualifying). However, rates for those TOU rate periods will be updated with new rates as authorized in applicable PG&E rate proceedings and advice filings.

(T)
(T)

"Highly impacted" customers, defined as those agricultural customers with potential bill increases greater than 7 percent and \$100 annually due to the transition, may remain on their legacy rate schedule for an additional year but must transition to the new rates with revised TOU periods in March 2022. Decision 19-05-010 delays the mandatory transition to rates with revised TOU periods for these "highly impacted" customers and clarifies that net energy metering (NEM) customers, direct access customers, and community choice aggregation customers and accounts beginning service on or after August 9, 2018 are not eligible for "highly impacted" subgroup exemptions from the mandatory TOU transition in March 2021. However, direct access and community choice aggregation customers are also allowed to qualify as highly impacted customers pursuant to a modification granted by the CPUC Executive Director by letter dated November 16, 2020.

Customers that do not have a meter that is capable of billing on the new Schedule AG on or after March 2021, may continue service on this schedule until they receive an interval meter and have at least twelve (12) months of hourly usage data available.

The mandatory transition process will occur each March to transition all applicable remaining AG-4 customers to the rates with revised TOU periods as described above.

All AG-4A and AG-4D customers will convert from connected load demand to metered demand in March 2022 for customers with meters having that capability.

The meters required for this schedule may become obsolete as a result of electric industry restructuring or other action by the California Public Utilities Commission. Therefore, any and all risks of paying the required charges and not receiving commensurate benefit are entirely that of the customer.

Ongoing daily Time-of-Use (TOU) meter charges applicable to customers taking voluntary TOU service under this rate schedule will no longer be applied if the customer has a SmartMeter™ installed.

(Continued)



ELECTRIC SCHEDULE AG-5
LARGE TIME-OF-USE AGRICULTURAL POWER

Sheet 1

1. APPLICABILITY: A customer will be served under this schedule if 70% or more of the annual energy use on the meter is for agricultural end-uses. Agricultural end-uses consist of:

- (a) growing crops;
- (b) raising livestock;
- (c) pumping water for irrigation of crops; or
- (d) other uses which involve production for sale.

Only agricultural end-uses performed prior to the First Sale of the agricultural product are agricultural end-uses under this criteria, except for the following activities, which are also agricultural end-uses under this criteria: (a) packing and packaging of the agricultural products following the First Sale and before any subsequent sale, and (b) agricultural end-uses by nonprofit cooperatives. Guidelines for interpreting this applicability statement are set forth with in Section D of the Rule 1 Definition 'Qualification for Agricultural Rates'.

Effective March 1, 2021, Schedule AG-5 is available only to qualifying solar legacy TOU period customers, highly impacted agricultural customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all customers must transition to a new AG Schedule with later Time-of-use (TOU) hours as described below:

(T)

(T)

Ag < 35 kW Low Use (AG-A1)
Ag < 35 kW High Use (AG-A2)
Ag 35+ kW Med Use (AG-B)
Ag 35+ kW High Use (AG-C)

None of the above activities may process the agricultural product. Residential dwelling, office, and retail usage are not agricultural end-uses.

The Rule 1 definition 'Qualification for Agricultural Rates' specifies additional activities and meters that will also be served on agricultural rates, and guidelines through the following sections: (B) Other Activities and Meters Also Served on Agricultural Rates, (C) Specific Applications of the March 2, 2006 Applicability Criteria, and (D) Guidelines for Applying the Applicability Criteria.

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule AG-5 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

(Continued)

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted	July 8, 2021
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Resolution	



ELECTRIC SCHEDULE AG-F
FLEXIBLE OFF-PEAK TIME-OF-USE AGRICULTURAL POWER

Sheet 2

1.APPLICABILITY: The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule AG-F charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

(Cont'd)

Agricultural customers applying for service under the optional rate Schedule AG-F will be served under one of the rate plans as set forth below:

Rate FA: Applies to single-motor installations rated less than 35 kilowatts (kW) and to all multi-load installations aggregating less than 35 kW.

Rates FB and FC: Applies to single-motor installations rated 35 kW or more, to multi-load installations aggregating 35 kW or more.

Generally, AG-FB is designed for lower load factor customers with fewer operating hours and contains lower demand charges and higher energy charges than AG-FC. By contrast, AG-FC is generally designed for higher load factor customers with more operating hours and has higher demand charges and lower energy charges than AG-FB.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Agricultural rate Schedules AG-1, AG-4, AG-5, AG-R and AG-V will be retained as legacy rate schedules with their current TOU periods until the rate options with new TOU periods, established in the same proceeding, become mandatory in March 2021. Decision 19-05-010 adopted additional modifications to the agricultural rates adopted in Decision 18-08-013 and delays the mandatory transition of certain qualifying agricultural customers until March 2022. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements. (T)
(T)

The rates with revised TOU periods adopted in D.18-08-013 and modified in D.19-05-010, including rates FA, FB, and FC under this Schedule AG-F were available to qualifying customers on a voluntary opt-in basis from March 2020 through February 2021. Customers eligible for this rate schedule must have an interval data meter that can be read remotely by PG&E.

Any agricultural customers establishing service on or after March 1, 2020 with an interval meter that can be read remotely by PG&E already in place will be charged the Schedule AG or Schedule AG-F rates with revised TOU periods and are not eligible for legacy agricultural rates.

(Continued)



ELECTRIC SCHEDULE AG-R
SPLIT-WEEK TIME-OF-USE AGRICULTURAL POWER

Sheet 1

1. **APPLICABILITY:** This schedule is closed to new customers. Customers taking service on this schedule as of May 1, 2012 must maintain continuous service on this schedule to remain eligible for service on this schedule. An exception to this rule will apply only to customers electing to migrate to Peak Day Pricing who subsequently elect to return to this schedule (see Peak Day Pricing Default Rates section).

A customer will be served under this schedule if 70% or more of the annual energy use on the meter is for agricultural end-uses. Agricultural end-uses consist of:

- (a) growing crops;
- (b) raising livestock;
- (c) pumping water for irrigation of crops; or
- (d) other uses which involve production for sale.

Only agricultural end-uses performed prior to the First Sale of the agricultural product are agricultural end-uses under this criteria, except for the following activities, which are also agricultural end-uses under this criteria: (a) packing and packaging of the agricultural products following the First Sale and before any subsequent sale, and (b) agricultural end-uses by nonprofit cooperatives. Guidelines for interpreting this applicability statement are set forthwith in Section D of the Rule 1 Definition 'Qualification for Agricultural Rates'.

None of the above activities may process the agricultural product. Residential dwelling, office, and retail usage are not agricultural end-uses.

Effective March 1, 2021, Schedule AG-R is available only to qualifying solar legacy TOU period customers, highly impacted agricultural customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all customers must transition to a new AG Schedule with later TOU hours as described below: (T)

Ag < 35 kW Low Use (AG-A1)
Ag < 35 kW High Use (AG-A2)
Ag 35+ kW Med Use (AG-B)
Ag 35+ kW High Use (AG-C)

The Rule 1 definition 'Qualification for Agricultural Rates' specifies additional activities and meters that will also be served on agricultural rates, and guidelines through the following sections: (B) Other Activities and Meters Also Served on Agricultural Rates, (C) Specific Applications of the March 2, 2006 Applicability Criteria, and (D) Guidelines for Applying the Applicability Criteria.

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule AG-R charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

(Continued)



ELECTRIC SCHEDULE AG-V
SHORT-PEAK TIME-OF-USE AGRICULTURAL POWER

Sheet 1

1. **APPLICABILITY:** This schedule is closed to new customers. Customers taking service on this schedule as of May 1, 2012 must maintain continuous service on this schedule to remain eligible for service on this schedule. An exception to this rule will apply only to customers electing to migrate to Peak Day Pricing who subsequently elect to return to this schedule (see Peak Day Pricing Default Rates section).

A customer will be served under this schedule if 70% or more of the annual energy use on the meter is for agricultural end-uses. Agricultural end-uses consist of:

- (a) growing crops;
- (b) raising livestock;
- (c) pumping water for irrigation of crops; or
- (d) other uses which involve production for sale.

Only agricultural end-uses performed prior to the First Sale of the agricultural product are agricultural end-uses under this criteria, except for the following activities, which are also agricultural end-uses under this criteria: (a) packing and packaging of the agricultural products following the First Sale and before any subsequent sale, and (b) agricultural end-uses by nonprofit cooperatives. Guidelines for interpreting this applicability statement are set forth in Section D of the Rule 1 Definition 'Qualification for Agricultural Rates'.

None of the above activities may process the agricultural product. Residential dwelling, office, and retail usage are not agricultural end-uses.

Effective March 1, 2021, Schedule AG-V is available only to qualifying solar legacy TOU period customers, highly impacted agricultural customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all customers must transition to a new AG Schedule with later TOU hours as described below:

(T)

(T)

Ag < 35 kW Low Use (AG-A1)
Ag < 35 kW High Use (AG-A2)
Ag 35+ kW Med Use (AG-B)
Ag 35+ kW High Use (AG-C)

The Rule 1 definition 'Qualification for Agricultural Rates' specifies additional activities and meters that will also be served on agricultural rates, and guidelines through the following sections: (B) Other Activities and Meters Also Served on Agricultural Rates, (C) Specific Applications of the March 2, 2006 Applicability Criteria, and (D) Guidelines for Applying the Applicability Criteria.

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule AG-V charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

(Continued)



**ELECTRIC SCHEDULE B-1
SMALL GENERAL SERVICE**

Sheet 1

APPLICABILITY: Schedule B-1 applies to single-phase and polyphase alternating-current service (for a description of these terms, see Section D of Rule 2*). This schedule is not available to residential or agricultural service for which a residential or agricultural schedule is applicable, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section). Customers that are otherwise eligible to take service on Schedule B-1 but are purchasing power to serve electric vehicle charging equipment, are not eligible to take service on this rate schedule.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their legacy TOU periods until the rates with new TOU periods (Schedules B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements. (T)

These new rates with revised TOU periods adopted in D.18-08-013, were available to qualifying customers on a voluntary opt-in basis from November 2019 through February 2021. (T)

Customers eligible for this rate schedule must have an interval data meter that can be read remotely by PG&E. Beginning March 2021, customers still served on Schedule A-1, with the exception of solar legacy TOU period customers referenced above, will be transitioned to Schedule B-1 with revised TOU periods. The mandatory transition process is further described in the legacy rate Schedule A-1. (T)

Customers with a maximum demand of 75 kW or greater for three consecutive months in the most recent twelve months are not eligible for service under this rate schedule. Eligibility for B-1 will be reviewed annually and the transition of customers that are no longer eligible for service on this rate schedule to Schedule B-10 will occur on the start of the customer's November billing cycle, or to Schedule B-19 Mandatory for customers with a maximum demand of 499 kW or greater for three consecutive months in the most recent twelve months. These customers will have at least 45-day notice prior to their planned transition date, during which they will continue to take service on this rate schedule. Customers may elect any other applicable rate schedule up to five (5) days prior to the planned transition date to Schedule B-10.

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers served under this schedule whose premises are regularly supplied in part (but not in whole) by electric energy from a non-utility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule B-1 charges. Exemptions to Standby Charges are outlined in the Standby Applicability Section of this rate schedule.

* The Rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and website at <http://www.pge.com/tariffs>

(Continued)



ELECTRIC SCHEDULE B-10
MEDIUM GENERAL DEMAND-METERED SERVICE

Sheet 1

APPLICABILITY: Schedule B-10 is a demand metered rate schedule for general service customers. Schedule B-10 applies to single-phase and polyphase alternating-current service (for a description of these terms, see Section D of Rule 2*). This schedule is not available to residential or agricultural service for which a residential or agricultural schedule is applicable, except for single phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section).

Decision 18-08-013 adopted new TOU periods for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their legacy TOU periods until the rates with new TOU periods (Schedules B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements. (T)

These new rates with revised TOU periods adopted in D.18-08-013 were available to qualifying customers on a voluntary opt-in basis from November 2019 through February 2021.

Customers eligible for this rate schedule must have an interval data meter that can be read remotely by PG&E. Beginning on March 2021, customers still served on Schedule A-10, with the exception of solar legacy TOU period customers referenced above, will be transitioned to Schedule B-10 with revised TOU periods. The transition notification and default process are further described in the legacy rate Schedule A-10. (T)

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers served under this schedule whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule B-10 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

Eligibility for Schedule B-10: Under Rate Schedule B-10, there is a limit on the demand (the number of kilowatts (kW)) the customer may require from the PG&E system. If the customer's demand exceeds 499 kW for three consecutive months, the customer's account will be transferred to Schedule B-19 or B-20. However, there is no minimum demand requirement to be served under this rate Schedule.

Assignment of New Customers: If a customer is new and PG&E believes that the customer's maximum demand will be between 75 and 499 kilowatts and that the customer should not be served under an agricultural or residential rate schedule, PG&E will serve the customer's account under the provisions of Rate Schedule B-10.

* The rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and on the website at <http://www.pge.com/tariffs>.

(Continued)

Advice	6242-E	Issued by	Submitted	July 8, 2021
Decision		Robert S. Kenney	Effective	July 8, 2021
		Vice President, Regulatory Affairs	Resolution	



ELECTRIC SCHEDULE B-19

Sheet 1

MEDIUM GENERAL DEMAND-METERED TOU SERVICE

1. APPLICABILITY: **Initial Assignment:** A customer must take service under Schedule B-19 if: (1) the customer's load does not meet the Schedule B-20 requirements, but, (2) the customer's maximum billing demand (as defined below) has exceeded 499 kilowatts for at least three consecutive months during the most recent 12-month period (referred to as Schedule B-19). If 70 percent or more of the customer's energy use is for agricultural end-uses, the customer will be served under an agricultural schedule. Schedule B-19 is not applicable to customers for whom residential service would apply, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section).

Decision 18-08-013 adopted new TOU periods for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their legacy TOU periods until the rates with new TOU periods (Schedules B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1*, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements. (T)

These new rates with revised TOU periods adopted in D.18-08-013 were available to qualifying customers on a voluntary opt-in basis from November 2019 through February 2021.

Customers eligible for this rate schedule must have an interval data meter that can be read remotely by PG&E. Beginning on March 2021, customers still served on Schedule E-19, with the exception of solar legacy TOU period customers referenced above, will be transitioned to Schedule B-19. The transition notification and default process are further described in the legacy rate Schedule E-19. (T)

Customer accounts which fail to qualify under these requirements will be evaluated for transfer to service under a different applicable rate schedule.

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers served under this schedule whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule B-19 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

Eligibility for Schedule B-19: This schedule is available on a voluntary basis for customers with maximum billing demands less than 500 kW. Customers voluntarily taking service on this schedule are subject to all the terms and conditions below, unless otherwise specified in Section 13. If a customer's maximum demand has failed to exceed 499 kilowatts for 12 consecutive months, PG&E will transfer that customer's account to voluntary B-19 service or to a different applicable rate schedule..

* The rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and on the website at <http://www.pge.com/tariffs>.

(Continued)



ELECTRIC SCHEDULE B-20
SERVICE TO CUSTOMERS WITH MAXIMUM
DEMANDS of 1000 KILOWATTS or MORE

Sheet 1

1. APPLICABILITY: **Initial Assignment:** A customer is eligible for service under Schedule B-20 if the customer's maximum demand (as defined below) has exceeded 999 kilowatts for at least three consecutive months during the most recent 12-month period. If 70 percent or more of the customer's energy use is for agricultural end-uses, the customer will be served under an agricultural schedule.

Customer accounts which fail to qualify under these requirements will be evaluated for transfer to service under a different applicable rate schedule.

Decision 18-08-013 adopted new TOU periods for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their legacy TOU periods until the rates with new TOU periods (Schedules B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements.

(T)

(T)

(T)

These new rates with revised TOU periods were available to qualifying customers on a voluntary opt-in basis from November 2019 through February 2021.

Customers eligible for this rate schedule must have an interval data meter that can be read remotely by PG&E. Beginning on March 2021, customers still served on Schedule E-20, with the exception of solar legacy TOU period customers referenced above, will be transitioned to Schedule B-20. The transition notification and default process are further described in the legacy rate Schedule E-20.

(T)

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers served under this schedule whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule B-20 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

Transfers Off of Schedule B-20: PG&E will review its Schedule E-20 accounts annually. A customer will be eligible for continued service on Schedule B-20 if its maximum demand has either: (1) Exceeded 999 kilowatts for at least 5 of the previous 12 billing months; or (2) Exceeded 999 kilowatts for any 3 consecutive billing months of the previous 14 billing months. If a customer's demand history fails both of these tests, PG&E will transfer that customer's account to service under a different applicable rate schedule.

Assignment of New Customers: If a customer is new and PG&E believes that the customer's maximum demand will exceed 999 kilowatts and that the customer should not be served under a time-of-use agricultural schedule, PG&E will serve the customer's account under Schedule B-20.

(Continued)



ELECTRIC SCHEDULE B-6
SMALL GENERAL TIME-OF-USE SERVICE

Sheet 1

APPLICABILITY: Schedule B-6, a time-of-use schedule, applies to single-phase and polyphase alternating-current service (for a description of these terms, see Section D of Rule 2*). This schedule is not available to residential or agricultural service for which a residential or agricultural schedule is applicable, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section).

Decision 18-08-013 adopted new TOU periods for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their legacy TOU periods until the rates with new TOU periods (Schedules B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements. (T)

These new rates with revised TOU periods adopted in D.18-08-013 were available to qualifying customers on a voluntary opt-in basis from November 2019 through February 2021.

Customers eligible for this rate schedule must have an interval data meter that can be read remotely by PG&E. Beginning on March 2021, customers still served on Schedule A-6, with the exception of solar legacy TOU period customers referenced above, will be transitioned to Schedule B-6 with revised TOU periods. The mandatory transition process is further described in the legacy rate Schedule A-6. (T)

Customers with a maximum demand of 75 kW or greater for three consecutive months in the most recent twelve months are not eligible for service on this rate schedule except as noted: customers served on Schedule A-6 or who sent PG&E a letter (via certified mail with a return receipt to establish a delivery record date) requesting a rate change pursuant to Electric Rule 12, on or before March 31, 2017 shall be allowed to take service on Schedule B-6 and will be exempt from annual 75 kW eligibility reviews, but will be subject to placement on Mandatory B-19 if over 499 kW for three consecutive months. Eligibility for B-6 will be reviewed annually and the transition of customers that are no longer eligible for service on this rate schedule to Schedule B-10 will occur on the start of the customers' November billing cycle. These customers will have at least 45-days' notice prior to their planned transition, during which they will continue to take service on this rate schedule. Customers may elect any other applicable rate schedule up to five (5) days prior to the planned transition date to Schedule B-10.

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers served under this schedule whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule B-6 charges. Exemptions are outlined in the Standby Applicability Section of this rate schedule.

* The Rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and website at <http://www.pge.com/tariffs>.

(Continued)



ELECTRIC SCHEDULE E-19

Sheet 1

MEDIUM GENERAL DEMAND-METERED TOU SERVICE

1. APPLICABILITY: **Initial Assignment:** A customer must take service under Schedule E-19 if: (1) the customer's load does not meet the Schedule E-20 requirements, but, (2) the customer's maximum billing demand (as defined below) has exceeded 499 kilowatts for at least three consecutive months during the most recent 12-month period (referred to as Schedule E-19). If 70 percent or more of the customer's energy use is for agricultural end-uses, the customer will be served under an agricultural schedule. Schedule E-19 is not applicable to customers for whom residential service would apply, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section).

Customer accounts which fail to qualify under these requirements will be evaluated for transfer to service under a different applicable rate schedule.

Effective March 1, 2021, Schedule E-19 is available only to qualifying solar legacy TOU period customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all customers must transition to new Schedule B-19 or other applicable new tariffs with later Time-of-Use (TOU) hours as described below. (T)

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their legacy TOU periods until the rates with new TOU periods (B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1*, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements. (T)

The new rates with revised TOU periods were available on a voluntary opt-in basis for qualifying customers from November 2019 through February 2021. (T)

* The rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and on the website at <http://www.pge.com/tariffs>.

(Continued)



ELECTRIC SCHEDULE E-20
SERVICE TO CUSTOMERS WITH MAXIMUM
DEMANDS of 1000 KILOWATTS or MORE

Sheet 1

1. APPLICABILITY: **Initial Assignment:** A customer is eligible for service under Schedule E-20 if the customer's maximum demand (as defined below) has exceeded 999 kilowatts for at least three consecutive months during the most recent 12-month period. If 70 percent or more of the customer's energy use is for agricultural end-uses, the customer will be served under an agricultural schedule.

Customer accounts which fail to qualify under these requirements will be evaluated for transfer to service under a different applicable rate schedule.

Effective March 1, 2021, Schedule E-20 is available only to qualifying solar legacy TOU period customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all customers must transition to new Schedule B-20 or other applicable new tariffs with later Time-of-Use (TOU) hours as described below. (T)
(T)
(T)

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their legacy TOU periods until the rates with new legacy TOU periods (B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing TOU periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements. (T)
(T)
(T)

The new rates with revised TOU periods were available on a voluntary opt-in basis for qualifying customers from November 2019 through February 2021.

* The rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and on the website at <http://www.pge.com/tariffs>.

(Continued)



ELECTRIC SCHEDULE E-6
RESIDENTIAL TIME-OF-USE SERVICE

Sheet 1

APPLICABILITY: This voluntary schedule is available to customers for whom Schedule E-1 applies, but is closed to new customers effective May 31, 2016 pursuant to California Public Utilities Commission (CPUC) Decision 15-11-013.

The meters required for this schedule may become obsolete as a result of electric industry restructuring or other action by the CPUC. Therefore, any and all risks of paying the required charges and not receiving commensurate benefit are entirely that of the customer.

Ongoing daily Time-of-Use (TOU) meter charges applicable to customers taking voluntary TOU service under this rate schedule will no longer be applied if the customer has a SmartMeter™ installed.

Residential customers with pending interconnection requests submitted prior to May 31, 2016 selecting an E-6 rate will be allowed to take service on E-6 in the case where the processing of the interconnection request is finished after E-6 is officially closed. Customers must remain continuously on Schedule E-6 to remain eligible for Schedule E-6 after May 31, 2016. (T)

The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule E-6 charges. See Special Conditions 10 and 11 of this rate schedule for exemptions to standby charges.

TERRITORY: This rate schedule applies everywhere PG&E provides electric service.

(Continued)

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Decision

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ELECTRIC SCHEDULE E-6
RESIDENTIAL TIME-OF-USE SERVICE

Sheet 5

SPECIAL
CONDITIONS:
(Cont'd.)

3. TIME PERIODS (Cont'd.):

Pursuant to CPUC Decision 15-11-013, the TOU time periods described above will remain in place only through December 31, 2021, after which the peak period hours will transition to later in the day.

In 2022, the times of year and times of the day will be defined as follows:

Summer (service from June 1 through September 30):

Peak:	4:00 p.m. to 9:00 p.m.	Monday through Friday
Partial-Peak:	2:00 p.m. to 4:00 p.m.	
	AND 9:00 p.m. to 10:00 p.m.	Monday through Friday
	Plus 5:00 p.m. to 8:00 p.m.	Saturday and Sunday
Off-Peak:	All other times including Holidays.	

Winter (service from October 1 through May 31):

Partial-Peak:	5:00 p.m. to 8:00 p.m.	Monday through Friday
Off-Peak:	All other times including Holidays.	

In 2023, all remaining legacy Schedule E-6 customers shall be transitioned to PG&E's then-existing default residential rate schedule, unless they indicate that they instead prefer to take service under a then-existing optional schedule.

(T)

(Continued)



ELECTRIC SCHEDULE E-DCG
DEPARTING CUSTOMER GENERATION CG

Sheet 4

**SPECIAL
CONDITIONS:
(Cont'd.)**

1. **DEFINITIONS: (Cont'd.)**
 - b. **Customer Generation Departing Load: (Cont'd.)**
 - (4) Load that physically disconnects from the utility grid.
 - (5) Changes in the distribution of load among accounts at a customer site with multiple accounts, load resulting from the reconfiguration of distribution facilities on the customer site, provided that the changes do not result in a discontinuance or reduction of service from PG&E at that location.
 - c. **Otherwise Applicable Rate Schedule:** The Otherwise Applicable Rate Schedule shall be the last schedule under which the customer took service before load was displaced by Customer Generation. Where the departing load was not previously served by a utility, the Otherwise Applicable Schedule will be the rate schedule the customer would have taken service under, had the load been served by PG&E.
2. **EXEMPTIONS AND EXCEPTIONS:** Customer Generation Departing Load is exempted or excepted from some or all of the rates described above to the extent set forth below. Unless exempted or excepted in Special Conditions 2.a. through 2.h., all usage displaced from the grid by the Customer Generation is subject to the Wildfire Fund Charge, Power Charge Indifference Adjustment, CTC, ND Charge, PPP Charge, and either RA Charge or ECRA Charge. A customer-generator eligible for net metering based on PU Code Section 2827, Section 2827.9 or Section 2827.10 is responsible for all charges in the Rates Section based on their net consumption, except as provided in future Commission decisions. A customer-generator taking service under PU Code Section 2827.1 is responsible for all charges in the Rates Section based on their net consumption, plus PPP Charge, Wildfire Fund Charge, CTC and ND Charge as described in Electric Schedule NEM2, NEM2V, NEM2VMSH, or NEM2VSOM.
 - a. **Load That Departed As Of February 1, 2001.** Customer Generation Departing Load that began to receive service from Customer Generation on or before February 1, 2001, except during any period and to the extent that the Customer Generation Departing Load thereafter receives bundled or direct access service, is exempt from the Wildfire Fund Charge, Power Charge Indifference Adjustment, RA Charge, and ECRA Charge.
 - b. **Legacy Load.** Customer Generation Departing Load, not otherwise exempted under Special Condition 2.a. above, or Special Condition 2.c., 2.d., 2.e., or 2.h. below, that commenced commercial operation on or before January 1, 2003, or for which (a) an application for authority to construct was submitted to the lead agency under the California Environmental Quality Act, not later than August 29, 2001, and (b) commercial operation commenced not later than January 1, 2004, is exempted from the Power Charge Indifference Adjustment, RA Charges, and ECRA Charge. (T)
 - c. **Biogas Digesters.** Customer Generation Departing Load served by an eligible biogas digester customer-generator, as defined in Public Utilities Code Section 2827.9, is exempt from the Wildfire Fund Charge, Power Charge Indifference Adjustment, RA Charge, ECRA Charge, ND Charge, PPP Charge, and CTC, to the extent that such load falls within the Customer Generation Cap described in Special Condition 2.g. below.*

* Public Utilities Code Section 2827.9 was repealed effective January 1, 2012. This exemption is not available to new Biogas Digesters.

(Continued)



**ELECTRIC SCHEDULE EV
RESIDENTIAL TIME-OF-USE
SERVICE FOR PLUG-IN ELECTRIC VEHICLE CUSTOMERS**

Sheet 1

APPLICABILITY: This optional experimental schedule applies to electric service to customers for whom Schedule E-1 applies and who have a currently registered Motor Vehicle, as defined by the California Motor Vehicle Code, which is a battery electric vehicle (BEV) or plug-in hybrid electric vehicle (PHEV) recharged via a recharging outlet at the customer's premises. This schedule is not available to customers with a conventional, charge sustaining (battery recharged solely from the vehicle's on-board generator) hybrid electric vehicle (HEV). Low speed electric vehicles and electrically powered motorcycles or bicycles, as defined by the California Motor Vehicle Code, are not eligible for this rate option. Service under this schedule is provided at the sole option of PG&E and based upon the availability of metering equipment and customer infrastructure improvements necessary for charging. Rate A of Schedule EV is closed to new enrollment.

Beginning on the later of July 1, 2019 or the date the new electric vehicle charging rate becomes available for enrollment, customers taking service on Rate A or Rate B of this rate schedule cannot exceed 800% of their annual baseline allowance, measured as the total usage for the customer over the last 12 months divided by the total annual baseline allowance using the approved baseline allowances for those months. Customers at premises with total usage in excess of 800 percent of baseline over 12 months will be moved to Schedule E-TOU-D and will be prohibited from taking service on any electric vehicle rate schedule for 12 months. Customers must have 12 months of consecutive usage on this Rate Schedule before being subject to the requirement of being moved from Schedule EV to Schedule E-TOU-D as a result of exceeding the 800 percent of baseline 12-month threshold.

Pursuant to D.17-01-006, as revised by D. 17-02-017 and D. 17-10-018, for legacy service, certain solar customers will be allowed to continue service on Rate A of this schedule. Specifically, solar customers that interconnected by December 16, 2016, and elected service under Schedule EV prior to July 31, 2017, are allowed to retain service under this schedule for five years after issuance of the permission to operate, but no later than July 31, 2022. In addition, pursuant to D. 16-01-044, net energy metering customers that interconnected after December 15, 2016 and elected service on Rate Option A of this rate schedule may also continue service on this rate schedule for a period of 5 years from the date the customer commenced service on the NEM 2.0 rate, but no later than November 30, 2025. Existing EV-A customers seeking to commence service on NEM2.0 rate and continue service on EV-A for up to 5 years must submit an interconnection application by November 30, 2019 (T)

The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule EV charges. See Special Condition 6 of this rate schedule for exemptions to standby charges.

Depending on the manner in which customers will fuel their vehicle, one of the following rates will apply:

- Rate A: Applies to all applicable customers unless they qualify for and choose Rate B.
- Rate B: Applies to all applicable customers with a separately metered BEV or PHEV recharging outlet.

TERRITORY: This rate schedule applies everywhere PG&E provides electric service.

(Continued)



ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 3

APPLICABILITY: **C. Modifications: (Cont'd.)** NEM Transition Eligible Customers, NEMV Transition Eligible Customers or NEMVMASH Transition Eligible Customers making modifications that increase the Renewable Electrical Generation Facility's size by more than the above amounts may either choose to (i) meter the additions separately under the successor tariff or (ii) elect for the whole system to take service under the successor tariff.

D. Change Party: Renewable Electrical Generation Facilities for NEM Transition Eligible Customers, NEMV Transition Eligible Customers or NEMVMASH Transition Eligible Customers shall not lose eligibility if transferred to a new owner, operator, or PG&E account at the original location, except if the Transition Option is selected.

E. Storage: Integrated storage or directly connected storage as defined Special Condition 11 shall be treated in the same way, and be subject to the same transition period, as the underlying REGF to which they are connected.

F. Natural or Man-Made Disasters¹: NEM Transition Eligible Customers whose eligible generator needs to be replaced due to a natural or man-made disaster will maintain their NEM transition period status as laid out in this section and Special Condition 10. (T)

Customers seeking generator interconnections in portions of San Francisco and Oakland where PG&E has a network grid must contact PG&E about generation export limitations.

A Renewable Electrical Generation Facility means a generating facility that generates electricity by using:

- a) biomass,
- b) solar thermal,
- c) photovoltaic,
- d) wind,
- e) geothermal,
- f) fuel cells using renewable fuels,
- g) small hydroelectric generation (but a small hydroelectric generation facility is not an eligible Renewable Electrical Generation Facility if it will cause an adverse impact on instream beneficial uses or cause a change in the volume or timing of streamflow),
- h) digester gas,
- i) municipal solid waste conversion,
- j) landfill gas,
- k) ocean wave,
- l) ocean thermal, or
- m) tidal current,

and any additions or enhancements to the facility using that technology pursuant to paragraph (1) of subdivision (a) of Section 25741 of the Public Resources Code. These renewable sources are defined in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.²

¹ Natural or man-made disasters includes such events as a fire, earthquake, flood, or severe storms.

² The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>

(Continued)

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**ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE**

Sheet 1

APPLICABILITY: This net energy-metering schedule pursuant to Decision (D.) 16-01-044 is applicable to a customer who takes service on an applicable time-of-use (TOU) rate schedule^{1,2} and who uses a Renewable Electrical Generation Facility (REGF) as defined below that is located on the customer's owned, leased, or rented premises, is interconnected and operates in parallel with PG&E's transmission and distribution systems, and is intended primarily to offset part or all of the customer's own electrical requirements (hereinafter "eligible customer-generator" or "customer"). For a NEM REGF paired with storage, see Special Condition 9.

Notwithstanding the definition of "eligible customer-generator" above, eligible customer generator also includes (i) the California Department of Corrections and Rehabilitation (CDCR) pursuant to Special Condition 7 of this tariff.

Subject to the requirements of Special Condition 6, Load Aggregation to determine the customer's own electrical requirements is permitted. Certain incremental billing and metering costs set forth in this schedule that are related to net energy metering are applicable to Electric Service Providers (ESPs) serving eligible customer-generators.

This service is not applicable to a Direct Access (DA) customer where the customer's ESP does not offer a net energy metering tariff. In addition, if the tariffs for the customer's ESP do not permit Load Aggregation, as described in Special Condition 6, this option is not available to the DA customer. In addition, if an eligible customer-generator participates in direct transactions with an ESP that does not provide distribution service for the direct transactions, the ESP, and not PG&E, is obligated to provide net energy metering to the customer.

This rate schedule is available to customers that provide PG&E with:

- (a) a completed, signed Net Energy Metering Application and Interconnection Agreement as described in Special Condition 3 including all supporting documents and required payments; AND
- (b) evidence of the customer's final inspection clearance from the governmental authority having jurisdiction over the REGF,

See Special Condition 8 for NEM2 Legacy Provisions.

(T)

¹ Customers on Schedules such as ET, ES, and ESR, which have no corresponding TOU Rate, are not required to switch to TOU rates, unless and until such a rate becomes available.

² Customers, including those on Load Accounts on NEMA as described in Special Condition 6, switching from Schedule NEM to this NEM2 successor tariff are required to take any applicable TOU rate, beginning at the time the customer switches to the NEM successor tariff, pursuant to D.14-03-041 and D. 16-01-044.

(Continued)



**ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE**

Sheet 26

**SPECIAL
CONDITIONS:
(Cont'd.)**

8. NEM2 Legacy Provisions

(T)

This Special Condition is applicable to all Customers receiving service on Schedules NEM2, NEM2V, and NEM2VMSH ("the NEM-2 Schedules") and who have submitted all documentation necessary to receive service on the NEM-2 schedules.

- a. 20-Year Transition Period. Pursuant to D.16-01-044, Customers who are receiving service on the NEM-2 schedules, or who have submitted all documentation necessary to receive service on a NEM-2 Schedule, are eligible to continue receiving service on that NEM-2 Schedule for a period of 20 years from the original year in which their Generating Facility was interconnected to PG&E's grid, indicated by and measured from the date on which the Customer originally received permission to operate (PTO) the Generating Facility from PG&E and ending at the conclusion of the Customer's applicable Relevant Period that ends immediately on or after the 20th anniversary of the original PTO date. For example, if a Customer initially received PTO on April 1, 2018, the Customer is eligible to continue receiving service on this Schedule through the conclusion of the Relevant Period ending immediately on or after March 31, 2038.

Customers served on Schedule NEM, NEMV, or NEMVMASH who elect to make a one-time switch to the corresponding NEM-2 Schedule prior to the conclusion of their Schedule NEM, NEMV or NEMVMASH 20-year transition period can continue service under the corresponding NEM-2 Schedule from the date of their original Schedule NEM, NEMV or NEMVMASH PTO date; these Customers may not restart their 20-year transition period by electing to move to this Schedule. Customers electing to switch to the corresponding NEM-2 Schedule prior to the conclusion of their Schedule NEM, NEMV or NEMVMASH 20-year transition period permanently forfeit any of their Generating Facility's remaining transition period eligibility on Schedule NEM, NEMV or NEMVMASH and may not later change back to receiving service under Schedule NEM, NEMV or NEMVMASH.

(Continued)

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**ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE**

Sheet 27

SPECIAL
CONDITIONS:
(Cont'd.)

8. NEM2 Legacy Provision (Cont'd.) (T)
- b. Modifications⁷. REGFs eligible for the 20-year transition period outlined above that are modified and/or repaired shall remain eligible for the remainder of their 20-year transition period as long as the modifications and/or repairs do not increase the REGF by more than the greater of:
- 1) 10 percent of the REGF's nameplate rating capacity, as established when the REGF was originally interconnected, or
 - 2) 1 kW;
- and provided the modifications and/or repairs do not result in the REGF exceeding the Customer's annual onsite load.
- c. Transferability. REGF eligible for the 20-year transition period shall not lose their eligibility if transferred to a new owner, operator, or PG&E account, provided the REGF remains at its original location.⁸

⁷ Customers making modifications and/or additions to their REGF that exceed the 10 percent or 1 kW limit referenced above have the option of either metering the additions and/or modifications separately under another eligible tariff or other authorized process, or having the entire REGF served under another eligible tariff, subject to the terms and conditions contained therein. This requirement will only be enforced upon the development of a new NEM Successor Tariff that supersedes D.16-01-044, or by the direction of the CPUC.

⁸ The transfer of an existing REGF to a new location is considered a new installation requiring a new Interconnection Agreement that is subject to the applicable tariffs in place at the time the new Interconnection Request is completed.

(Continued)

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ELECTRIC SCHEDULE NEM2V
VIRTUAL NET ENERGY METERING SERVICE

Sheet 2

APPLICABILITY: (Cont'd.) Property: All of the real property and apparatus employed in a single multi-tenant or multi-meter facility on contiguous parcels of land. These parcels may be divided by a dedicated street, highway or public thoroughfare or railway, so long as they are otherwise contiguous, part of the same single multi-tenant or multi-meter facility, and all under the same ownership.

Customers on this Schedule NEM2V will be covered under the Special Condition titled, *NEM2 Legacy Provisions*, in Schedule NEM2. Customers meeting those conditions are referred to as "NEM2V Transition Eligible Customers". (T)

The exports from the Generator Account are allocated to the Benefitting Accounts as described in the Special Condition 3 below.

The Generator Account and the Benefitting Accounts will be referred to collectively in this tariff as a "NEM2V Arrangement."

A Qualified Customer is either:

- 1) the Owner or Operator of the multi-tenant, multi-meter Eligible NEM2V Development with one or more separately metered accounts;
- 2) an entity authorized by the owner to install and/or operate the REGF on the Eligible NEM2V Development and who will be the IOU's customer of record for the REGF; or
- 3) a tenant/occupant⁵ in the Eligible NEM2V Development with a separately metered account, which received credit from the REGF.

Qualified Customers may continue to take service on this tariff for up to 20 years from the date of the original interconnection of their REGF, subject to Commission jurisdiction if the NEM2V Arrangement is not terminated. As provided in D.14-03-041, any customer that switches to this NEM2V tariff from the NEMV tariff may remain on this NEM2V tariff for 20 years from the original year of the interconnection of their system.

⁵ While this refers to a single metered tenant/occupant, "Multi-Meter Property" requires that there be two or more tenant/occupants, each with its own utility revenue meter participating in the NEM2V Arrangement, in addition to the (N) Generator Account meter.

(Continued)



ELECTRIC SCHEDULE NEM2VMSH
VIRTUAL NET ENERGY METERING FOR MULTIFAMILY
AFFORDABLE HOUSING (MASH/NSHP) WITH SOLAR GENERATOR(S)

Sheet 1

APPLICABILITY: This virtual net energy-metering schedule is applicable to Customers, who operate (a) solar generator(s) in parallel with PG&E's electric system, all on the same Premises¹ for:

- a. an existing building or buildings are or would have been qualified for PG&E's California Solar Initiative (CSI) Multifamily Affordable Solar Housing (MASH) Program, or
- b. new, "Affordable Housing" consisting of one or more buildings that are or would have been qualified for the New Solar Homes Partnership (NSHP) Program in PG&E's service territory, or
- c. an existing building or buildings that are or would have been qualified for the State of California's Low-Income Weatherization Program (LIWP) Program,

Customers on this Schedule NEM2VMSH will be covered under the Special Condition titled *NEM2 Legacy Provisions*, in Schedule NEM2. Customers meeting those conditions are referred to as "NEM2VMSH Transition Eligible Customers".

(T)

¹ Customers may elect to serve Accounts located at multiple Customer Service Delivery Points within their "Eligible Low Income Development" so as to fully utilize their solar generator(s) also sited within their "Eligible Low Income Development."

(Continued)



ELECTRIC SCHEDULE NEM2VSOM
VIRTUAL NET ENERGY METERING SOLAR ON MULTIFAMILY
AFFORDABLE HOUSING (SOMAH) PROPERTIES

Sheet 1

APPLICABILITY: This virtual net energy-metering schedule is applicable to Customers, who operates one or more solar generators¹ ("Eligible Solar Generating Facility", "ESGF") in parallel with PG&E's electric system, all on the same Eligible Low Income Development (as defined below) where the existing building or buildings receives incentives under the Solar on Multifamily Affordable Housing (SOMAH) program.²

An "Eligible Low Income Development" is defined as all of the real property and apparatus employed in a single low income housing enterprise on contiguous parcels of land. These parcels may be divided by a dedicated street, highway or public thoroughfare or railway, so long as they are otherwise contiguous and part of the same single low income housing enterprise, and all under the same ownership.

Customers on this Schedule NEM2VSOM will be covered under Special Condition 9, *NEM2 Legacy Provisions*, in Schedule NEM2.

(T)

Certain incremental billing and metering costs set forth in this schedule that are related to net energy metering are applicable to Electric Service Providers (ESPs) and Community Choice Aggregators (CCA's) serving a Customer with a Load Account (as defined below in the Applicability, Account Types section).

This service is not applicable to a Direct Access (DA) Customer with a Load Account, where the Customer's ESP does not offer a net energy metering tariff. In addition, if the Customer participates in direct transactions with an ESP that does not provide distribution service for the direct transactions, the ESP, and not PG&E, is obligated to provide virtual net energy metering for multifamily affordable housing to the Customer.

¹ Consistent with Decision (D.) 14-05-033, as modified by D.16-01-044. NEM paired storage may be interconnected under this tariff, subject to the metering and sizing requirements specified in D.14-05-33. For a Solar Generating Facilities with storage (NEM2VSOM Storage), please see Special Condition 5.

² Pursuant to CPUC Decision 17-12-022, "the new SOMAH program will provide incentives for the installation of solar distributed generation projects sited on existing multifamily affordable housing. In doing so, the SOMAH program will ensure that the benefits of such solar generation systems, especially the bill credits customers can receive with net-metered on-site solar generation, accrue primarily to the tenants of participating properties."

(Continued)



ELECTRIC RULE NO. 15
DISTRIBUTION LINE EXTENSIONS

Sheet 3

A. GENERAL (Cont'd.)

3. UNDERGROUND DISTRIBUTION LINE EXTENSIONS

- a. UNDERGROUND REQUIRED. Underground Distribution Line Extensions shall be installed where required to comply with applicable laws and ordinances or similar requirements of governmental authorities having jurisdiction and where PG&E maintains or desires to maintain underground distribution facilities. For example, underground Distribution Line Extensions are required for all new: (1) Residential Subdivisions (except as provided for in Section H), (2) Residential Developments, (3) Commercial Developments, (4) Industrial Developments, and (5) locations that are in proximity to and visible from designated Scenic Areas.
- b. UNDERGROUND OPTIONAL. When requested by Applicant and agreed upon by PG&E, underground Distribution Line Extensions may be installed in areas where it is not required, as provided in Section A.3.a.
- c. Beginning January 1, 2021, PG&E will no longer accept requests under the Special Facilities provision of Rule 2, Section I, for underground distribution systems that call for specified pieces of electrical equipment to be installed in below-ground structures in circumstances where it is technically feasible to install the equipment above ground. Such requests will no longer be accepted for situations indicated in A.3.c.i, A.3.c.ii, and with certain exceptions A.3.c.iii, below. However, all requests which call for below ground installations that are received by PG&E prior to January 1, 2021 will have "legacy" status and not subject to the provisions of this Rule section. These legacy requests must be approved by PG&E for construction by April 1, 2021 and installed by April 1, 2022.

(T)
(T)
- i. New construction on any property except public property and public rights-of-way;
- ii. Circumstances in which capacity upgrades, conversions, and relocations are required due to customer-driven renovations of existing structures or other building activities on any property except public property and public rights of way resulting in a change of use or occupancy as defined in state or local law;
- iii. Except for situations on a case-by-case basis in which the local authority and PG&E agree to locate Equipment above ground because the above-ground location is technically feasible for the installation.

(Continued)



**ELECTRIC RULE NO. 16
SERVICE EXTENSIONS**

Sheet 7

C. SERVICE LATERAL FACILITIES (Cont'd.)

2. NUMBER OF SERVICE LATERALS (Cont'd.)

- c. ORDINANCE. Where required by ordinance or other applicable law, for such things as fire pumps, fire alarm systems, etc.
- d. OTHER. PG&E may charge for additional services provided under this paragraph, as special or added facilities.

3. UNDERGROUND INSTALLATIONS. Underground Service Extensions will be installed:

- a. UNDERGROUND REQUIRED. Underground Service Extensions (1) shall be installed where required to comply with applicable tariff schedules, laws, ordinances, or similar requirements of governmental authorities having jurisdiction, and (2) may be necessary as determined by PG&E where Applicant's load requires a separate transformer installation of 75 kVa or greater.
- b. UNDERGROUND OPTIONAL. An underground Service Extension may be installed in an area where it is not otherwise required and when requested by Applicant and agreed upon by PG&E.
- c. Beginning January 1, 2021, PG&E will no longer accept requests under the Special Facilities provision of Rule 2, Section I, for underground distribution systems that call for specified pieces of electrical equipment to be installed in below-ground structures in circumstances where it is technically feasible to install the equipment above ground. Such requests will no longer be accepted for situations indicated in C.3.c.i, C.3.c.ii, and with certain exceptions C.3.c.iii, below. However, all requests which call for below ground installations that are received by PG&E prior to January 1, 2021 will have "legacy" status and not subject to the provisions of this Rule section. These legacy requests must be approved by PG&E for construction by April 1, 2021 and installed by April 1, 2022.

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Vice President, Regulatory Affairs

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July 8, 2021
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**ELECTRIC RULE NO. 16
SERVICE EXTENSIONS**

Sheet 19

E. ALLOWANCES AND PAYMENTS BY APPLICANT (Cont'd.)

4. PAYMENTS (Cont'd.)

- c. **TAX.** Any payments or contribution of facilities by Applicant are taxable Contributions in Aid of Construction (CIAC) and shall include an Income Tax Component of Contribution (ITCC) for state and federal tax at the rate provided in PG&E's Preliminary Statement.
- d. **OTHER.** PG&E's total estimated installed cost for any work it performs that is Applicant's responsibility or performs for the convenience of Applicant.

- 5. **REFUNDS.** No refunds apply to the installation of Residential Service Facilities under this Rule.

- 6. **INTERIM POLICY ON EXCESS PEV CHARGING COSTS.** Any costs for a Distribution Line Extension, Service Extension, or any combination thereof, for plug-in electric vehicle charging that are in excess of the residential allowance shall be treated as common facility costs and paid for by PG&E until December 31, 2021.¹ (T)

F. EXISTING SERVICE FACILITIES

1. SERVICE REINFORCEMENT

- a. **PG&E-OWNED.** When PG&E determines that its existing Service Facilities require replacement, the existing Service Facilities shall be replaced as a new Service Extension under the provisions of this rule.
- b. **APPLICANT-OWNED.** When PG&E determines that existing Applicant-owned service facilities (installed under a prior rule) require replacement, such replacement or reinforcement shall be accomplished under the provisions for a new Service Extension installation, except that if PG&E determines that any portion of Applicant's existing service conductors can be utilized by PG&E, Applicant will convey any such usable part to PG&E and an appropriate credit by PG&E may be allowed to Applicant.

Applicant will replace or reinforce that portion of the Service Extension which Applicant will continue to own, under the provisions of this rule for new services.

¹ The interim policy of Common Treatment for Excess PEV Charging Costs was set forth in Commission Decision (D.)11-07-029, and extended in D.13-06-014, D.16-06-011, Rulemaking (R.) 18-12-006 Scoping Memo and Ruling, and most recently the Administrative Law Judge's Ruling Extending Interim Policy on Common Facility Costs Related to Electric Rules 15 and 16 issued in R.18-12-006 on November 23, 2020.

(Continued)



ELECTRIC RULE NO. 2
DESCRIPTION OF SERVICE

Sheet 24

I. SPECIAL FACILITIES (Cont'd.)

4. Beginning January 1, 2021, PG&E will no longer accept requests under the Special Facilities provision of Rule 2, Section I, for underground distribution systems that call for specified pieces of electrical equipment to be installed in below-ground structures in circumstances where it is technically feasible to install the equipment above ground. Such requests will no longer be accepted for situations indicated in Sections I.4.a, I.4.b, and with certain exceptions I.4.c, below. However, all requests which call for below ground installations that are received by PG&E prior to January 1, 2021 will have "legacy" status" and not subject to the provisions of this Rule section. These legacy requests must be approved by PG&E for construction by April 1, 2021 and installed by April 1, 2022. (T)
(T)
- a. New construction on any property except public property and public rights-of-way;
- b. Circumstances in which capacity upgrades, conversions, and relocations are required due to customer-driven renovations of existing structures or other building activities on any property except public property and public rights of way resulting in a change of use or occupancy as defined in state or local law;
- c. Except for situations on a case-by-case basis in which the local authority and PG&E agree to locate Equipment above ground because the above-ground location is technically feasible for the installation.

For purposes of this provision, specified pieces of equipment include all primary voltage from 4 kV to 35 kV electrical distribution system equipment (Equipment), including, but not limited to, transformers, switches and fuses, capacitors, and junction bars.

"Technically feasible" means that enough space is, or can be made, available above ground for the electrical distribution Equipment needed for PG&E to serve customers and that other requirements, such as obtaining the required permits, are met. The required space is defined by existing design standards within the operation and maintenance requirements that are in compliance with applicable safety codes and regulations such as CPUC General Order 128.

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ELECTRIC RULE NO. 28
MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 6

E. INTERACTION WITH OTHER TARIFFS:

1. MHP Residents

Upon conversion, MHP residents will be subject to PG&E's effective Tariffs, which can be found at www.pge.com/tariffs, with the following exceptions:

- a. Electric Rules 7– Deposit: Existing MHP residents who become customers of PG&E through the MHP Program will be deemed a legacy customer into their PG&E service accounts and on a one-time basis, fees associated with new customer credit checks and service deposits will be waived. This one-time waiver is authorized by D.14-03-021. MHP residents will still be subject to the service shut-off provisions under Electric Rules 11. (T)

- b. CARE/FERA Program – Existing MHP residents who participate in the California Alternate Rates for Energy (CARE) and/or Family Electric Rate Assistance (FERA) programs through the MHP master-meter/submeter distribution system and become customers of PG&E through the MHP Program will be deemed a legacy customer into the respective program without having to recertify or reapply as long as the name of the customer for the new service account matches that of the name of the participant in the CARE/FERA program. This will be a one-time exception to the respective CARE/FERA Rules at the time of the service conversion and will continue to be subject to the periodic recertification and/or post-enrollment verification requirements of the CARE/FERA program. (T)

- c. Medical Baseline Allowance – Existing MHP residents who receive a medical baseline allowances through the MHP master-meter/submeter distribution system and become customers of PG&E through the MHP Program will be deemed a legacy customer and will continue to receive the same medical baseline allowances without having to recertify or reapply as long as the participant who is receiving the medical baseline allowance still resides at the residence. This will be a one-time exception to the Medical Baseline Rules (Rule 19) at the time of the service conversion and will continue to be subject to the periodic recertification and/or post-enrollment verification requirements of the Medical Baseline Rule. (T)
(T)

2. MHP Owner/Operator(s)

Utility service provided by PG&E to the MHP Owner/Operator(s) is subject to PG&E's effective Tariffs, which can be found at www.pge.com/tariffs, with the following exceptions:

- a. Electric Rules 15 – Distribution Extension: Because PG&E will design and install the new Distribution Line/Main Extension, at no cost to the MHP Owner/Operator, sections in Electric Rules 15 that cover applicant responsibilities or options are not applicable to MHP Owner/Operator while participating in the MHP Program. This may include, but is not limited to applicants': responsibilities; allowances; contributions or advances; refunds; and design and installation options.

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Robert S. Kenney
Vice President, Regulatory Affairs

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Attachment 2

Redline Tariff Revisions



LIST OF CONTRACTS AND DEVIATIONS
(Continued)

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Name and Location of Customer		Most Comparable Regular Tariff			
PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Schedule or Rule No.	Contract Difference
MISSION TRAIL REGION (Cont'd.)					
<u>Counties and Cities (Cont'd.)</u>					
City of Santa Clara Improvement Project 170/170A Marriott Business Park, Unit 1	Firm	9-7-76 ---	Res. G-2134 9-4-77	Gas Rule 15 Sect. B	Cost of Ownership Fund
City of Santa Clara Marriott Commercial Park Improvement Project Mission College Blvd. Santa Clara	Firm	5-3-77 ---	Res. G-2115 7-12-77	Gas Rule 15	Cost of Ownership Fund
City of Santa Clara Oakmead – Unit III Improvement Project 171	Firm	5-17-77 ---	Res. G-2128 8-10-77	Gas Rule 15 Sect. E-7	Cost of Ownership Fund
City of Santa Clara Oakmead Development	Coml/Ind	1-3-78 ---	Res. G-2226 6-16-78	---	Amend Contract Effective August 10, 1977
City of Santa Clara Marriott Business Park Unit No. 2, Santa Clara	Firm	2-14-78 ---	Res. G-2227 6-13-78	Gas Rule 15 Sect. E-7	Cost of Ownership Fund
City of San Jose Orchard Business Park Improvement District No. 77-144SJ, Phase II San Jose	Firm	11-2-78 ---	Res. G-2264 3-22-79	Gas Rule 15 Sect. C and E-7	Cost of Ownership Fund
City of Milpitas KSP Industrial Park Oakmead North Valley Improvement Project 2333 Milpitas	Firm	9-16-80 ---	--- 3-9-81	Gas Rule 15 Sect. C and E-7	Cost of Ownership Fund
City of Palo Alto Santa Clara County	Resale	11-20-87	--- 1-27-88	Gas Rule 2	Monthly Cost of Ownership
City of Gilroy Forest St. Assessment Dist. Santa Clara County	Res.	7-21-95	---	Gas Rule 15	Gas Main Extension— Competitive Bidding
<u>Other Public Agencies</u>					
Santa Clara Valley Transportation Authority – SVBX Project	Commercial	9-20-2012 10 Years	Advice 3334-G/4129-E 10-24-12 Resolution number and date to be added upon Commission approval	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – SC-AR Project	Commercial	6-17-2012 10 Years	Advice 3334-G/4129-E 10-24-12 Resolution number and date to be added upon Commission	Rule 15	Facility Relocation Cost Responsibility

(Continued)

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LIST OF CONTRACTS AND DEVIATIONS
(Continued)

Sheet 7

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LIST OF CONTRACTS AND DEVIATIONS
(Continued)

Sheet 8

Name and Location of Customer				Most Comparable Regular Tariff	
PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Schedule or Rule No.	Contract Difference
MISSION TRAIL REGION (Cont'd.)					
<u>Other Public Agencies (Cont'd.)</u>					
Santa Clara Valley Transportation Authority – LRT Efficiency Project	Commercial	10-7-14 5 Years	<u>Advice 3522-G/ 4511-E</u> <u>10-27-14</u> Resolution number and date to be added upon Commission approval	Gas Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – BSVII Project	Railway	1-2020 10 years	Res. G-3574 12-7-20	Gas Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – EBRC Project	Railway	9-2019 10 years	Res. G-3574 12-7-20	Gas Rule 15	Facility Relocation Cost Responsibility
<u>Developers/Subdividers</u>					
Gary M. & Delores A. Guardino Morgan Hill, Tract 5781	Firm	7-27-76 10 Years*4	Res. G-2038 3-1-77	Gas Rule 15	Cost of Ownership Fund
Return Resources Corp. San Martin	Firm	3-9-77 10 Years*4	Res. G-2275 5-22-79	Gas Rule 15	Cost of Ownership Fund
Gerald McCullough Hillcrest Industrial Park Hollister	Firm	7-7-78 ---	Res. G-2253 11-29-78	Gas Rule 15 Sect. E-7	Cost of Ownership Fund
New England Mutual Life Insurance Company Orchard Technology Park, San Jose	Firm	2-6-79 ---	Res. G-2276 5-25-79	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge
Standard Realty & Development Co. South Bay Industrial Park Milpitas	Firm	3-2-79 ---	Res. G-2289 7-11-79	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge
Castroville Holding Co./Castroville Industrial Park Castroville	Firm	9-26-79 ---	Res. G-2344 4-2-80	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge
Prudential Insurance Co. of America, Oak Creek Business Park, Milpitas	Firm	10-12-79 ---	Res. G-2344 4-2-80	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge
Passek Industrial Park Greenfield, Monterey Co.	Coml/Ind	1-18-80	Res. G-2351 5-30-80	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge
Interknoll – Mission Park San Jose	Coml/Ind	1-29-80 ---	Res. G-2372 9-20-80	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge
River Oaks Associates San Jose	Coml/Ind	2-1-80 ---	Res. G-2351 5-30-80	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge

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LIST OF CONTRACTS AND DEVIATIONS
(Continued)

Sheet 8

*1 to *8 See last page of Gas Contracts and Deviations for explanation of footnotes.

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GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 2

A. GENERAL (Cont'd)

1. DISTRIBUTION LINE EXTENSION BASIS (Cont'd)

b. CONSTRUCTION AND DESIGN SPECIFICATIONS, STANDARDS, TERMS, AND CONDITIONS OF A NEW EXTENSION OF SERVICE PROJECT (Cont'd).

3) Approval date of a new extension of service application refers to the earlier of either the effective date of the contract for the extension of ~~electric-gas~~ service or the date when PG&E first invoices the customer for the extension of ~~electric-gas~~ service. "Invoice" to mean when PG&E presents an offer to the customer for the extension of service in response to an application for an extension of service submitted pursuant to the regulations of the CPUC and applicable specifications of PG&E.

(T)

(T)

c. OWNERSHIP. The Distribution Main Extension facilities installed under the provisions of this Rule shall be owned, operated, and maintained by PG&E, except for Substructures and enclosures that are on, under, within, or part of a building or structure.

d. PRIVATE LINES. PG&E shall not be required to serve any Applicant from Distribution Main Extension facilities that are not owned, operated, and maintained by PG&E.

2. DISTRIBUTION MAIN EXTENSION LOCATIONS

a. RIGHTS-OF-WAY. PG&E will own, operate, and maintain Distribution Main Extension facilities only:

- 1) along public streets, alleys, roads, highways, and other publicly dedicated ways and places which PG&E has the legal right to occupy (franchise areas), and
- 2) on public lands and private property across which easements and permits satisfactory to PG&E may be obtained without cost to or condemnation by PG&E.

b. NORMAL ROUTE OF LINE. The length and normal route of a Distribution Main Extension will be determined by PG&E and considered as the distance along the shortest, most practical, available, and acceptable route which is clear of obstructions from PG&E's nearest permanent and available distribution facility to the point from which the service facilities will be connected.

(Continued)

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GAS RULE NO. 28
MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 6

E. INTERACTION WITH OTHER TARIFFS:

1. MHP Residents

Upon conversion, MHP residents will be subject to PG&E's effective Tariffs, which can be found at www.pge.com/tariffs, with the following exceptions:

- a. Gas Rules 7– Deposit: Existing MHP residents who become customers of PG&E through the MHP Program will be deemed a legacy customer "grandfathered" into their PG&E service accounts and on a one-time basis, fees associated with new customer credit checks and service deposits will be waived. This one-time waiver is authorized by D.14-03-021. MHP residents will still be subject to the service shut-off provisions under Gas Rules 11. (T)
- b. CARE/FERA Program – Existing MHP residents who participate in the California Alternate Rates for Energy (CARE) and/or Family Electric Rate Assistance (FERA) programs through the MHP master-meter/submeter distribution system and become customers of PG&E through the MHP Program will be deemed a legacy customer "grandfathered" into the respective program without having to recertify or reapply as long as the name of the customer for the new service account matches that of the name of the participant in the CARE/FERA program. This will be a one-time exception to the respective CARE/FERA Rules at the time of the service conversion and will continue to be subject to the periodic recertification and/or post-enrollment verification requirements of the CARE/FERA program. (T)
(T)
- c. Medical Baseline Allowance – Existing MHP residents who receive a medical baseline allowances through the MHP master-meter/submeter distribution system and become customers of PG&E through the MHP Program will be deemed a legacy customer "grandfathered" and will continue to receive the same medical baseline allowances without having to recertify or reapply as long as the participant who is receiving the medical baseline allowance still resides at the residence. This will be a one-time exception to the Medical Baseline Rules (Rule 19) at the time of the service conversion and will continue to be subject to the periodic recertification and/or post-enrollment verification requirements of the Medical Baseline Rule. (T)
(T)

2. MHP Owner/Operator(s)

Utility service provided by PG&E to the MHP Owner/Operator(s) is subject to PG&E's effective Tariffs, which can be found at www.pge.com/tariffs, with the following exceptions:

- a. Gas Rules 15 – Distribution Extension: Because PG&E will design and install the new Distribution Line/Main Extension, at no cost to the MHP Owner/Operator, sections in Gas Rules 15 that cover applicant responsibilities or options are not applicable to MHP Owner/Operator while participating in the MHP Program. This may include, but is not limited to applicants': responsibilities; allowances; contributions or advances; refunds; and design and installation options.

(Continued)

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LIST OF CONTRACTS AND DEVIATIONS
(Continued)

Sheet 18

Name and Location of Customer				Most Comparable Regular Tariff	
PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Schedule or Rule No.	Contract Difference
MISSION TRAIL REGION (Cont'd.)					
<u>Other Public Agencies</u>					
Santa Barbara County Water Agency Santa Maria Valley Conservation Dist.	General Service	5-19-59 Indefinite*2	G.O.96,X.B. 7-22-59	Rule 15	Monthly Charge for Excess Facilities
Santa Clara County Transit District	Railway	9-23-87 20 Years	Res. E-3049 9-23-87	Rule 9 Schedule E-20	Ceiling Rate; Totalized Billing Demand
Santa Clara Valley Transportation Authority – LRT Efficiency Project	Commercial	10-7-2014 5 Years	Advice 3522-G/4511-E 10-27-14 Resolution number and date to be added upon Commission approval	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – SVBX Project	Commercial	9-20-2010 10 Years	10-24-2012	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – SC-AR Project	Commercial	6-17-2012 10 Years	10-24-2012	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Water District	Coml	2-16-88	---	Rule 15	Equivalent One-Time Payment For Cost of Ownership
Santa Clara Valley Transportation Authority – BSVII Project	Railway	1-2020 10 years	G-3574 12-17-20	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – EBRC Project	Railway	9-2019 10 years	G-3574 12-17-20	Rule 15	Facility Relocation Cost Responsibility

*1 to *4 See last page of Electric Contracts and Deviations Section for explanation of footnotes.

(Continued)

Advice 5762-E
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February 14, 2020
December 17, 2020



LIST OF CONTRACTS AND DEVIATIONS
(Continued)

Sheet 25

Name and Location of Customer				Most Comparable Regular Tariff	
PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Schedule or Rule No.	Contract Difference
<u>MISSION TRAIL REGION</u> (Cont'd.)					
<u>Other Customers</u> (Cont'd.)					
Qume Corp. International Business Park in San Jose	Coml	4-10-79 ---	---	Rule 2	Cost of Ownership Charge
Santa Maria Radiology Lab Santa Maria	Coml	5-22-79 ---	---	Rule 2	Cost of Ownership Charge
Peninsula Volunteers, Inc. Menlo Park	Domestic	11-1-79 ---	Res. E-1876 4-2-80	Rule 18	Master Metered
Union Oil Company Santa Maria	General Services	5-5-88 5 Years	D.88-08-056 8-24-88	E-20	Special Rate
Union Oil Company Santa Maria	General Services	12-27-91 ---	D.90-12-128 12-27-90	E-20	Special Rate Amendment
Marilyn Creer Canada Road	Domestic	9-1-92	Res. E-3260 3-31-92	Rule 15 Sect. E7	Uneconomic Line Purchase
TCI Cablevision of California, Inc. Santa Clara, Santa Cruz, and Monterey Counties	New Business	11-27-02 3 Years	Res. E-3819 Advice 2314-E	Rule 15 and Rule 16	Designated Workgroup Agreement
MetroFi, Inc. Mountain View	Coml	9-7-04	Res. E-3899 Advice 2551-E	Schedule A-1	Unmetered Electric Service
Natural Selection Foods, LLC San Benito	Coml/Ind/Ag	8-31-10 Indefinite	GO-96B, Section 7.1	Rule 15	Facility Agreement
Plains Exploration and Production Company	Commercial	12-20-11 Indefinite	Res. E-4483 Advice 3990-E	Rule 15 and Rule 16	Non-standard line extension agreement
China Mobile International Infrastructure (US1) Inc.	Commercial	04-14-20 —	<u>Res. E-5121</u> <u>5-6-21</u> <u>Advice 5848-E To</u> <u>Be Completed</u> <u>Upon Commission</u> <u>Authorization</u>	Rule 15 and Rule 16	Non-standard service arrangements
Equinix Inc.	Commercial	04-14-20 —	<u>Res. E-5121</u> <u>5-6-21</u> <u>Advice 5848-E To</u> <u>Be Completed</u> <u>Upon Commission</u> <u>Authorization</u>	Rule 15 and Rule 16	Non-standard service arrangements
RiCloud Corp.	Commercial	05-19-20 —	<u>Res. E-5121</u> <u>5-6-21</u> <u>Advice 5848-E To</u> <u>Be Completed</u> <u>Upon Commission</u> <u>Authorization</u>	Rule 15 and Rule 16	Non-standard service arrangements

*1 to *4 See last page of Electric Contracts and Deviations Section for explanation of footnotes.

(Continued)

Advice 5848-E
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Submitted
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Resolution

June 18, 2020
May 6, 2021



LIST OF CONTRACTS AND DEVIATIONS
(Continued)

Sheet 30

Name and Location of Customer		Most Comparable Regular Tariff			
PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Schedule or Rule No.	Contract Difference
<u>REDWOOD REGION</u> (Cont'd.)					
<u>Developers/Subdividers</u> (Cont'd.)					
Soule Properties – Residential Subdivision – Marin Estates Novato	Domestic	8-20-82 ---	Res. E-1947 7-7-82	Rule 15.1 D4	Cost of Ownership Fund
Stephen W. Sweeney 850 Tiptop Ridge Fieldbrook Humboldt County	Coml Residential	2-2-89 3 Years	G.O.96-A,X.A. Res. E-3150 5-10-89 (A.L. 1246-E)	Rule 15	Advance Charge for Excess Facilities
Lake Sonoma Ventures 3550 Round Barn Blvd. Santa Rosa	Domestic	2-24-92	Res. E-3253 1-10-92	Rule 15 Sect. E7	Uneconomic Line Extension
Redwood Hill Limited Partnership 631A First Street Santa Rosa	Domestic	7-27-93 7-26-03	Res. E-3256 2-20-92 Res. E-3264 3-31-92	Rule 15 Sect. E7	Uneconomic Line Extension
Rafael Town Center LLC 998 4th Street San Rafael	Coml Residential	To be added upon Commission approval 9-18-12 ==	Res. E-4516 9-18-12 Advice 4017-E To be added upon Commission approval	Rule 18 Schedule ES	Sub metering of Residential Accounts built after December 14, 1981 ES Service for residential units built after December 14, 1981

(Continued)

Advice 4017-E
Decision

Issued by
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Vice President
Regulation and Rates

Date Filed
Effective
Resolution

March 26, 2012
September 13, 2012
E-4516



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Cancelling Revised
Revised

Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

48562-E

Electric Sample Form No. 79-1010

Sheet 1

Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities

**Please Refer to Attached
Sample Form**

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted July 8, 2021
Effective _____
Resolution _____



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

REFERENCE:

☐ XXXX
☐ XXXX
☐ XXXX
☐ XXXX
☐ _____

This "*Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities*" ("Agreement") is entered into by and between _____ ("Fuel Cell Customer-Generator"), and Pacific Gas and Electric Company ("PG&E"), a California Corporation. Fuel Cell Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Fuel Cell Customer-Generator to interconnect and operate an Eligible Fuel Cell Electrical Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Fuel Cell Customer-Generator's Generating Facility. Fuel Cell Customer-Generator's Generating Facility is intended primarily to offset part or all of the Fuel Cell Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Section 2827.10 of the California Public Utilities Code and PG&E's electric rate Schedule NEMFC ("NEMFC"), Parties enter into this Agreement. This Agreement applies to the Fuel Cell Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF FUEL CELL CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE-RATE SCHEDULE.

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Fuel Cell Customer-Generator's Eligible Fuel Cell Electrical Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to, and made a part of this Agreement. (This description is supplied by Fuel Cell Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Fuel Cell Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Eligible Fuel Cell Electrical Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

- 2.7 The expected annual energy production of the Generating Facility is _____ kWh.
- 2.8 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.9 Fuel Cell Customer-Generator's otherwise-applicable-rate schedule as of the execution of this Agreement is _____.

3. DOCUMENTS INCLUDED; DEFINED TERMS

- 3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Appendix A *Description of Generating Facility and Single-Line Diagram* (Supplied by Fuel Cell Customer-Generator)

Appendix B *A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service* (Form 79-280) ("Special Facility Agreement"), if applicable, (Formed by the Parties).

Appendix C *Fuel Cell Customer-Generator's warranty that it meets the Requirements of an Eligible Fuel Cell Customer-Generator.*

Appendix D *NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established.*

In addition PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEMFC and Fuel Cell Customer-Generator's otherwise applicable rate schedule, available at PG&E's web-site at www.pge.com, or by request, are specifically incorporated herein and made part of this Agreement.

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement, or in PG&E's Rule 21, Section C, or in Schedule NEMFC.

4. CUSTOMER BILLING AND PAYMENT OPTIONS

Fuel Cell Customer-Generator initially selects PG&E's electric rate schedule referenced in Section 2.9 of this Agreement as its otherwise-applicable rate schedule. Fuel Cell Customer-Generator understands that they will be billed according to Schedule NEMFC.

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18, below, which shall be no later than December 31, 2013. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Fuel Cell Customer-

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

Generator's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.

(c) At 12:01 A.M. on the 61st day after Fuel Cell Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Fuel Cell Customer-Generator's or PG&E's intent to terminate this Agreement.

(d) The end of the operating life of the eligible fuel cell electrical generating facility.

5.2 Fuel Cell Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Fuel Cell Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Fuel Cell Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

(c) Fuel Cell Customer-Generator fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to December 31, 2021; or,

(d) Fuel Cell Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Fuel Cell Customer-Generator does not provide a substantive response to PG&E's Notice of its intent to terminate this Agreement as a result of Fuel Cell Customer-Generator's apparent abandonment of the Generating Facility affirming Fuel Cell Customer-Generator's intent and ability to continue to operate the Generating Facility; or,

(e) Fuel Cell Customer-Generators facility ceases to meet all applicable safety and performance standards set out in Section 6.

5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS:

6.1 Fuel Cell Customer-Generator's generator must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable rules of the Public Utilities Commission regarding safety and reliability.

6.2 Fuel Cell Customer-Generator shall: (a) maintain the Facility and Interconnection Facilities

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities. Fuel Cell Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Fuel Cell Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Fuel Cell Customer-Generator's Facility.

- 6.3 Fuel Cell Customer-Generator shall not commence parallel operation of the Facility until PG&E has provided written approval to the Fuel Cell Customer-Generator to do so. No such approval shall be provided until at least ten (10) working days following the utility's receipt of the inspection clearance of the governmental authority having jurisdiction. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the initial testing of Fuel Cell Customer-Generator's protective apparatus. Fuel Cell Customer-Generator shall notify the utility five (5) working days prior to the initial testing.
- 6.4 The Fuel Cell Customer-Generator warrants that they are the recipient of local, state, or federal funds; or they self-finance pilot projects designed to encourage the development of eligible Fuel Cell electrical generating facilities.
- 6.5 The Fuel Cell Customer-Generator warrants that pursuant to section 2827.10 (a)(2), of the California Public Utilities Code, it meets the definition of an "Eligible fuel cell electrical generating facility" and its facility includes the following:
- (a) Integrated power plant systems containing a stack, tubular array, or other functionally similar configuration used to electrochemically convert fuel to electric energy.
 - (b) An inverter and fuel processing system where necessary.
 - (c) Other plant equipment, including heat recovery equipment, necessary to support the plant's operation or its energy conversion.
- 6.6 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii

7. INTERCONNECTION FACILITIES

- 7.1 Fuel Cell Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E’s Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Fuel Cell Customer-Generator’s Generating Facility.
- 7.2 Fuel Cell Customer-Generator shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Fuel Cell Customer-Generator owns.
- 7.3 If the provisions of PG&E’s Electric Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Fuel Cell Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party’s liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney’s fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages

¹ A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

of any kind whatsoever.

9. INSURANCE

- 9.1 In connection with Customer-Generator's performance of its duties and obligations under this Agreement, Customer-Generator shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one-hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
 - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.
 - (e) Such insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."
- 9.2 The general liability insurance required in this Section shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 9.3 If Fuel Cell Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.2(a) prevents Fuel Cell Customer-Generator from obtaining the insurance required in this Section, then upon Fuel Cell Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.2(a) shall be waived.
- 9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 9.5 Fuel Cell Customer-Generator agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 9.6 If Fuel Cell Customer-Generator is self-insured with an established record of self-insurance, Fuel Cell Customer-Generator may comply with the following in lieu of Section 9.2:

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

- (a) Fuel Cell Customer-Generator shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.
- (b) If Fuel Cell Customer-Generator ceases to self-insure to the level required hereunder, or if Fuel Cell Customer-Generator is unable to provide continuing evidence of Fuel Cell Customer-Generator's ability to self-insure, Fuel Cell Customer-Generator agrees to immediately obtain the coverage required under Section 9.1.

9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

~~c/o EXIGIS LLC~~
~~support@exigis.com~~
~~Fax: 646-755-3327~~

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Fuel Cell Customer-Generator fails to comply with the insurance provisions of this Agreement, Fuel Cell Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Fuel Cell Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Fuel Cell Customer-Generator to elect not to provide any such required insurance.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177



*Pacific Gas and
Electric Company*

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Email: EGContractMgmt@pge.com

~~Pacific Gas and Electric Company~~

~~Attention: Business Customer Services~~

~~P.O. Box 770000~~

~~Mail Code B19H~~

~~San Francisco, California 94177~~

~~Phone: (800) 468-4743 FAX: (415) 972-5309~~

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If to Fuel Cell Customer-Generator:

Fuel Cell Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX: (_____) _____

11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.

11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

12.1 PG&E shall have the right to review and obtain copies of Fuel Cell Customer-Generator's operations and maintenance records, logs, or other information such as, Generation Unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Fuel Cell Customer-Generator's Generating Facility or its interconnection with PG&E's Distribution System.

12.2 Fuel Cell Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Fuel Cell Customer-Generator's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Fuel Cell Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Fuel Cell Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Fuel Cell Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

15.2 This Agreement shall, at all times, be subject to such changes or modifications by the

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

Commission as it may from time to time direct in the exercise of its jurisdiction.

- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

This agreement is effective when accepted and executed by PG&E.

PACIFIC GAS AND ELECTRIC COMPANY

Fuel Cell Customer Generator's Name

Authorized by (Print)

Signature

Title

Date

Authorized by (Print)

Signature

Title

Date

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ _____

REFERENCE:

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Fuel Cell Customer-Generator)

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

APPENDIX B (If Applicable)

RULE 21 "SPECIAL FACILITIES" AGREEMENT (Formed between the Parties)



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DISTRIBUTION:

- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ XXXX
- ☐ _____

REFERENCE:

APPENDIX C

FUEL CELL CUSTOMER-GENERATOR'S WARRANTY THAT IT MEETS THE REQUIREMENTS FOR AN ELIGIBLE FUEL CELL CUSTOMER-GENERATOR AND THE GENERATING FACILITY IS AN ELIGIBLE FUEL CELL ELECTRICAL GENERATING FACILITY PURSUANT TO SECTION 2827.10 OF THE CALIFORNIA PUBLIC UTILITIES CODE

Fuel Cell Customer-Generator has declared that it meets the requirements for an Eligible Fuel Cell customer-generator and the Generating Facility meets the requirements of an "Eligible Fuel Cell Electrical Generating Facility", as defined section 2827.10 of the California Public Utilities Code. ("Eligibility Requirements")

Fuel Cell Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Fuel Cell Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Fuel Cell Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Fuel Cell Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, in its sole discretion, that Fuel Cell Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Fuel Cell Customer-Generator to provide evidence, that Fuel Cell Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Fuel Cell Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines in its sole judgment that Fuel Cell Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Fuel Cell Customer-Generator a gain demonstrates to PG&E's reasonable satisfaction that Fuel Cell Customer-Generator meets the requirements for an Eligible Fuel Cell customer-generator and/or the Generating Facility meets the requirements for a Eligible Fuel Cell electrical generating facility (the "Eligibility Status Change").

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Fuel Cell Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Fuel Cell Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Fuel Cell Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Fuel Cell Customer-Generator's representations that Fuel Cell Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEMFC, Net Energy Metering Service for NEMFC Customer-Generators.

Any amounts to be paid or refunded by Fuel Cell Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Fuel Cell Customer-Generator's receipt of such invoice.

Fuel Cell Customer-Generator's Initials _____

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

APPENDIX D

NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established and Approved by the CPUC as Needed.

Starting January 1, 2017, Customer applying for Schedule NEMFC, as revised pursuant to Assembly Bill 1637 (2016), agree as follows:

That their Eligible Fuel Cell Electrical Generating Facility must meet the reduction in greenhouse gas emissions standard to be established as required by the California Public Utilities (PU) Code Section 2827.10.

Since the applicable standards are not yet released by the California Air Resources Board (ARB) and/or approved as may be needed by the California Public Utilities Commission (CPUC), Customer agrees and understands that their approval for participation in NEMFC is contingent on their system meeting the new standard within three months of when the new standard becomes available. Specifically, I, Customer, understand and agree that if my fuel cell generator does not meet the ARB emission standard I will not be eligible for NEMFC.

Specifically, I will be responsible for the following:

1. Payment of all interconnection costs, including fees, studies, system upgrades, and any other pertinent interconnection costs.
2. Payment of the following nonbypassable charges on all departed load served by the fuel cell installed at my premises including but not limited to,
 - a. Public Purpose Program Charges;
 - b. Nuclear Decommissioning;
 - c. Department of Water Resources Bond Charges; and
 - d. Competition Transition Charge;
 - e. Other charges that the CPUC determines are to be charged on departed load and for which there is no exception for fuel cells pursuant to Schedule E-DCG.
3. I understand that I may be required to take service on standby tariff pursuant to Schedule S or SB and pursuant to PU Code Section 2827.10(f)(2)(A).
4. I further understand that I will not be eligible for Rate Schedule NEMFC and will no longer receive any credit for any exports to the grid.



**INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING OF QUALIFYING FUEL
CELL GENERATING FACILITIES**

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)



Electric Sample Form No. 79-1014
Direct Access Customer Relocation Declaration

Sheet 1

**Please Refer to Attached
Sample Form**



DIRECT ACCESS CUSTOMER RELOCATION DECLARATION*

A. Electric Service Provider (ESP) Declaration

I, _____, state as follows:

1. I am an authorized representative of _____ (Name of ESP) ("ESP") authorized to make this declaration. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
2. Pursuant to a valid agreement (Agreement) by and between _____ (Name of ESP) and _____ (Name of Customer) ("Customer"), ESP provides electric power service to Customer at the Current Location, as specified below.
3. As stated herein, Customer requests to transfer its direct access (DA) service provided by PG&E and electric power service provided by ESP at the Current Location, to the New Location, as specified in this document. This relocation is requested in the normal course of business.
4. Under the provisions of the Agreement, the Customer has the right to receive electric power service from ESP for electric service loads located at the New Location.
5. All conditions of the Agreement necessary for a transfer of electric service from Current Location to New Location have been satisfied, including any necessary approvals by ESP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, _____ at

_____, _____
(City) (State)

Signature: _____
Authorized Representative of ESP

: _____

Title: _____

Date: _____

* This form at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.



DIRECT ACCESS CUSTOMER RELOCATION DECLARATION

B. Customer Declaration

I, _____, state as follows:

1. I am an authorized representative of _____
("Customer") and I am authorized to make this declaration.
2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
3. Customer has entered into an agreement for direct access service (Agreement) with the ESP as identified above.
4. Customer requests to transfer its DA service provided by PG&E and its electric power service provided by ESP from Current Location to New Location, as noted on Attachment 1. This relocation is requested in the normal course of business.

Please check one:

- _____ A. "Current Location" means one existing customer Premises¹ where the electric load of one service account (which may consist of one or more electric meters) is currently being served under DA. "New Location" means the same or different Premises from the Current Location which has been newly acquired or constructed by customer, at which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may only consist of one service account.
- _____ B. "Current Location" means one existing customer Premises where the electric load of one or more service accounts are currently being served under DA. "New Location" means the same or different Premises from the Current Location which has been newly acquired or constructed by customer, at which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may consist of one or more service accounts at a single Premises.
- _____ C. "Current Location" means one or more existing customer Premises where the electric load of one or more service accounts is currently being served under DA. "New Location" means the same or different Premises from the Current Location to which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may consist of one or more service accounts at a single or multiple Premises. Customer warrants that the total DA load of all active accounts at New Location after the relocation has been completed is limited to loads the same as, or substantially the same as, the loads represented by the Current Location. .

¹ Premises is defined in PG&E's electric Rule 1

Automated Document, Preliminary Statement, Part A.



DIRECT ACCESS CUSTOMER RELOCATION DECLARATION

- _____ D. "Current Location" means one or more existing customer Premises where the electric load of one or more service accounts is currently being served under DA. "New Location" means a different Premises than the Current Location to which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may only consist of one service account at which the customer has been receiving bundled service. The New Location shall not be eligible for DA service until all electric service accounts billing under the same customer of record at the Current Location have been terminated or returned to bundled service. Customer must submit this request to PG&E no later than one hundred twenty (120) days from the date all the service accounts at the Current Location have been terminated or returned to bundled service. If the service account at the current location is being returned to bundled service, Customer warrants that the remaining load at the current location has been reduced consistent with the relocation of all or part of its business or operations from the Current Location to a New Location.
5. Customer understands that a New Location cannot include bundled service accounts that have been in the customer's name for more than one hundred twenty (120) days. This section is not applicable if Section 4.D. above is selected.
6. Customer warrants its total DA load as a result of the relocation does not exceed the load limitations provided in the Agreement.
7. Customer agrees to maintain, and make available to the California Public Utilities Commission (CPUC) upon request, all records associated with its electricity service and consumption at Current Location and New Location, including, but not limited to, the applicable meter and account numbers, and the associated direct access load.
8. Customer agrees to (Check One):
- _____ Close its service account(s) at Current Location on _____
[Expected date].
- _____ Return its service account(s) at Current Location(s) to bundled service on _____
[Expected date].
- _____ Split the load on the service account(s) at Current Location as follows. (this section is only applicable if section 4.C above is selected). Identify service account(s) by PG&E Service Agreement Number in the space below.):
- _____
- _____
- _____
9. Customer understands that this declaration must be submitted within one hundred twenty (120) days of closing its service account at the Current Location or moving part of its business or operations from the Current Location to a New Location.
10. Customer understands that a DASR must be submitted within sixty (60) days of either a) this relocation declaration's acceptance by PG&E or b) establishment of electric service at the New Location, whichever is later, for this relocation to be valid.



DIRECT ACCESS CUSTOMER RELOCATION DECLARATION

11. Customer understands that continuous direct access status pursuant to Ordering Paragraph 4 of CPUC Decision 02-11-022 (exemption from paying the DWR Bond Charge, as replaced by the successor Wildfire Fund Charge in Decision 19-10-056, and PCIA portions of the DA Cost Responsibility Surcharge) will transfer to a relocation account only if each service account at the Current Location(s) being combined for the relocation service account qualifies as continuous direct access. If the customer elects to combine a number of service accounts that do not qualify as continuous direct access, then the relocation service account will not qualify as continuous direct access.
12. Customer understands that the Current Location and New Location must be under the same ownership... For purposes of this requirement, "ownership" means holding a fee interest or leasehold interest in the real property that constitutes the Premises. In order to be considered under the same ownership, the Current Location and the New Location must meet one of the following criteria: (1) the locations are owned by the same company; (2) the locations are owned by companies that are wholly owned or controlled by the same parent company; or (3) one location is owned by a company that is wholly owned or controlled by the owner of the other location. For purposes of this section, "control" means owning 51% or more of the company. If a Customer is assigning DA eligibility and transferring its DA service between corporate entities with different Federal Taxpayer Identification Numbers, the Customer must complete the Affidavit in Attachment 2 and submit it with this request
13. Notwithstanding the requirements set forth in Section 12, a Customer may assign DA eligibility and transfer its DA service between campuses of the same public university system, community college district, or public school district. In cases where the campuses have different Federal Taxpayer Identification Numbers, the Customer must complete the Affidavit in Attachment 2 and submit it with this request.

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed this _____ day of _____, _____ at _____, _____ [City, State]

Signature: _____
Authorized Representative of New Customer

Print Name: _____

Title: _____

Date: _____



DIRECT ACCESS CUSTOMER RELOCATION DECLARATION — ATTACHMENT 1 —

Name On Account: _____

Current Location Information (Service Account(s) listed by PG&E Service Agreement Number):

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

New Location Information (Service Account(s) listed by PG&E Service Agreement Number):

(The direct access service will occur at the New Location and, if only part of its business or operations is relocated, the Current Location may also continue to receive direct access service)

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

(For more service accounts, please list the additional service accounts on a separate sheet and attach it to this form.)

Upon receipt by PG&E of the customer relocation declaration, PG&E shall review the information and notify ESP within five (5) business days either that (a) the relocation declaration has been accepted; or (b) PG&E has reasonable cause not to process the customer relocation declaration. Upon receiving notification of the relocation declaration's acceptance under subsection (a) above, ESP must submit a DASR to PG&E within sixty (60) days of either a) this relocation declaration's acceptance by PG&E or b) establishment of electric service at the New Location, whichever is later. Upon receiving denial notification from PG&E under subsection (b) above, PG&E and ESP shall confer as soon as possible to determine what additional information is required in order for the relocation declaration to be accepted. This document may be executed in counterparts and submitted by email ~~or fax~~, however PG&E reserves the right to request the original signature documents if needed.



DIRECT ACCESS CUSTOMER RELOCATION DECLARATION — ATTACHMENT 2 —

CUSTOMER AFFIDAVIT

(To be completed each time a Direct Access Customer Relocation Declaration includes New Location(s) of wholly-owned or controlled subsidiaries of Customer, or campuses of the same public university system, community college district or public school district, with different Federal Taxpayer Identification Numbers.)

I, _____, state as follows:

1. I am an authorized representative of _____ ("Customer") and I am authorized to make this declaration.
2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
3. Customer attests that the following entities are wholly-owned or controlled subsidiaries of Customer, or campuses of the same public university system, community college district or public school district, and have different Federal Taxpayer Identification Numbers (FTIN), but should be treated as a single entity for the purpose of transferring eligibility for Direct Access (DA) service and electric power service from its Current Location to a New Location in the normal course of business.

Legal Name Of Business	FTIN	Acquisition Date
1.		
2.		
3.		
4.		
5.		

(Please list the additional wholly-owned or controlled subsidiaries or school campuses on a separate sheet and attach it to this form.)

4. Customer understands that PG&E reserves the right to review the information being provided and may request additional documentation from Customer. If PG&E determines that the listed entities are not all wholly-owned or controlled by Customer, or campuses of the same public university system, community college district or public school district, at the time of the relocation request, PG&E may not process the customer relocation declaration or may rescind the assignment of DA eligibility and the associated relocation(s).

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct.
Executed this _____ day of _____, _____ at _____, _____ [City, State]

Signature: _____
Authorized Representative of New Customer

Print Name: _____

Title: _____

Date: _____



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

	Revised	Cal. P.U.C. Sheet No.	
Cancelling	Revised	Cal. P.U.C. Sheet No.	49223-E

Electric Sample Form No. 79-1069
Generating Facility Interconnection Agreement (Multiple Tariff)

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	July 8, 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
Attention: Electric Grid Interconnection - Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com
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 Grid Interconnection - Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com
~~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: (____) _____

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

- 9.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

- 10.1 PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.
- 10.2 Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 13.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

- 13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 13.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

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)

(Signature)

(Print Name)



*Pacific Gas and
Electric Company®*

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

(Title)

(Title)

(Date)

(Date)

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)**

Appendix A

APPENDIX A

**DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Producer)**

(Note: The Description of the Generating Facility should include, but not limited to, for each of the technology types of generation: spatial configuration, net and gross nameplate ratings, manufacturer, if the generators are certified under Rule 21, protection equipment, and intended mode of operation [i.e. non-export: export up to 2 seconds; inadvertent export: export between 2 seconds and 60 seconds; and continuous export: export greater than 60 seconds]. Additionally points of interconnection with PG&E, as well as locations and type of protection equipment and disconnect switches should be identified.)

**GENERATING FACILITY
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
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(MULTIPLE TARIFF)**

Appendix C

APPENDIX C (If Applicable)

**RULE 21 “SPECIAL FACILITIES” AGREEMENT
(Formed between the Parties)**

**GENERATING FACILITY
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Appendix D

APPENDIX D (When applicable)

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A
"COGENERATION FACILITY" PURSUANT TO SECTION 216.6 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PU Code (Cogeneration Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, the Generating Facility shall continue to meet the Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the Cogeneration Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Cogeneration Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Cogeneration Status Change and provide Notice to Producer of the Cogeneration Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Cogeneration Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E shall invoice the Producer's electric service account through which the Generating Facility is Interconnected with PG&E's 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 NEMBIO OR
NEMFC SPECIAL CONDITION 4**

Service
Agreement
ID Number

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Page 1 of 1
Form 79-1069, Appendix F
Advice 4462-G/6242-E4350-G-A6050-E-A
March-July 2021

**GENERATING FACILITY
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Appendix G

APPENDIX G (When applicable)

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS AN
ELIGIBLE BIOGAS ELECTRICAL GENERATING FACILITY PURSUANT
TO SECTION 2827.9 OF THE CALIFORNIA PUBLIC UTILITIES CODE**

Producer has declared that the Generating Facility meets the requirements for an Eligible Biogas Electrical Generating Facility, as defined in Section 2827.9 of the California Public Utilities Code (Eligibility Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the Eligibility Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the Eligibility Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the Eligibility Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Producer of the Eligibility Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Producer for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM-BIO, Experimental Biogas Net Energy Metering.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)****Appendix H****Appendix H****SCHEDULE NEM CUSTOMER-GENERATOR WARRANTY THAT IT
MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER-
GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL
GENERATION FACILITY PURSUANT TO SECTION 2827 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility).

Circle Type of Renewable Electrical Generation Facility:

biomass	geothermal	municipal solid waste
solar thermal	fuel cell	landfill gas
small hydroelectric generation	ocean wave	digester gas
ocean thermal	tidal current	

NEM Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an “Eligible Customer-Generator” and its Generating Facility.
- (2) (a) meets the requirements of an “Renewable Electrical Generation Facility”, as defined in Section 2827(b)(5) of the California Public Utilities Code and (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission’s (CEC’s) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.² (Eligibility Requirements).

² The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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Appendix H**

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):

- ☐ If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.
- ☐ If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electrical Generation Facility:

- ☐ Eligible Customer-Generator warrants that the Renewable Electrical Generation Facility is powered solely with renewable fuel.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its reasonable discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence, that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 20 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements – PG&E will provide a minimum of 10 business days notice to the Eligible Customer-Generator should PG&E decide an inspection is required. If PG&E determines in its reasonable judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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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. 79-1069-02
Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)

Sheet 1

**Please Refer to Attached
Sample Form**

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

This *Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)* (Agreement) is entered into by and between _____ (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Generating Facility in parallel with PG&E’s Electric System to serve the electrical loads at the location identified in Section 2.4 (or for the qualifying energy where permitted under Section 218 of the California Public Utilities Code (PUC). The Generating Facility must be a combination of generators, but must include at least one NEM2 “Eligible customer-generator.” (as defined in PG&E’s Schedule NEM2). “Eligible customer-generator” may also include other eligible customer-generators such as NEM2 Renewable Electrical Generation Facility(ies), Renewable Electrical Generation Facility(ies) (as defined in PG&E’s Schedule NEM) or Eligible Fuel Cell Electrical Generating Facility(ies) (as defined in PG&E’s Schedule NEMFC), as allowed under Special Condition 4 of Schedule NEM2.

- 1.1. This Agreement provides for Producer to operate the Eligible Generator(s) pursuant to the provisions of Section 2827.1 et seq. of the PU Code and the applicable PG&E tariffs for net energy metering. This Agreement also provides for Producer to operate its Non-Eligible Generator(s). This Agreement does not provide for retail electrical service by PG&E to Producer. Such arrangements must be made separately between PG&E and Producer.
- 1.2. This Agreement does not address Producer’s account billing and payment for energy consumption. For the Generating Facility as specified in Section 2 of this Agreement, please refer to the applicable PG&E net-energy-metered (NEM and/or NEM2) tariff schedules for billing and payment protocol.

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer’s Generating Facility and loads are interconnected with PG&E’s Electric System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Producer's electric service agreement ID number: _____
(Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

biomass _____ kW	digester gas _____ kW
solar thermal _____ kW	municipal solid waste _____ kW
photovoltaic _____ kW	landfill gas _____ kW
wind _____ kW	ocean wave _____ kW
geothermal _____ kW	ocean thermal _____ kW
fuel cell _____ kW	tidal current _____ kW
small hydroelectric generation _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW

2.5.2 Non-Eligible Generator(s): _____ kW

2.5.3 **Total Gross** Nameplate Rating of the Generating Facility:
_____ kW

2.6 The Net Nameplate Rating of the Generating Facility is:



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):

biomass _____ kW	digester gas _____ kW
solar thermal _____ kW	municipal solid waste _____ kW
photovoltaic _____ kW	landfill gas _____ kW
wind _____ kW	ocean wave _____ kW
geothermal _____ kW	ocean thermal _____ kW
fuel cell _____ kW	tidal current _____ kW
small hydroelectric generation _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW

2.6.2 Non-Eligible Generator(s): _____ kW

2.6.3 **Total Net** Nameplate Rating of the Generating Facility: _____ kW

2.7 The maximum level of power that may be exported by the Generating Facility to PG&E's Electric System is expected to be:

2.7.1 Eligible Generator(s):

biomass _____ kW	digester gas _____ kW
solar thermal _____ kW	municipal solid waste _____ kW
photovoltaic _____ kW	landfill gas _____ kW
wind _____ kW	ocean wave _____ kW
geothermal _____ kW	ocean thermal _____ kW
fuel cell _____ kW	tidal current _____ kW
small hydroelectric generation _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW

2.7.2 Non-Eligible Generator(s): _____ kW

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.7.3 **Total maximum level of power** that may be exported
by the Generating Facility: _____ kW

2.8 the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode
☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.

2.9 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

2.10 For the purpose of securing certain tariff charge exemptions available under the PU Code, Producer hereby declares the following for each Generator technology of the Generating Facility:

Requirements for Distributed Energy Resource Generation as such term is used in Section 353.1 of the PU Code.

biomass	are met _____ ☐ are not met ☐	digester gas	are met _____ ☐ are not met ☐
solar thermal	are met _____ ☐ are not met ☐	municipal solid waste	are met _____ ☐ are not met ☐
photovoltaic	are met _____ ☐ are not met ☐	landfill gas	are met _____ ☐ are not met ☐
wind	are met _____ ☐ are not met ☐	ocean wave	are met _____ ☐ are not met ☐
geothermal	are met _____ ☐ are not met ☐	ocean thermal	are met _____ ☐ are not met ☐
fuel cell	are met _____ ☐ are not met ☐	tidal current	are met _____ ☐ are not met ☐
small hydroelectric generation	are met _____ ☐ are not met ☐	biogas digester (under NEMBIO)	are met _____ ☐ are not met ☐
fuel cell (under NEMFC)	are met _____ ☐ are not met ☐	other technology	are met _____ ☐ are not met ☐

2.11 Customer-Generator's otherwise-applicable-rate schedule as of the execution of this Agreement is: _____

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

3. DOCUMENTS INCLUDED; DEFINED TERMS

- 3.1 This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.
- Appendix A - Description of Generating Facility and Single-Line Diagram (Supplied by Producer).
 - Appendix B - Web-site references to Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
 - Appendix C - A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service* (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties).
 - Appendix D - Producer's warranty that the Generating Facility meets the requirements for a Cogeneration facility pursuant to Section 216.6 of the PU Code (when applicable).
 - Appendix E - Producer's warranty that the Generating Facility meets the requirements for Distributed Energy Resources Generation as defined in Section 353.1 of the PU Code (when applicable).
 - Appendix F - NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel
 - Appendix G - Producer's warranty that it meets the requirements for an Eligible Biogas Digester Electrical Generating Facility, (applicable Generator(s) only) as defined in Section 2827.9 of the PU Code (when applicable).
 - Appendix H - Schedule NEM and/or NEM2 Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827.1 of the California Public Utilities Code.
 - Appendix I -Operating Requirements for Energy Storage Device(s) (when applicable).
 - Appendix J - NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established.
- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21 Section C.

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement, or
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Electric System is closed or terminated, or
 - (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.
- 4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the California Public Utilities Commission "Commission," or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Unless otherwise agreed to in writing by the Parties, Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its reasonable opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.
 - (e) Producer makes a change to the physical configuration of the Generating Facility, as declared in Section 2 and Appendix A of this Agreement.

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

- 5.1 Except for that energy delivered to PG&E's Electric System, electric energy produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the California Public Utilities Code.
- 5.2 Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to purchase, transmit, distribute, or store the electrical energy produced by Producer's Generating Facility.
- 5.3 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's tariffs, including but not limited to PG&E's Rule 21 and applicable NEM-2 tariff schedules, and applicable safety and performance standards established by the National Electric Code, Institute of Electrical and Electronic Engineers, accredited testing laboratories such as Underwriters Laboratories, rules of the Commission regarding safety and reliability, and any other regulations and laws governing the Interconnection of the Generating Facility.
- 5.4 Producer shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.3, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Producer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Producer's Generating Facility.
- 5.5 Producer shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided per the timelines established by the applicable PUC 2827 section, or by Rule 21. Such approval will be provided after PG&E's receipt of: (1) a completed Generating Facility Interconnection Application (Form 79-1174-02),

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

including all supporting documents and payments as described in the Application; (2) any required NEM supplemental application forms; (3) a signed and completed Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT) (Form 79-1069-02); (4) a copy of the Producer's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility; and (5) submission of all applicable payments for reviews, studies, Interconnection Facilities, and Electric System Modifications. Such approval will not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Producer shall notify PG&E at least five (5) business days prior to the initial testing.

- 5.6 In no event shall the delivery of the maximum electric power to PG&E's Electric System exceed the amount or other limitations specified in Section 2 and Appendix A of this Agreement. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in this Agreement, PG&E may require Producer to disconnect its Generating Facility from PG&E's Electric System until Producer demonstrates to PG&E's reasonable satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to PG&E. Further, should PG&E determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting PG&E's ability to utilize its Electric System in any manner, even if Producer's deliveries of electric power to PG&E's Electric System are within the limitations specified in this Agreement, PG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to PG&E's Electric System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect of electric power flowing from the Generating Facility to PG&E's Electric System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and PG&E may initiate termination in accordance with the terms of Section 4.2(b).
- 5.7 Producer shall not deliver reactive power to PG&E's Electric System unless the Parties have agreed otherwise in writing.
- 5.8 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E's Electric System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.9 If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration (Cogeneration Requirements)), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements, per Appendix D of this Agreement.

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

- 5.10 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for a NEM and/or NEM2 Generating Facility, that all major solar system components (if any) are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 5.11 Producer certifies as a part of each interconnection request for a NEM and/or NEM2 Eligible Generating Facility that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed “agreement” has been provided ensuring proper maintenance and continued system performance.
- 5.12 Producers on this tariff must pay for the interconnection of their NEM2 Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.
- 5.13 If Producer’s Generating Facility includes any energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E’s Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix I of this Agreement.
- 5.14 Smart Inverters
- For Producer applications received on or after September 9, 2017, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.
- Distribution Provider may require a field verification of the Producer’s inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.
- (Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at:
- [https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists.\)](https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists.)
- Verification of compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E’s Electric Rule 21.

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

An “existing inverter” is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Producer has submitted the interconnection application prior to September 9, 2017,
- (c) the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Producer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Producer replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

6. INTERCONNECTION FACILITIES

- 6.1 Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E’s Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer’s Generating Facility.
- 6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3 If the provisions of PG&E’s Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the

¹ A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Producer final inspection clearance from the governmental authority having jurisdiction over the generating system.

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

- 6.4 The Interconnection Facilities may include Net Generation Output Metering for determination of standby charges and applicable non-bypassable charges, and/or other meters required for PG&E's administration and billing pursuant to PG&E's tariffs for net energy metering.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

- 8.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

- 8.3 If Producer's Generating Facility employs solely of Renewable Electrical Generation Facilities the requirements of Section 8.1 shall be waived. However, to the extent that Producer has currently in force Commercial General Liability or Personal (Homeowner's) Liability insurance, Producer agrees that it will maintain such insurance in force for the duration of this Agreement in no less than amounts currently in effect. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operations. Such insurance shall provide for thirty (30) calendar days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5 Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
- 8.7 All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email ~~or fax~~ to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGContractMgmt@pge.com

~~c/o~~ EXIGIS-LLC
support@exigis.com
Fax: 646-755-3327

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

9. NOTICES

- 9.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the address specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

~~Pacific Gas and Electric Company~~
~~Attention: Electric Generation Interconnection - Contract~~
~~Management~~
~~245 Market Street~~
~~Mail Code N7L~~
~~San Francisco, California 94105-1702~~

If to Producer:

Customer-Generator Name: _____
Address: _____
City: _____
Phone: (_____) _____
FAX: (_____) _____

- 9.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

- 10.1 PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Electric System.
- 10.2 Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location,

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 13.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 13.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Company Name)	_____
_____ (Signature)	_____ (Signature)
_____ (Print Name)	_____ (Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix A**

APPENDIX A

**DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Producer)**

(Note: The Description of the Generating Facility should include, but not limited to, for each of the technology types of generation: spatial configuration, net and gross nameplate ratings, manufacturer, if the generators are certified under Rule 21, protection equipment, and intended mode of operation [i.e. non-export: export up to 2 seconds; inadvertent export: export between 2 seconds and 60 seconds; and continuous export: export greater than 60 seconds]. Additionally points of interconnection with PG&E, as well as locations and type of protection equipment and disconnect switches should be identified.)

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix B**

APPENDIX B

RULES “2” AND “21”

(Note: PG&E’s electric Rules “2” and “21” may be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction. PG&E’s tariffs, including Rules “2” and “21” can be accessed via the PG&E website at www.pge.com/tariffs. Upon request, PG&E can provide copies to Producer of Rules “2” and “21.”)



*Pacific Gas and
Electric Company®*

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)**

Appendix C

APPENDIX C (If Applicable)

**RULE 21 “SPECIAL FACILITIES” AGREEMENT
(Formed between the Parties)**

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix D**

APPENDIX D (When applicable)

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A
"COGENERATION FACILITY" PURSUANT TO SECTION 216.6 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PU Code (Cogeneration Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, the Generating Facility shall continue to meet the Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the Cogeneration Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Cogeneration Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Cogeneration Status Change and provide Notice to Producer of the Cogeneration Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Cogeneration Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E shall invoice the Producer's electric service account through which the Generating Facility is Interconnected with PG&E's Electric System for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PU Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix E**

APPENDIX E (When applicable)

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A
"DISTRIBUTED ENERGY RESOURCES GENERATION" FACILITY
PURSUANT TO SECTION 353.1 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

For the purpose of securing the tariff charge exemption available under Section 353.3 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for Distributed Energy Resources Generation as such term is used in Section 353.1 of the PU Code (DERG Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the DERG Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the DERG Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the DERG Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the DERG Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the DERG Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the DERG Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the DERG Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the DERG Status Change and provide Notice to Producer of the DERG Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the DERG Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the DERG Requirements. PG&E shall invoice the Producer electric service account through which the Generating Facility is Interconnected with PG&E's Electric System for any tariff charges that were not previously billed during the period between the effective date of the DERG Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the DERG Requirements and therefore was eligible for the exemption from tariff charges available under Section 353.3 of the PU Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT) Appendix F

APPENDIX F (When applicable)

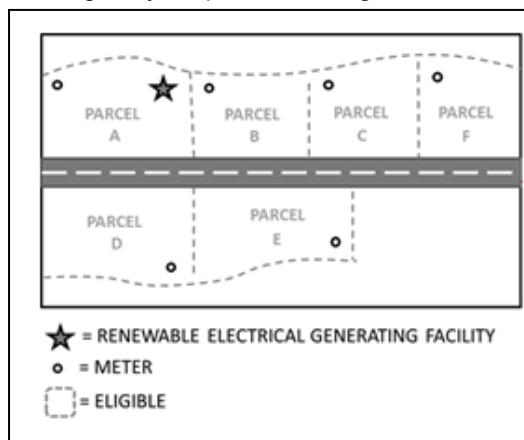
NEM2 LOAD AGGREGATION APPENDIX (If Applicable) CUSTOMER-GENERATOR DECLARATION WARRANTING NEM2 AGGREGATION IS LOCATED ON SAME OR ADJACENT OR CONTIGUOUS PROPERTY TO GENERATOR PARCEL

In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and

2) Each of the aggregated account meters associated with this NEM2 generator account are located either:

- (i) on the property where the renewable electrical generation facility is located, or
- (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Type/Print Name

Title

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
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 NEM2MT)

Appendix H

Appendix H

SCHEDULE NEM2 CUSTOMER-GENERATOR WARRANTY THAT IT MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER- GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL GENERATION FACILITY PURSUANT TO SECTION 2827.1 OF THE CALIFORNIA PUBLIC UTILITIES CODE

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM2 interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility).

Check Type of Renewable Electrical Generation Facility:

☐ biomass	☐ geothermal	☐ municipal solid waste
☐ solar thermal	☐ fuel cell	☐ landfill gas
☐ small hydroelectric generation	☐ ocean wave	☐ digester gas
☐ ocean thermal	☐ tidal current	☐ Storage/Batteries _____ amp hours _____ inverter kWh

NEM2 Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an “Eligible Customer-Generator” and its Generating Facility.
- (2) (a) meets the requirements of an “Renewable Electrical Generation Facility”, as defined in Section 2827(b)(5) of the California Public Utilities Code and (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission’s (CEC’s) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.² (Eligibility Requirements).

² The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>

**GENERATING FACILITY
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Appendix H

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):

- ☐ If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.
- ☐ If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electrical Generation Facility:

- ☐ Eligible Customer-Generator warrants that the Renewable Electrical Generation Facility is powered solely with renewable fuel.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its reasonable discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence, that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 20 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements – PG&E will provide a minimum of 10 business days notice to the Eligible Customer-Generator should PG&E decide an inspection is required. If PG&E determines in its reasonable judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix H**

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM2 Net Energy Metering Service for Eligible Customer-Generators.

Any amounts to be paid or refunded by Eligible Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Customer-Generator's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)**

Appendix I

APPENDIX I

(If Applicable)

**OPERATING REQUIREMENTS FOR ENERGY STORAGE
DEVICE(S)**

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- ☐ Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
- ☐ Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand. Normal peak demand is defined as the highest amount of power required from the Distribution System by Producer's complete facilities without the influence or use of the energy storage device(s).
- ☐ To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

For the annual period between _____ [Month/Day] and _____ [Month/Day]

And during the hours of _____

The storage device(s) will consume no more than a total of ____ kW from the Distribution System.

This operating constraint voids the need for the following specific mitigation scope:

No other charging function limitation is required for this Generating Facility except the requirements above. Producer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Producer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Producer is responsible to contact the utility for any modification to its equipment or change in operations that may result in increased load demand per Electric Rule 3.C.

If any operating requirement is specified above, Distribution Provider reserves the right to ask for data at the 15-minute interval level at any time to verify that the operating requirement is being met. Distribution Provider will make such request via a written notice no more than once per calendar quarter. Producer must provide such data within 30

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix I**

Calendar Days of the written request.

If the Generating Facility fails to adhere to the operating requirements at any time, it will be disconnected immediately in accordance with Rule 21 Section D.9 and not reconnected until an approved mitigation (e.g., supervising controls) is in place as determined by Distribution Provider.



**GENERATING FACILITY
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Appendix J**

NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established and Approved by the CPUC as Needed.

Starting January 1, 2017, Customer applying for Schedule NEMFC, as revised pursuant to Assembly Bill 1637 (2016), agree as follows:

That their Eligible Fuel Cell Electrical Generating Facility must meet the reduction in greenhouse gas emissions standard to be established as required by the California Public Utilities (PU) Code Section 2827.10.

Since the applicable standards are not yet released by the California Air Resources Board (ARB) and/or approved as may be needed by the California Public Utilities Commission (CPUC), Customer agrees and understands that their approval for participation in NEMFC is contingent on their system meeting the new standard within three months of when the new standard becomes available. Specifically, I, Customer, understand and agree that if my fuel cell generator does not meet the ARB emission standard I will not be eligible for NEMFC.

Specifically, I will be responsible for the following:

1. Payment of all interconnection costs, including fees, studies, system upgrades, and any other pertinent interconnection costs.
2. Payment of the following nonbypassable charges on all departed load served by the fuel cell installed at my premises including but not limited to,
 - a. Public Purpose Program Charges;
 - b. Nuclear Decommissioning;
 - c. Department of Water Resources Bond Charges; and
 - d. Competition Transition Charge;
 - e. Other charges that the CPUC determines are to be charged on departed load and for which there is no exception for fuel cells pursuant to Schedule E-DCG.
3. I understand that I may be required to take service on standby tariff pursuant to Schedule S or Schedule SB and pursuant to PU Code Section 2827.10(f)(2)(A).
4. I further understand that I will not be eligible for Rate Schedule NEMFC and will no longer receive any credit for any exports to the grid.

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)



Electric Sample Form 79-1137

Sheet 1

Interconnection Agreement for Net Metering for a Renewable Electrical
Generation Facility of 1,000 kW or Less, Except Solar Or Wind

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 ~~KW~~ KW OR LESS, EXCEPT SOLAR OR WIND

This *Interconnection Agreement for Net Energy Metering for a Renewable Electrical Generation Facility of 1,000 kW or Less, Except Solar Or Wind* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

- 1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NEM (if this is a NEM Solar or Wind Generating Facility, please use form 79-978) (Generating Facility) in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E's electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

- 2.1 A description of the Generating Facility, including a summary of its significant components, and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Distribution System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).
- 2.2 Generating Facility identification number: _____ (Assigned by PG&E).
- 2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).
- 2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:
- Name: _____
- Address: _____
- City/Zip Code: _____

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 ~~KW~~ KW OR LESS, EXCEPT SOLAR OR WIND

- 2.5 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement is _____.
- 2.6 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.7 The Gross Nameplate Rating of the Generating Facility: _____ kW.
- 2.8 The Net Nameplate Rating of the Generating Facility: _____ kW.
- 2.9 The expected annual energy production of the Generating Facility is _____ kWh.
- 2.10 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists>.

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or
- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

² A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments, (continued next page)
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 ~~KW~~-kW OR LESS, EXCEPT SOLAR OR WIND

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

- Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
- Appendix B A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work* (62-4527), if applicable (Formed by the Parties).
- Appendix C Schedule NEM / NEMV Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code.
- Appendix D NEM Load Aggregation Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section G.1.m.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 ~~KW~~-kW OR LESS, EXCEPT SOLAR OR WIND

- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 ~~KW~~ KW OR LESS, EXCEPT SOLAR OR WIND

authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.

- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (Between 30 kW and 1000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental Application* (Form 79-998); (3) a signed and completed *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in section 6 and provide the following for insurance policies in place.

Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.

The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 ~~KW~~ kW OR LESS, EXCEPT SOLAR OR WIND

cancellation, termination, alteration, or material change of such insurance.

PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in section 6, the following insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause.

- 9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

- 9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

- 9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email ~~or fax~~ to the following:



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Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

~~c/o EXIGIS LLC~~
~~support@exigis.com~~
~~Fax: 646-755-3327~~

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

~~Pacific Gas and Electric Company~~
~~Attention: Generation Interconnection Services Contract~~
~~Management~~
~~245 Market Street~~
~~Mail Code N7L~~
~~San Francisco, California 94105-1702~~

If to Customer-Generator:

Customer-Generator Name: _____

Address: _____

City: _____



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Phone: (_____) _____

FAX: (_____) _____

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

- 12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.
- 12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules



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applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Customer-Generator's Name	_____
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date



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APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)



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APPENDIX B
(If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or
Allocation of Special Facilities (Forms 79-255, 79-280, 79-702)
or Agreements to Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)



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Appendix C

**SCHEDULE NEM CUSTOMER-GENERATOR WARRANTY THAT IT
MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER-
GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL
GENERATION FACILITY PURSUANT TO SECTION 2827 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM or NEMV interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility)

Check Type of Renewable Electrical Generation Facility:

☐ biomass	☐ geothermal	☐ municipal solid waste
☐ solar thermal	☐ fuel cell	☐ landfill gas
☐ small hydroelectric generation	☐ ocean wave	☐ digester gas
☐ ocean thermal	☐ tidal current	

NEM / NEMV Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an "Eligible Customer-Generator" and its Generating Facility.
- (2) (a) meets the requirements of an "Renewable Electrical Generation Facility", as defined in Section 2827(b)(5) of the California Public Utilities Code and
(b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.³ (Eligibility Requirements).

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):

- ☐ If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.
- ☐ If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

³ The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>



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If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electric Generation Facility:

☐ Eligible Customer-Generator warrants that the Renewable Generation Facility is powered solely with renewable fuel.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its sole discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM or NEMV, Net Energy Metering Service for Eligible Customer-Generators.

Any amounts to be paid or refunded by Eligible Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Customer-Generator's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____



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Date: _____



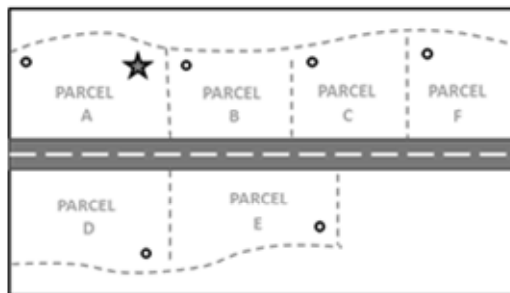
INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 ~~KW~~ kW OR LESS, EXCEPT SOLAR OR WIND

Appendix D NEM LOAD AGGREGATION APPENDIX (If Applicable)

Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In accordance with Schedule NEM, I, Customer-Generator represent and warrant under penalty of perjury that:

- 1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and
- 2) Each of the aggregated account meters associated with this NEM generator account are located either:
 - (i) on the property where the renewable electrical generation facility is located, or
 - (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



★ = RENEWABLE ELECTRICAL GENERATING FACILITY
○ = METER
□ = ELIGIBLE

For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

- 3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and
- 4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and
- 5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Type/Print Name



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Title



Electric Sample Form No. 79-1137-02

Sheet 1

Interconnection Agreement for Net Energy Metering (NEM2/NEM2V) for a
Renewable Electricity Generation Facility of 1,000 Kilowatts or Less, Except Solar or Wind

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 kW OR LESS, EXCEPT SOLAR OR WIND

This INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND (Agreement) ¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

- 1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NEM2 (if this is a NEM Solar or Wind Generating Facility less than 1,000 kWh, please use form 79-978) (Generating Facility) in parallel with PG&E's Electric System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E's electric rate Schedule NEM2 (NEM2), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

- 2.1 A description of the Generating Facility, including a summary of its significant components, and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).
- 2.2 Generating Facility identification number: _____ (Assigned by PG&E).
- 2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.

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METERING 2 (NEM2/NEM2V) FOR A RENEWABLE
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- 2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

- 2.5 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement is _____.
- 2.6 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.7 The Gross Nameplate Rating of the Generating Facility: _____ kW.
- 2.8 The Net Nameplate Rating of the Generating Facility: _____ kW.
- 2.9 The expected annual energy production of the Generating Facility is _____ kWh.
- 2.10 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists>.)

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

² A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments, (continued next page)
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 ~~KW~~KW OR LESS, EXCEPT SOLAR OR WIND

(d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).

Appendix B A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work* (62-4527), if applicable (Formed by the Parties).

Appendix C Schedule NEM2 / NEM2V Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code.

Appendix D NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section G.1.m.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM2.

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 20 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.

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- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
 - (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 ~~KW-kW~~ OR LESS, EXCEPT SOLAR OR WIND

provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities* (Form 79-974-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND* (Form 79-1137-02); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Applicant certifies as a part of each interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

INTERCONNECTION AGREEMENT FOR NET ENERGY
METERING 2 (NEM2/NEM2V) FOR A RENEWABLE
ELECTRICAL GENERATION FACILITY
OF 1,000 ~~KW~~ KW OR LESS, EXCEPT SOLAR OR WIND

- 9.1 Customer-Generator Facility is required to comply with standards and rules set forth in Section 6 and provide the following for insurance policies in place.
- 9.2 Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.
- 9.3 The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 9.4 PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

If at any time during this agreement the Customer-Generator fails to meet the requirements in Section 6, the following insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
 - (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
 - (c) Contain a severability of interest clause or cross-liability clause.
- 9.5 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.
- 9.6 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.



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- 9.7 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email ~~or fax~~ to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGContractMgmt@pge.com

~~c/o EXIGIS LLC~~
~~support@exigis.com~~
~~Fax: 646-755-3327~~

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy..

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGContractMgmt@pge.com

~~Pacific Gas and Electric Company~~
~~Attention: Generation Interconnection Services Contract~~
~~Management~~
~~245 Market Street~~
~~Mail Code N7L~~
~~San Francisco, California 94105-1702~~

If to Customer-Generator:

Customer-Generator Name: _____

Address: _____

City: _____

**INTERCONNECTION AGREEMENT FOR NET ENERGY
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Phone: () _____

FAX: () _____

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

- 12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.
- 12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. DISPUTES

15.1 Dispute Resolution

Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

16. REVIEW OF RECORDS AND DATA

16.1 Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

16.2 Maintenance of Tax Status



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Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds

17. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 17.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 17.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 17.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 17.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

18. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

19. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

20. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

<i>(Customer-Generator's Name)</i> <i>(Signature)</i> <i>(Print Name)</i> <i>(Title)</i>	PACIFIC GAS AND ELECTRIC COMPANY <i>(Signature)</i> <i>(Print Name)</i> <i>(Title)</i>



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(Date)

(Date)

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APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)



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APPENDIX B (If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of
Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to
Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)

INTERCONNECTION AGREEMENT FOR NET ENERGY
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Appendix C

**SCHEDULE NEM2 CUSTOMER-GENERATOR WARRANTY THAT IT
MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER-
GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL
GENERATION FACILITY PURSUANT TO SECTION 2827 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM2 or NEM2V interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility)

Check Type of Renewable Electrical Generation Facility:

☐ biomass	☐ geothermal	☐ municipal solid waste
☐ solar thermal	☐ fuel cell	☐ landfill gas
☐ small hydroelectric generation	☐ ocean wave	☐ digester gas
☐ ocean thermal	☐ tidal current	

NEM2 / NEM2V Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an "Eligible Customer-Generator" and its Generating Facility.
- (2) (a) meets the requirements of an "Renewable Electrical Generation Facility", as defined in Section 2827(b)(5) of the California Public Utilities Code and
(b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.³ (Eligibility Requirements).

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):

☐ If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.

☐ If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electric Generation Facility:

³ The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>



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☐ Eligible Customer-Generator warrants that the Renewable Generation Facility is powered solely with renewable fuel.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its sole discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM2 or NEM2V, Net Energy Metering Service for Eligible Customer-Generators.

Any amounts to be paid or refunded by Eligible Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Customer-Generator's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 ~~KW~~ kW OR LESS, EXCEPT SOLAR OR WIND

Appendix D NEM2 LOAD AGGREGATION APPENDIX (If Applicable)

Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

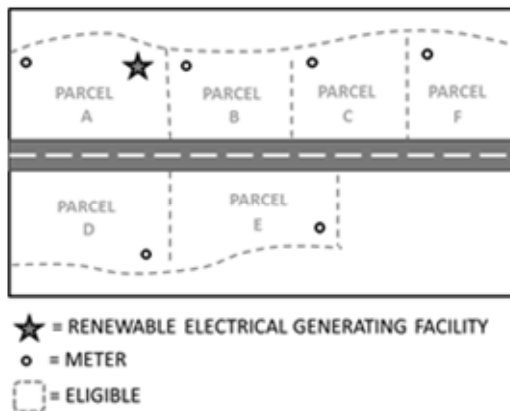
In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and

2) Each of the aggregated account meters associated with this NEM2 generator account are located either:

(i) on the property where the renewable electrical generation facility is located, or

(ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there

is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Date

Signature

Type/Print Name

Title



ELECTRIC SAMPLE FORM 79-1141
AGREEMENT FOR SCHEDULE A-15
FIXED USAGE ESTIMATE

Sheet 1

**Please Refer to Attached
Sample Form**



AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE

DISTRIBUTION

- ☐ Customer (Copy)
- ☐ Division ES&S (Copy)
- ☐ Records Processing (Original)

REFERENCES

BD.#: _____
SA #: _____

This Agreement between _____
(Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company on Schedule A-15F at the locations reported for equipment described in the attachments to this Agreement and billing data reported monthly or annually as required by this Agreement and subject to review by the Company for unmetered status.

WHEREAS, in the Company's opinion, it would be impractical, infeasible, or cost prohibitive to install direct current (DC) electric meters at the requested locations and for equipment installed subject to this Agreement; and

WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from manufacturer's specifications and operating characteristics of the Customer, or through the use of a temporary measuring device or DC monitor; and

WHEREAS, pursuant to the Company's electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service as provided herein.

NOW THEREFORE, in consideration of the terms and covenants contained herein, Customer and the Company hereby agree as follows:

1. Customer's equipment that is the subject of this Agreement, are identified in the data sheets set forth in Attachment A (Equipment). Each location will be considered a separate account and billed on the Company's regular monthly billing cycle for the applicable area. Each location will be evaluated for unmetered service separate from any other location. Billing of fixed usage will be done under the rate schedule indicated on Attachment A. Billing will be based on the methodology described in paragraph 3, below. This Agreement is for Equipment directly connected to the Company's distribution system, and is not available for equipment connected via a third party service, or third party equipment.
2. Each individual piece of Equipment shall constitute a separate unit for purposes of this Agreement. The method of determining the electric usage for each unit shall be as follows:
 - a) Customer shall provide the Company all of the information necessary to complete Attachment A, including without limitation, the description of the equipment model, type, unit and load, prior to the installation of any Equipment. To facilitate completion of Attachment A, third party testing results or metered results are required where Customer has no manufacturer data. Information to verify the number and location of all Equipment at each service location shall be reported as described in Attachment A.
3. The monthly energy charge will be based on Equipment identified in Attachment A and the calculated kilowatt hours (kWh) applied to all locations for that equipment from the documented average consumption or rated input under paragraph 2a, above. The monthly charge shall also include all other charges under the General Services rate Schedule A-15, including the single customer charge per location, and single facility charge per location.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE

- 4 Pursuant to Section D of the Company's Electric Rule 3, Customer will promptly furnish the Company with notice of any changes in the connected or rated electrical loads or operating characteristics of such load for Equipment and each location for which service is provided under this Agreement, Attachment A shall be revised for the Equipment in question. As required in paragraph 6, Customers shall furnish the Company with information with a frequency and in a format acceptable to the Company, verifying and reconciling the Equipment at each service location, current installs and removals for the month or annually, including changes in Model or type of equipment. Any changes relating to the Model or type shall be reported as described in Attachment A. Any changes relating to the number or location of any Equipment and reflecting the net result of any installations or removals shall be reported as described in Attachment A. If it is determined that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with Electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the applicable charges for this electrical load, calculated in accordance with paragraphs 2 and 3, above. The Company reserves the right to field or bench test Customer's Equipment to verify the full rated input or average consumption. The Company reserves the right to review calibration records of Customer's test equipment used to provide measured load for previously existing legacy ~~grandfathered~~ units.
5. Auditing will be conducted at the Company's sole discretion. Customer will provide a complete and accurate inventory and other information as required in paragraph 4 and in Attachment A. Customer shall provide access to Equipment and provide assistance to the Company as necessary to complete the audit. The Company shall have the right to collect the costs of the additional field verification work that would otherwise not be incurred in serving metered facilities.
6. As provided for in the Company's Electric Rule 11, Section A.1, billing will continue until such time that Customer informs the Company with 2 days prior written notice to: a) terminate billing; and b) as a condition of this Agreement, to make proper notification for scheduling the Company to de-energize Customer's Equipment.
7. Only duly authorized employees or agents of the Company may connect Customer's electrical loads to, or disconnect the same from, the Company's electric distribution facilities.
8. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on private property or within the public right of way.
9. Service furnished in accordance with this Agreement shall in all respects be subject to Company's applicable tariffs on file with the California Public Utilities Commission and shall at times be subject to such changes or modifications by the California Public Utilities Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
10. Customer's Equipment shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95. Customer will inform the Company as to the state, county, or local government authority with jurisdiction to approve installation of facilities to be energized, obtain proper inspection clearance or other approvals as required, and provide evidence of clearance to the Company. Where no state, county or local government authority has jurisdiction over Customer's installation, Customer will inform the Company of that fact and will provide the Company with a letter



AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE

from Customer's qualified electrical engineer or engineering consultant authorizing Company to energize service to Customer's Equipment and indicating compliance with Customer's design criteria.

11. This Agreement may be cancelled by either party on thirty (30) days prior written notice to the other party, which shall result in termination of service, unless: a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status.
12. The Company may, at a later date, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue unmetered service.
13. If Customer acquires additional unmetered facilities through merger, purchase, or other forms of acquisition, all such acquired unmetered facilities shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment A(s), if such additional unmetered facilities have not previously been identified to the Company. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of paragraph 18.
14. The Company is authorized to revise the form of Attachment A at its sole discretion and at any time require additional information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.
15. All notices required herein shall be given in writing and delivered personally, by United States Postal Service or other nationally recognized courier service to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer:	_____	Pacific Gas and Electric Company
Address:	_____	Billing Revenue & Records
	_____	P.O. Box 8329
	_____	Stockton, CA 95208
Attn:	_____	Attn. Unmetered Electric Usage

16. Customer's bill shall be mailed to the address listed below and in Attachment A.

Billing Name:	_____
Address:	_____

Attn:	_____

17. The waiver by either Party of any default in the performance, or failure to insist on strict performance, by the other or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.



AGREEMENT FOR SCHEDULE A-15 FIXED USAGE ESTIMATE

18. Customer may, with the Company's written consent, assign this Agreement if the assignee agrees in writing to perform all of Customer's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains responsible for all obligations under this Agreement up to the effective date of the assignment. In lieu of an assignment, the Customer's successor in interest may retrofit the Equipment for metering under Company's existing tariffs.

APPROVED:

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	_____
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)



DISTRIBUTION	REFERENCES
Original	Date of Agmt. _____
☐ Billing Rev & Records	Date of Attachment _____
Copies	BD# _____
☐ Division ES&S	SA# _____
☐ Service Planning	
☐ Customer	

Attachment A to Agreement for Schedule A-15 Fixed Usage Estimate

(Form to be completed by PG&E)

Applicant: _____
Address: _____
Billing Name: _____
Address (if different from mailing): _____

Equipment billing information (to be completed by Pacific Gas and Electric Company)

Manufacturer/model or series _____
Equipment type _____

Basic calculation for monthly kiloWatt hours (kWh) rounded to the nearest whole kWh for billing.

Rate Schedule	kWh/month billing	
	Summer	Winter
A-15		

Applicant must provide the following:

- ° equipment model, type and unit identification number
- ° Input ratings in amps, nominal volts or documented average consumption
- ° Description of apparatus, if any, which controls hours of equipment operation, or other operating characteristics including range of efficiency rating, selectable range of voltages, and any other information deemed necessary by Pacific Gas and Electric Company to accurately establish billing amounts.

Additional documentation and attachments as required by Pacific Gas and Electric Company:

- ° Pursuant to paragraphs 2a and 4 of the Agreement, for billing reporting, information required includes, but is not limited to:
- ° Equipment location (e.g., Street address number, GPS coordinate or other acceptable identification)
- ° Notification of tax exemptions which apply to the provisions of service under this Agreement

Provide the following when requesting service through Pacific Gas and Electric Company local offices

- ° A copy of the Agreement and Attachments for Schedule A-15 Fixed Usage Estimate
- ° Necessary information to complete an Electric Rule 3 request for service if required

° "Automated Document, Preliminary Statement, Part A".



Electric Sample Form No. 79-1191

Sheet 1

Generating Facility Interconnection Agreement for Local Government Renewable Energy
Self-Generation Bill Credit Transfer (RES-BCT)

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>July 8, 2021</u>
<i>Effective</i>	<u> </u>
<i>Resolution</i>	<u> </u>



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

This Generating Facility Interconnection Agreement for Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT), (Agreement) is entered into by and between

_____, a
_____, (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Local Government Renewable Energy Self Generation Bill Credit Transfer Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1. A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2. Generating Facility identification number: _____ (Assigned by PG&E).

2.3. Producer's electric service agreement ID number: _____ (Assigned by PG&E).

2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

2.5. The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6. The Net Nameplate Rating of the Generating Facility is _____ kW.

2.7. The expected annual energy production of the Generating Facility is _____ kWh.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

- 2.8. For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the Generating Facility ☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.
- 2.9. The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

- 3.1. This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.
- | | |
|-------------|---|
| Appendix A- | Description of Generating Facility and Single-Line Diagram (Supplied by Producer). |
| Appendix B- | Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E). |
| Appendix C- | A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties). |
| Appendix D- | Producer Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2830 of the California Public Utilities Code |
| Appendix E- | Producer Certification that it meets the Definition of a Local Government, as Defined in Public Utilities Section 2830(A) |
- 3.2. When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21, Section C.

4. TERM AND TERMINATION

- 4.1. This Agreement shall become effective as of the last date entered in Section 19, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 11 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

- 4.2. Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.
- 4.3. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4. Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

- 5.1. If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration) (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 11.1 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that its Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with Section 216.6 of the PUC. If PG&E



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determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Status Change).

- 5.1.1. PG&E shall revise its records and the administration of this Agreement to reflect the Status Change and provide Notice to Producer of the Status Change pursuant to Section 12.1 below. This Notice shall specify the effective date of the Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E's Notice shall include an invoice for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PUC.
- 5.1.2. Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this Section 5.1, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.
- 5.2. The Producer certifies that their inverter-based Generating Facilities will upon receiving permission to operate from PG&E fully comply with Section Hh of Rule 21 that is in effect at the time the application is received, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Producer inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists>.)

Verification of inverter model's compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

6. INTERCONNECTION FACILITIES

- 6.1. Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer's Generating



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

Facility.

- 6.2. Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3. If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

7. DISTRIBUTION UPGRADES

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in a Special Facilities Agreement attached to and made a part of this Agreement as Appendix C. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

8. NETWORK UPGRADES

- 8.1. No portion of this Section 8 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.
- 8.2. The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades required to interconnection this Generating Facility. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 8.2.1 directs otherwise.
 - 8.2.1. To the extent that the CAISO Tariff, as referenced in Rule 21 section E.4, provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts



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paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

8.2.1.1. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 8.2.1, the Interconnection Customer, the Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the nonusage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

8.2.1.2. If the Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 8.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

8.3. Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

9. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

10. INSURANCE

10.1. In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

10.2. The general liability insurance required in Section 10.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

10.3. Evidence of the insurance required in Section 10.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

10.4. Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

- 10.5. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 10.1 through 10.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 10.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 10.1.
- 10.6. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email ~~or fax~~ to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

~~e/o EXIGIS-LLC~~
~~support@exigis.com~~
~~Fax: 646-755-3327~~

11. NOTICES

- 11.1. Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

~~Pacific Gas and Electric Company~~
~~Attention: Electric Generation Interconnection – Contract~~
~~Management~~
~~245 Market Street~~
~~Mail Code N7L~~
~~San Francisco, California 94105-1702~~

If to Producer:

Producer Name: _____
Address: _____
City: _____



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Phone: () _____

FAX: () _____

11.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 11.1.

11.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

12.1. PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.

12.2. Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

15.1. This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

15.2. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.



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15.3. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

15.4. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

BY:

_____	PACIFIC GAS AND ELECTRIC COMPANY
(Producer's Company Name)	
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)



*Pacific Gas and
Electric Company®*

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APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Producer)



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APPENDIX B

RULES “2” AND “21”

Note: PG&E’s electric Rules “2” and “21” may be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction. PG&E’s tariffs, including Rules “2” and “21” can be accessed via the PG&E website at www.pge.com/tariffs. Upon request, PG&E can provide copies to Producer of Rules “2” and “21.”)



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APPENDIX C (If Applicable)

RULE 21 "SPECIAL FACILITIES" AGREEMENT
(Formed between the Parties)



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APPENDIX D

**PRODUCER WARRANTY THAT IT MEETS THE REQUIREMENTS
FOR AN ELIGIBLE RENEWABLE GENERATING FACILITY
PURSUANT TO SECTION 2830 OF THE CALIFORNIA PUBLIC
UTILITIES CODE**

Identify the Type of Renewable Electrical Generation Facility:

☐ biomass	☐ geothermal	☐ municipal solid waste
☐ solar thermal	☐ fuel cell	☐ landfill gas
☐ small hydroelectric generation	☐ ocean wave	☐ digester gas
☐ ocean thermal	☐ tidal current	

RES-BCT Producer declares that its Generating Facility:

- (1) meets the requirements of an "Eligible Renewable Generating Facility", as defined in Section 2830(a)(4) of the California Public Utilities Code and
- (2) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.¹ (Eligibility Requirements).

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2830(a)(4) and Public Resource Code Section 25741 paragraph 1(a):

☐ If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Producer warrants that the fuel cell is powered solely with renewable fuel.

☐ If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electric Generation Facility:

☐ Eligible Producer warrants that the Renewable Generation Facility is powered solely with renewable fuel.

¹ The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>



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Eligible Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Producer and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Producer or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Producer shall promptly provide PG&E with Notice of such change pursuant to Section 12 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its sole discretion, that Eligible Producer or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Producer to provide evidence that Eligible Producer and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Producer to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that Eligible Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Producer again demonstrates to PG&E's reasonable satisfaction that Eligible Producer meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Producer of the Eligibility Status Change pursuant to Section 12 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Producer and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Producer for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Producer's representations that Eligible Producer and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the provisions of PG&E's Schedule RES-BCT.

Any amounts to be paid or refunded by Eligible Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Producer's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Producer Signature: _____

Name: _____

Title: _____

Date: _____



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RENEWABLE ENERGY SELF-GENERATION BILL
CREDIT TRANSFER (RES-BCT)

APPENDIX E

**PRODUCER CERTIFICATION THAT IT MEETS THE DEFINITION OF
A LOCAL GOVERNMENT, AS DEFINED IN PUBLIC UTILITIES
SECTION 2830(A)**

The Producer certifies that it is a Local Government that meets the definition of a "Local Government" as defined in Public Utilities code (PU) Section 2830 (a) (6) and, where applicable, PU Section 2830 (a) (3).

PU Code § 2830 (a) (6) reads as follows:

"Local government" means a city, county, whether general law or chartered, city and county, special district, school district, political subdivision, or other local public agency, but shall not mean a joint powers authority, the state or any agency or department of the state, other than an individual campus of the University of California or the California State University.

And a campus is defined in PU Code 2830 (a) (3) as:

"Campus" means an individual community college campus, individual California State University campus, or individual University of California campus.

In addition applicant certifies that all of the service agreements listed on the submitted Rule 21 Generation Interconnection Application are accounts for this same Local Government.

I am duly authorized to make this certification on behalf of the Local Government submitting this RES-BCT Application.

Name: _____

Title: _____

Authorized Signature: _____

Date _____



Electric Sample Form No. 79-1192

Sheet 1

Interconnection Agreement for Non-Export Storage Generating Facilities 500KW or Less

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

July 8, 2021



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500 ~~KW~~ kW or LESS

This *INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES*
500 kW or LESS (Agreement) is entered into by and between

_____, a
_____, (Producer), and Pacific Gas and
Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to
in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and
obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Non-Export Storage
Generating Facility or Non-Export Alternating Current/Direct Current (AC/DC) Converter in parallel
with PG&E's Distribution System to serve the electrical loads connected to the electric service
account that PG&E uses to interconnect Producer's Generating Facility or Non-Export AC/DC
Converter (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the
electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility
through Producer's circuits). To be eligible for interconnection using this agreement, Producer's
Non-Export Energy Storage Generating Facility or Non-Export AC/DC Converter interconnection
must satisfy the Fast Track Process technical review requirements of Rule 21 Section F.2 and all
of the following requirements must be met:

1.1 The Producer must meet all the eligibility criteria described in Rule 21, Section N.1 for the
expedited storage interconnection process, including:

- (a) Producer must have electronically submitted a completed Interconnection Request,
including completing all application fields and submitting all supporting documentation
necessary to facilitate the expedited review as required by Distribution Provider. Such
documentation may include, but is not limited to, single line diagrams with specific details,
manufacturer data sheets for proposed equipment, description of control systems,
validation of the right to do business in the state, etc. PG&E shall clearly communicate
these requirements as part of the application process. Producer shall select this process
option in the Interconnection Request.
- (b) Producer's Interconnection Request must be eligible for, and select, the Fast Track
Process, as described in Rule 21.
- (c) Producer's Interconnection Request must pass Fast Track Initial Review and not require
any Interconnection Facilities, Distribution Upgrades or Network Upgrades to remain
eligible under this Section. As such, Interconnection Requests that select the Cost
Envelope Option are not eligible.

1.2 The Producer's Generating Facility (except for Non-Export AC/DC Converters which are
addressed in Section 1.3) must meet and adhere to all of the following criteria, per Rule 21
Section N.2.

(a) The Generating Facility must be comprised solely of the following specific categories of
generation technology: Non-Exporting battery storage

(b) The Generating Facility must have an aggregate maximum inverter nameplate rating of no



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500 ~~KW~~ ~~kW~~ or LESS

greater than 500 kW. There is no limitation on an energy storage device's kWh capacity rating.

- (c) The Generating Facility must be located behind an existing single retail meter and Point of Common Coupling with a single, clearly marked and accessible disconnect. No other Generators, other than isolated back-up Generators, may be at the same Point of Interconnection or Point of Common Coupling.
 - (d) Generating Facility must utilize Option 3 (Certified Non-Islanding Protection) or Option 4 (Relative Generating Facility Rating) to meet the non-export protection requirements of Screen I in Section G.1.i.
 - (e) The Generating Facility must have a single or coordinated control system for all charging functions if utilizing multiple inverters. The control system must also ensure that there is no increase in the Interconnection Customer's existing peak load demand.
 - (f) The Generating Facility must utilize only inverter-based, UL 1741 and UL 1741 SA-listed equipment. Additionally, all installed equipment must meet Distribution Provider's current electric service requirements with no violations or variances.
- 1.3 The Producer's Non-Export AC/DC Converter must meet and adhere to all of the following criteria, per Rule 21 Section O.
- (a) The Producers facilities must be comprised solely of the following specific categories of generation technology: an Non-Export AC/DC Converter as defined in Section C of Rule 21
 - (b) The Non-Export AC/DC Converter must have an aggregate maximum inverter nameplate rating of no greater than 500 kW. There is no limitation on an energy storage device's kWh capacity rating.
 - (c) The Non-Export AC/DC Converter must be located behind an existing single retail meter and Point of Common Coupling with a single, clearly marked and accessible disconnect. No other Generators, other than isolated back-up Generators, may be at the same Point of Interconnection or Point of Common Coupling.

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY OR Non-Export AC/DC CONVERTER

- 2.1. A description of the Generating Facility or Non-Export AC/DC Converter, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility or Non-Export AC/DC Converter and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).
- 2.2. Generating Facility identification number: _____ (Assigned by PG&E).
- 2.3. Producer's electric service account number: _____ (Assigned by PG&E).
- 2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility or Non-Export AC/DC Converter with PG&E's Distribution System:



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500 ~~KW~~ ~~kW~~ or LESS

Name: _____
Address: _____
City/Zip Code: _____

- 2.5. The Gross Nameplate Rating for the inverter of the Storage Generating Facility is: _____ kW (if applicable)

The Gross Nameplate Rating for Non-Export AC/DC Converter is: _____ kW (if applicable)

The Net Nameplate Rating of the Generating Facility is _____ kW.
(must be 500 kW or less) (not required for Non-Export AC/DC Converters)

- 2.6. The expected annual energy production of the Generating Facility or Non-Export AC/DC Converter is _____ kWh.

- 2.7. The Generating Facility's or Non-Export AC/DC Converter expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

- 3.1. This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

Appendix A-	Description of Generating Facility and Single-Line Diagram (Supplied by Producer).
Appendix B-	Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
Appendix C -	(Intentionally Left Blank)
Appendix D-	Operating Requirements for Energy Storage Device(s).

- 3.2. When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21, Section C.

4. TERM AND TERMINATION

- 4.1. This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility or Non-Export AC/DC Converter is interconnected to PG&E's Distribution System is closed or terminated.



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES ~~500 kW~~ or LESS

- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.
- 4.2. Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
 - (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility or Non-Export AC/DC Converter is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility or AC/DC Converter per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's or Non-Export AC/DC Converter's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility or Non-Export AC/DC Converter. PG&E shall deem the Generating Facility or Non-Export AC/DC Converter to be abandoned if PG&E determines, in its sole opinion, the Generating Facility or Non-Export AC/DC Converter is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility or Non-Export AC/DC Converter affirming Producer's intent and ability to continue to operate the Generating Facility or Non-Export AC/DC Converter.
- 4.3. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4. Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.
- 5. GENERATING FACILITY OR Non-Export AC/DC CONVERTER, OPERATION AND CERTIFICATION REQUIREMENTS
 - 5.1. The electric power produced by Producer's Generating Facility or Non-Export AC/DC Converter shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility or Non-Export AC/DC Converter (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility or AC/DC Converter through Producer's circuits). Producer shall attempt in good faith to regulate the electric power output of Producer's Generating Facility or AC/DC Converter so as to prevent the flow of electric energy from the Generating Facility or Non-Export AC/DC Converter to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive,



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500 ~~KW~~ KW or LESS

purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility or AC/DC Converter.

- 5.2. Given that the Producer's Generating Facility or Non-Export AC/DC Converter includes energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix D of this Agreement.

6. INTERCONNECTION FACILITIES

- 6.1. Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer's Generating Facility or Non-Export AC/DC Converter.
- 6.2. Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3. If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

- 8.1. In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility or Non-Export AC/DC Converter is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility or Non-Export AC/DC Converter is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility or Non-Export AC/DC Converter is twenty (20) kW or less.



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500 ~~KW~~ kW or LESS

- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility or AC/DC Converter is ten (10) kW or less and Producer's Generating Facility or Non-Export AC/DC Converter is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

- 8.2. The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3. If Producer's Generating Facility or Non-Export AC/DC Converter is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.
- 8.4. Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5. Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
- (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
- 8.7. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance, if any, shall be made available to PG&E upon request.

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500 ~~KW~~ kW or LESS

9. NOTICES

- 9.1. Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com
~~_____ [Contact information to be supplied]~~

If to Producer: [Contact information to be supplied]

- 9.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

- 10.1. PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or Non-Export AC/DC Converter or its interconnection with PG&E's Distribution System.
- 10.2. Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as 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.



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500 ~~KW~~ kW or LESS

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

13.1. This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

13.2. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

13.3. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

13.4. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

13.5. In accordance with PG&E Advice Letter 4941-E-A, the provisions provided for in Rule 21 Section N and covered under this interconnection agreement are being implemented under a pilot approach with a July 1, 2017 through June 30, 2018 reporting period. As such, the provisions may be continued, modified and/or withdrawn as determined by the Commission.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500 ~~KW~~ kW or LESS

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

BY:

	<u>PACIFIC GAS AND ELECTRIC COMPANY</u>
<u>(Producer's Company Name)</u>	
<u>(Signature)</u>	<u>(Signature)</u>
<u>(Print Name)</u>	<u>(Print Name)</u>
<u>(Title)</u>	<u>(Title)</u>
<u>(Date)</u>	<u>(Date)</u>



**INTERCONNECTION AGREEMENT FOR NON-EXPORT
STORAGE GENERATING FACILITIES 500 ~~KW~~ kW or
LESS
— Appendix A —**

**APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Producer)**



**INTERCONNECTION AGREEMENT FOR NON-EXPORT
STORAGE GENERATING FACILITIES 500 ~~KW~~ kW or
LESS
— Appendix B —**

**APPENDIX B
RULES “2” AND “21”
(and any other Tariffs pertinent to the situation)
(Provided by PG&E)**

(Note: PG&E's tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.)



**INTERCONNECTION AGREEMENT FOR NON-EXPORT
STORAGE GENERATING FACILITIES 500 ~~KW~~ kW or
LESS
— Appendix C —**

APPENDIX C

(Intentionally Left Blank)



**INTERCONNECTION AGREEMENT FOR NON-EXPORT
STORAGE GENERATING FACILITIES 500 KW KW or
LESS
— Appendix D —**

APPENDIX D

(If Applicable)

**OPERATING REQUIREMENTS FOR
ENERGY STORAGE DEVICE(S)**

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- ☐ Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
- ☐ Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand. Normal peak demand is defined as the highest amount of power required from the Distribution System by Producer's complete facilities without the influence or use of the energy storage device(s).

- ☐ To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

For the annual period between _____ [Month/Day] and _____ [Month/Day]

And during the hours of _____

The storage device(s) will consume no more than a total of ____ kW from the Distribution System.

This operating constraint voids the need for the following specific mitigation scope:

No other charging function limitation is required for this Generating Facility except the requirements above. Producer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Producer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Producer is responsible to contact the utility for any modification to its equipment or change in operations that may result in increased load demand per Electric Rule 3.C.

If any operating requirement is specified above, Distribution Provider reserves the right to ask for data at the 15-minute interval level at any time to verify that the operating requirement is being met. Distribution Provider will make such request via a written notice no more than once per calendar quarter. Producer must provide such data within 30 Calendar Days of the written request.

If the Generating Facility fails to adhere to the operating requirements at any time, it will be disconnected immediately in accordance with Rule 21 Section D.9 and not reconnected until an approved mitigation (e.g., supervising controls) is in place as determined by Distribution Provider.*



Electric Sample Form No. 79-1198-02

Sheet 1

Interconnection Agreement for Net Energy Metering (NEM2) and
Renewable Electrical Generating Facility Sized Greater than 1,000 kW

**Please Refer to Attached
Sample Form**

(Continued)

Advice
Decision

6242-E

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

July 8, 2021



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 ~~kW~~^{kW}

This *Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Electrical Generating Facility Sized Greater than 1,000 kW* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Electric System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, and 2827.7 of the California Public Utilities Code and PG&E's electric rate Schedule NEM2 (NEM2), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement.
- 2.2 Generating Facility identification number: _____ (Assigned by PG&E).
- 2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).
- 2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 ~~KW~~kW

- 2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.
- 2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.
- 2.7 The purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode ☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.
- 2.8 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement _____.
- 2.9 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.10 The Producer certifies that their inverter-based Generating Facilities will upon receiving permission to operate from PG&E fully comply with Section Hh of Rule 21 that is in effect at the time the application is received, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists>.)

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

² A complete application consists all of the following without deficiencies:

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 ~~KW~~kW

- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

- 3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

- Attachment A Additional Terms and Conditions for Projects Requiring Interconnection Facilities and/or Upgrades to PG&E’s Distribution and/or Transmission System
- Attachment B Final Study Report Including Description and Costs of the Generating Facility, Interconnection Facilities, Metering Equipment, Distribution and/or Network Upgrades and Cost Responsibility
- Attachment C Expected Date of Initial Operation
- Attachment D NEM2V or NEM2VMSH Storage (when applicable)
- Attachment E NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located on Same or Adjacent or Contiguous Property to Generator Parcel (when applicable)
- Attachment F Addendum for Net Energy Metering Multiple Tariff (when applicable)
- Attachment G Producer’s Warranty that the Generating Facility is a “Cogeneration Facility” Pursuant to Section 216.6 of the California Public Utilities Code (when applicable)
- Attachment H Producer’s Warranty that the Generating Facility is an Eligible Biogas Electrical Generating Facility Pursuant to Section 2827.9 of the California Public Utilities Code (when applicable)

-
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.

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- Attachment I Schedule NEM2 Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827.1 of the California Public Utilities Code (when applicable)
- Attachment J Operating Requirements for Energy Storage Device(s) (when applicable)
- Attachment K NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established (when applicable)

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selected Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.7 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM2.

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 17 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,



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- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities* (Form 79-1174-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Generating Facility Sized Greater than 1,000 kW* (Form 79-1198-02); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.



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- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in Section 6 and provide the following for insurance policies in place.

Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.

The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

- 8.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in Section 6 and is not self-insured under Section 8.3, the following insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or



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- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
 - (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
 - (c) Contain a severability of interest clause or cross-liability clause.
- 8.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 10.1, the requirements of Section 8.1 may be waived.
- 8.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 9.1.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

- 8.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email ~~or fax~~ to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

~~c/o EXIGIS LLC~~
support@exigis.com



*Pacific Gas and
Electric Company®*

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~~Fax: 646-755-3327~~



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9. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 9.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 9.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
- 9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

10. NOTICES

- 10.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

~~Pacific Gas and Electric Company~~
~~Attention: Electric Generation Interconnection – Contract Management~~
~~245 Market Street~~
~~Mail Code N7L~~
~~San Francisco, California 94105-1702~~

If to Customer-Generator:

Customer-Generator Name: _____
Address: _____
City: _____
Phone: (____) _____
FAX: (____) _____

- 10.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 10.1.
- 10.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this

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Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

11. REVIEW OF RECORDS AND DATA

- 11.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.
- 11.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

12. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

13. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 14.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 14.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

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15. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.



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16. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.



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17. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

	<u>PACIFIC GAS AND ELECTRIC COMPANY</u>
<u>(Customer Generator's Name)</u>	
<u>(Signature)</u>	<u>(Signature)</u>
<u>(Print Name)</u>	<u>(Print Name)</u>
<u>(Title)</u>	<u>(Title)</u>
<u>(Date)</u>	<u>(Date)</u>

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ATTACHMENT A

Additional Terms and Conditions for Projects Requiring Interconnection Facilities and/or Upgrades to PG&E's Distribution and/or Transmission System

Section 1. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

1.1. Interconnection Facilities

1.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment B of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

1.1.2. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.

1.2. Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment B of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Section 2. Cost Responsibility for Network Upgrades

2.1. Applicability

No portion of this Section 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

2.2. Network Upgrades

The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment B of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 2.2.1 directs otherwise.



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2.2.1. Repayment of Amounts Advanced for Network Upgrades

To the extent that the CAISO Tariff provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

2.2.1.1. If the Interconnection Customer is entitled to a cash repayment

pursuant to Section 2.2.1, the Interconnection Customer, the Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

2.2.1.2. If the Generating Facility fails to achieve commercial operation, but it

or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Section 2.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

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2.3. Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

Section 3. Billing, Payment, Milestones, and Financial Security

3.1. Billing and Payment Procedures and Final Accounting

- 3.1.1. The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs, including any applicable taxes, of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.
- 3.1.2. Within three months of completing the construction and installation of the Distribution Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Distribution Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Distribution Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Distribution Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Distribution Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Distribution Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

3.2. Expected Date of Initial Operation

Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's Expected Date of Initial Operation. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and propose the earliest reasonable alternate date by which it can attain this and future milestones. .



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3.3. Financial Security Arrangements

For projects studied under the Fast Track Interconnection Review Process, no more than 120 Calendar Days after the Effective Date of this agreement, the Interconnection Customer shall provide the Distribution Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Distribution Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located.

For projects studied under the Detailed Study Interconnection Review Process, The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Rule 21 Section F.4.

Regardless of Review Process, such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Distribution Provider's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Distribution Provider under this Agreement during its term.

In addition:

- 3.3.1. The guarantee must be made by an entity that meets the creditworthiness requirements of the Distribution Provider, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 3.3.2. The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Distribution Provider and must specify a reasonable expiration date.

Section 4. Taxes

4.1. Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

- 4.1.1 In the application of IRS Notice 2016-36, any Income Tax Component of Contribution (ITCC) for Interconnection Facilities, Distribution Upgrades and Network Upgrades (based on the enclosed estimates) will be billed to the Interconnection Customer and collected by the Distribution Provider as per Section 3.1.1. The Distribution Provider shall true-up the final ITCC charges based on actual final costs and will either refund any excess ITCC collected by the Distribution Provider or bill the Interconnection Customer the additional ITCC charges that are required.

4.2. Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

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Section 5. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

Section 6. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

- 6.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 6.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

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ATTACHMENT B

Final Study Report Including Description and Costs of the Generating Facility, Interconnection Facilities, Metering Equipment, Distribution and/or Network Upgrades and Cost Responsibility

Final study report includes equipment, including the Generating Facility, Interconnection Facilities, and metering equipment itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment. Additionally, NEM program specific information relating to the Interconnection Customer's Generating Facility and any associated arrangements (i.e. NEM2, NEM2A, NEM2MT, NEM2V, NEM2VMSH (1 SDP), and NEMVMSH (DEV)) will be set forth in this attachment.

Final study report includes description of Upgrades and provides an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.



**INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING (NEM2) AND RENEWABLE
ELECTRICAL GENERATING FACILITY SIZED
GREATER THAN 1,000 ~~KW~~kW**

ATTACHMENT C

Expected Date of Initial Operation

Expected Date of Initial Operation: _____

For the Interconnection Customer _____ Date _____

**INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING (NEM2) AND RENEWABLE
ELECTRICAL GENERATING FACILITY SIZED
GREATER THAN 1,000 ~~KW~~kW**

ATTACHMENT D

**NEM2V or NEM2VMSH Storage
(when applicable)**

Applicants adding storage pursuant to Schedules NEM2V or NEM2VMSH under the Special Condition for storage must include proper documentation per PG&E's Distribution Interconnection Handbook (DIH).

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 ~~KW~~kW

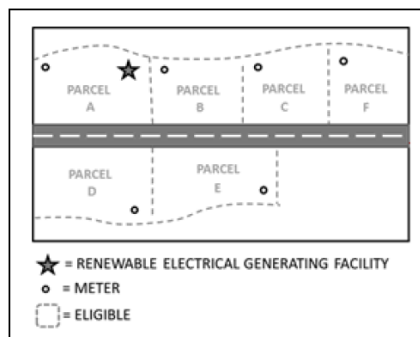
ATTACHMENT E

NEM Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located on Same or Adjacent or Contiguous Property to Generator Parcel (when applicable)

In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

1. The total annual output in kWh of the generator is less than or equal to 100% of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and
2. Each of the aggregated account meters associated with this NEM2 generator account are located either:
 - a. on the property where the renewable electrical generation facility is located, or
 - b. are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.

For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)



3. PG&E reserves the right to request a parcel map to confirm the property meets the requirements of item 2 above; and
4. Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Attachment and Declaration form; and
5. Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Type/Print Name

Title

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 ~~KW~~kW

ATTACHMENT F

Addendum for Net Energy Metering Multiple Tariff (when applicable)

This Addendum represents mutual agreement between PG&E and Customer to provide for an interim arrangement to accommodate interconnection under Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Electrical Generating Facility Sized Greater Than 1,000 kW consistent with the multiple tariff treatment provided in PG&E Schedule NEM, Special Condition 4 (NEMMT). The Parties enter into this Addendum pursuant to Rule 21 Section H.1.f.

1. MULTIPLE TARIFF GENERATING FACILITY DESCRIPTION

1.1. In addition to the requirements of Electric Rule 21 and the GIA, Customer will abide by the requirements in the interconnection and operation of its Generating Facility described below.

1.2. The Gross Nameplate Rating of the Generating Facility is:

1.2.1. Eligible Generator(s):

Biomass	NEM1: _____ kW NEM2: _____ kW	Digester gas	NEM1: _____ kW NEM2: _____ kW
Solar thermal	NEM1: _____ kW NEM2: _____ kW	Municipal solid waste	NEM1: _____ kW NEM2: _____ kW
Photovoltaic	NEM1: _____ kW NEM2: _____ kW	Landfill gas	NEM1: _____ kW NEM2: _____ kW
Wind	NEM1: _____ kW NEM2: _____ kW	Ocean wave	NEM1: _____ kW NEM2: _____ kW
Geothermal	NEM1: _____ kW NEM2: _____ kW	Ocean thermal	NEM1: _____ kW NEM2: _____ kW
Fuel cell	NEM1: _____ kW NEM2: _____ kW	Tidal current	NEM1: _____ kW NEM2: _____ kW
Small hydroelectric generation	NEM1: _____ kW NEM2: _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW	NEM1: _____ kW NEM2: _____ kW



**INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING (NEM2) AND RENEWABLE
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GREATER THAN 1,000 ~~KW~~kW**

1.2.2. Non-Eligible Generator(s): _____ kW

1.2.3. Total Gross Nameplate Rating of the Generating Facility: _____ kW

1.3. The Net Nameplate Rating of the Generating Facility is:

1.3.1. Eligible Generator(s):

Biomass	NEM1: _____ kW NEM2: _____ kW	Digester gas	NEM1: _____ kW NEM2: _____ kW
Solar thermal	NEM1: _____ kW NEM2: _____ kW	Municipal solid waste	NEM1: _____ kW NEM2: _____ kW
Photovoltaic	NEM1: _____ kW NEM2: _____ kW	Landfill gas	NEM1: _____ kW NEM2: _____ kW
Wind	NEM1: _____ kW NEM2: _____ kW	Ocean wave	NEM1: _____ kW NEM2: _____ kW
Geothermal	NEM1: _____ kW NEM2: _____ kW	Ocean thermal	NEM1: _____ kW NEM2: _____ kW
Fuel cell	NEM1: _____ kW NEM2: _____ kW	Tidal current	NEM1: _____ kW NEM2: _____ kW
Small hydroelectric generation	NEM1: _____ kW NEM2: _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW	NEM1: _____ kW NEM2: _____ kW

1.3.2. Non-Eligible Generator(s): _____ kW

1.3.3. Total Net Nameplate Rating of the Generating Facility: _____ kW



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 ~~KW~~ kW

1.4. The maximum level of power that may be exported by the Generating Facility to PG&E's Electric System is expected to be:

Biomass	NEM1: _____ kW NEM2: _____ kW	Digester gas	NEM1: _____ kW NEM2: _____ kW
Solar thermal	NEM1: _____ kW NEM2: _____ kW	Municipal solid waste	NEM1: _____ kW NEM2: _____ kW
Photovoltaic	NEM1: _____ kW NEM2: _____ kW	Landfill gas	NEM1: _____ kW NEM2: _____ kW
Wind	NEM1: _____ kW NEM2: _____ kW	Ocean wave	NEM1: _____ kW NEM2: _____ kW
Geothermal	NEM1: _____ kW NEM2: _____ kW	Ocean thermal	NEM1: _____ kW NEM2: _____ kW
Fuel cell	NEM1: _____ kW NEM2: _____ kW	Tidal current	NEM1: _____ kW NEM2: _____ kW
Small hydroelectric generation	NEM1: _____ kW NEM2: _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW	NEM1: _____ kW NEM2: _____ kW

1.4.1. Non-Eligible Generator(s): _____ kW

1.4.2. Total maximum level of power that may be exported by the Generating Facility:
_____ kW

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 ~~KW~~kW

ATTACHMENT G

Producer's Warranty that the Generating Facility is a "Cogeneration Facility" Pursuant to Section 216.6 of the California Public Utilities Code (when applicable)

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PU Code (Cogeneration Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, the Generating Facility shall continue to meet the Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the Cogeneration Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Cogeneration Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Cogeneration Status Change and provide Notice to Producer of the Cogeneration Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Cogeneration Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E shall invoice the Producer's electric service account through which the Generating Facility is Interconnected with PG&E's Electric System for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PU Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 ~~KW~~kW

ATTACHMENT H

Producer's Warranty that the Generating Facility is an Eligible Biogas Electrical Generating Facility Pursuant to Section 2827.9 of the California Public Utilities Code (when applicable)

Producer has declared that the Generating Facility meets the requirements for an Eligible Biogas Electrical Generating Facility, as defined in Section 2827.9 of the California Public Utilities Code (Eligibility Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the Eligibility Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the Eligibility Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the Eligibility Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Producer of the Eligibility Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Producer for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM-BIO, Experimental Biogas Net Energy Metering.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 ~~KW~~kW

ATTACHMENT I

Schedule NEM2 Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827.1 of the California Public Utilities Code (when applicable)

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM2 interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility).

Check Type of Renewable Electrical Generation Facility:

☐ biomass	☐ geothermal	☐ municipal solid waste
☐ solar thermal	☐ fuel cell	☐ landfill gas
☐ small hydroelectric generation	☐ ocean wave	☐ digester gas
☐ ocean thermal	☐ tidal current	☐ Storage/Batteries _____ amp hours _____ inverter kWh

NEM2 Customer-Generator (Customer) declares that:

- (1) It meets the requirements to be an “Eligible Customer-Generator” and it’s Generating Facility.
- (2) (a) meets the requirements of an “Renewable Electrical Generation Facility”, as defined in Section 2827(b)(5) of the California Public Utilities Code and
(b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission’s (CEC’s) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook. ³ (Eligibility Requirements).

³ The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 ~~KW~~kW

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):

- ☐ If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.
- ☐ If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electrical Generation Facility:

- ☐ Eligible Customer-Generator warrants that the Renewable Electrical Generation Facility is powered solely with renewable fuel.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its reasonable discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence, that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 20 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements – PG&E will provide a minimum of 10 business days notice to the Eligible Customer-Generator should PG&E decide an inspection is required. If PG&E determines in its reasonable judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM2 Net Energy Metering Service for Eligible Customer-Generators.



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ENERGY METERING (NEM2) AND RENEWABLE
ELECTRICAL GENERATING FACILITY SIZED
GREATER THAN 1,000 ~~KW~~kW**

Any amounts to be paid or refunded by Eligible Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Customer-Generator's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

**INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING (NEM2) AND RENEWABLE
ELECTRICAL GENERATING FACILITY SIZED
GREATER THAN 1,000 ~~KW~~kW**

ATTACHMENT J

**Operating Requirements for Energy Storage Device(s)
(when applicable)**

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- ☐ Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
- ☐ Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand. Normal peak demand is defined as the highest amount of power required from the Distribution System by Producer's complete facilities without the influence or use of the energy storage device(s).
- ☐ To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

For the annual period between _____ [Month/Day] and _____ [Month/Day]

And during the hours of _____

The storage device(s) will consume no more than a total of ____ kW from the Distribution System.

This operating constraint voids the need for the following specific mitigation scope:

No other charging function limitation is required for this Generating Facility except the requirements above. Producer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Producer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Producer is responsible to contact the utility for any modification to its equipment or change in operations that may result in increased load demand per Electric Rule 3.C.

If any operating requirement is specified above, Distribution Provider reserves the right to ask for data at the 15-minute interval level at any time to verify that the operating requirement is being met. Distribution Provider will make such request via a written notice no more than once per calendar quarter. Producer must provide such data within 30 Calendar Days of the written request.

If the Generating Facility fails to adhere to the operating requirements at any time, it will be disconnected immediately in accordance with Rule 21 Section D.9 and not reconnected until an approved mitigation (e.g., supervising controls) is in place as determined by Distribution Provider.

**INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING (NEM2) AND RENEWABLE
ELECTRICAL GENERATING FACILITY SIZED
GREATER THAN 1,000 ~~KW~~kW**

ATTACHMENT K

**NEMFC Customer Agreement Starting January 1, 2017 Until California Air
Resources Board Emission Standard is Established (when applicable)**

Starting January 1, 2017, Customer applying for Schedule NEMFC, as revised pursuant to Assembly Bill 1637 (2016), agree as follows:

That their Eligible Fuel Cell Electrical Generating Facility must meet the reduction in greenhouse gas emissions standard to be established as required by the California Public Utilities (PU) Code Section 2827.10.

Since the applicable standards are not yet released by the California Air Resources Board (ARB) and/or approved as may be needed by the California Public Utilities Commission (CPUC), Customer agrees and understands that their approval for participation in NEMFC is contingent on their system meeting the new standard within three months of when the new standard becomes available. Specifically, I, Customer, understand and agree that if my fuel cell generator does not meet the ARB emission standard I will not be eligible for NEMFC.

Specifically, I will be responsible for the following:

1. Payment of all interconnection costs, including fees, studies, system upgrades, and any other pertinent interconnection costs.
2. Payment of the following nonbypassable charges on all departed load served by the fuel cell installed at my premises including but not limited to,
 - a. Public Purpose Program Charges;
 - b. Nuclear Decommissioning;
 - c. Department of Water Resources Bond Charges; and
 - d. Competition Transition Charge;
 - e. Other charges that the CPUC determines are to be charged on departed load and for which there is no exception for fuel cells pursuant to Schedule E-DCG.
3. I understand that I may be required to take service on standby tariff pursuant to Schedule S and pursuant to PU Code Section 2827.10(f)(2)(A).
4. I further understand that I will not be eligible for Rate Schedule NEMFC and will no longer receive any credit for any exports to the grid.

(Company Name)

(Signature)

(Print Name)

(Title)

(Date)



Electric Sample Form No. 79-1208
Standalone Power System Supplemental Provisions

Sheet 1

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted July 8, 2021
Effective _____
Resolution _____

STANDALONE POWER SYSTEM SUPPLEMENTAL PROVISIONS

1. Applicant has elected, subject to mutual agreement by PG&E, to receive electric service at Applicant's premises in a Remote Grid service arrangement from a distribution system with power supplied by a Standalone Power System. These services shall be installed in accordance with these Supplemental Provisions, the provisions of PG&E Electric Rules 2, 15 and 16, the Distribution and Service Extension Agreement- Provisions, General Terms and Conditions, project specific terms and conditions, design and specifications. To the extent the requirements of these Supplemental Provisions conflict with such Rules and agreements, the requirements of these Supplemental Provisions shall govern.

2. Standalone Power System Installations on Applicant's Premises.

- A. Applicant's Responsibility. In accordance with PG&E's design, specifications, and requirements for the installation of Service Extensions generated by a Standalone Power System, subject to PG&E's inspection and approval, Applicant is responsible for:
 - 1) Space for Standalone Power System Equipment. Applicant shall provide space, if needed, on Applicant's Premises at a location approved by PG&E for a standard Standalone Power System installation. Easements may be required by PG&E to install the Standalone Power System on Applicant's Premises to serve only the Applicant. If the Standalone Power System Equipment will be or is designed to serve other third party properties, then PG&E may at its option install such equipment after appropriate rights of way or easements are obtained, satisfactory to PG&E. Detailed information on PG&E's requirements for the Standalone Power System will be furnished by PG&E.
- B. PG&E's Responsibility. PG&E will furnish, install, own, and maintain the following Standalone Power System equipment as applicable after Applicant meets all requirements to receive service:
 - 1) Standalone Power System: The Standalone Power System equipment will include photovoltaic panels, battery storage, backup fuel powered generator, and other associated equipment and facilities, where required. The construction of the Standalone Power System area, including any required fencing, enclosure, vault or cabinet shall conform with applicable laws, codes, and ordinances of governmental authorities having jurisdiction and PG&E physical security requirements. Applicant shall not have access to the Standalone Power System Equipment area.

3. Design and Installation of Standalone Power System.

Electric Service by the Standalone Power System shall be provided under the following terms and conditions:

- A. PG&E will be responsible for the planning, design, and engineering of the Standalone Power System. The Applicant Design Option provisions of Rules 15 and 16 are not available for Standalone Power System equipment, with the exception of the Service Facilities that extend from the Standalone Power System equipment area to the Service Delivery Point. The Standalone Power System shall not be deemed to be the nearest available permanent Distribution Line for purposes of New Distribution Line extensions under Electric Rule 15 or connections for new service extensions under Electric Rule 16.
- B. The installed capacity of the Standalone Power System at the Premises (and therefore the peak power and maximum energy usage that the Applicant will be able to draw from the Standalone Power System) will be determined by PG&E based on the Applicant's load and energy usage information provided in accordance with Rule 3 but not exceeding the capacity as designed.
- C. If, after the date PG&E is first ready to provide service, the Applicant has a need for increased load at the Premises from the installed capacity (and therefore the peak power and maximum energy usage that may be consumed from the Standalone Power System):

STANDALONE POWER SYSTEM SUPPLEMENTAL PROVISIONS

- 1) the Applicant must notify PG&E of the changes in load usage or characteristics of the load, per Electric Rule 3;
 - 2) PG&E will work with the Applicant to optimize the Applicant's demand profile; if PG&E and the Applicant are unable to agree how to optimize the customer's demand profile such that the fuel powered generator forming part of the Standalone Power System will not run out of fuel between refueling visits, PG&E is not obliged to supply additional fuel to the generator forming part of the Standalone Power System outside of scheduled refueling visits. This may result in the Applicant experiencing outages.
- D. If, after the date PG&E is first ready to provide service, the Applicant requests an increase in the peak power and maximum energy usage that the Applicant can draw from the Standalone Power System, PG&E will consider this request and may request reasonable information from the Applicant to enable PG&E to make a determination, in its sole discretion, as to whether it can increase the installed capacity of the Standalone Power System. When PG&E determines an increase in the installed capacity of the Standalone Power System would require replacement or reinforcement, such replacement or reinforcement shall be treated in the same manner as for Distribution Lines.
- 4. On-Site Generation.**
- A. Service by the Standalone Power System may decrease the amount of electricity that can be exported from the Premises because that export will be to the energy storage system component of the Standalone Power System, which will have limited capacity and which is designed to store electricity generated by the Standalone Power System. As is the case under current PG&E rules, Applicant must not install or permit the installation of any permanent on-site electricity generation or storage system on the Premises (or any other location that may service the Premises) without PG&E's prior written consent. The installation of permanent generation must follow the requirements specified in PG&E's Rule 21.
 - B. Applicant must not install or permit the installation of any temporary generation for emergency power or for trades personnel to undertake work at the Premises without PG&E's prior written consent. The installation of temporary generators including for emergency, standby, backup, or momentary paralleling purposes must follow the guidelines specified in PG&E's Distribution Interconnection Handbook.
- 5.** Except as otherwise expressly provided herein, these Supplemental Provisions shall be subject to all of PG&E's applicable tariff schedules on file and authorized by the Commission. These Supplemental Provisions shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.
- 6. Termination of Agreement.**
- A. PG&E reserves the right to terminate this Agreement upon no shorter than thirty (30) days' written notice and to thereafter provide electric service to Applicant through an alternative method of service in accordance with Rules 15/16, including by a conventional Distribution Line Extension that may be constructed in the future.
 - B. Applicant may terminate this Agreement by electing to no longer receive electrical service from PG&E via the Standalone Power System. To elect such a termination, Applicant shall provide PG&E with written notice no less than thirty (30) days prior to the date of such termination. To receive service by means of a conventional line extension from PG&E's Distribution System, Applicant must submit a new application for service with PG&E. Any requisite line extensions will be pursuant to the requirements of PG&E's line extension rules in effect at the time of such application including Rules 15 and 16.



STANDALONE POWER SYSTEM SUPPLEMENTAL PROVISIONS

7. **Bundled Service Rates.** Applicant may select from any Electric Rate Schedule for which the Applicant qualifies pursuant to the Electric Rate Schedule and these Supplemental Provisions, for purposes of billing for the electric services received. Applicant agrees to pay for all rates in the Electric Rate Schedule, which may include unbundled rate components for services that may not be provided to Applicant during the term of this Agreement.

Pacific Gas and Electric Company

Applicant

This contract has been reviewed and approved by:

Agreed and accepted by:

Authorized Name: _____

Applicant's Legal Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Revised
Cancelling Revised

Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

48702-E

Electric Sample Form No. 79-972
Agreement for Unmetered Electrical Service

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted July 8, 2021
Effective _____
Resolution _____



AGREEMENT FOR UNMETERED ELECTRICAL SERVICE

DISTRIBUTION

- ☐ Customer
☐ Division,
☐ Records Processing

REFERENCES

PM#: _____
BD#: _____
SA#: _____

This Agreement between _____ (Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for equipment described in the attachments to this Agreement and billing data reported monthly or annually as required by this Agreement and subject to review by the Company for unmetered status.

WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for equipment installed subject to this Agreement; and

WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from manufacturer's specifications and operating characteristics of the Customer where the load is 11 hour photo controlled or 24 hour constant and of *one hundred fifty (150) watts or less rated or average consumption* on any one service connection point; and

WHEREAS, pursuant to the Company's electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service as provided herein.

NOW THEREFORE, in consideration of the terms and covenants contained herein, Customer and the Company hereby agree as follows:

1. Customer's equipment that is the subject of this Agreement, are identified in the data sheets set forth in Attachment A (Equipment). Each location will be considered a separate account and billed on the Company's regular monthly billing cycle for the applicable area. Each location will be evaluated for unmetered service separate from any other location. Billing of fixed usage will be done under the rate schedule indicated on Attachment A. Billing will be based on the methodology described in paragraph 3, below. This Agreement is for Equipment directly connected to the Company's distribution system, and is not available for equipment connected via a third party service, third party equipment, or through photo control adapters attached to Company-owned or third-party-owned street light facilities.
2. Each individual piece of Equipment shall constitute a separate unit for purposes of this Agreement. The method of determining the electric usage for each unit shall be as follows:
 - a) Where a unit is controlled by a photo control, any such photo control must meet ANSI Standard C136.10, turn on value 1.0 foot candles and turn off value of 1.5 foot candles. Usage must be equal to or less than 150 watts rated or average consumption. It will be billed at 11 hours of photo controlled operating time per day.
 - b) Where a unit is not photo controlled, the unit will be billed on a 24-hour basis. Usage must be equal to or less than 150 watts rated or average consumption.
 - c) Customer shall provide the Company all of the information necessary to complete Attachment A, including without limitation, the description of the equipment model, type, unit and load, prior to the installation of any Equipment. To facilitate completion of Attachment A, third party testing results or metered results are required where Customer has no manufacturer data. Information to verify the number and location of all Equipment at each service location shall be reported as described in Attachment B.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.

AGREEMENT FOR UNMETERED ELECTRICAL SERVICE

3. The monthly energy charge will be based on Equipment identified in Attachment A and the calculated kilowatt hours (kWh) applied to all locations for that equipment from the documented average consumption or rated input (not to exceed 150 watts) multiplied by either a) 731 hours per month (for 24-hour continuous usage) under paragraph 2b, above; or b) 335 hours per month (for photo controlled usage) under paragraph 2a, above. The monthly charge shall also include all other charges under the General Services rate schedule A-1 or B-1, including the single customer charge per location.
4. Pursuant to Section D of the Company's Electric Rule 3, Customer will promptly furnish the Company with notice of any changes in the connected or rated electrical loads or operating characteristics of such load for Equipment and each location for which service is provided under this Agreement, Attachment A shall be revised for the Equipment in question. As required in paragraph 6, Customers shall furnish the Company with information with a frequency and in a format acceptable to the Company, verifying and reconciling the Equipment at each service location, current installs and removals for the month or annually, including changes in Model or type of equipment. Any changes relating to the Model or type shall be reported as described in Attachment A. Any changes relating to the number or location of any Equipment and reflecting the net result of any installations or removals shall be reported as described in Attachment B. If it is determined that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with Electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the applicable charges for this electrical load, calculated in accordance with paragraphs 2 and 3, above. The Company reserves the right to field or bench test Customer's Equipment to verify the full rated input or average consumption. The Company reserves the right to review calibration records of Customer's test equipment used to provide measured load for previously existing ~~legacy grandfathered~~ units. For load with photo controls, if photo control is discovered to be malfunctioning, billing will be based on 24-hour continuous load until such time it has been demonstrated to the Company's satisfaction that the control has been made operable.
5. Auditing will be conducted at the Company's sole discretion. Customer will provide a complete and accurate inventory and other information as required in paragraph 4 and in Attachment A and Attachment B. Customer shall provide access to Equipment and provide assistance to the Company as necessary to complete the audit. The Company shall have the right to collect the costs of the additional field verification work that would otherwise not be incurred in serving metered facilities.
6. As provided for in the Company's Electric Rule 11, Section A.1, billing will continue until such time that Customer informs the Company with 2 days prior written notice to: a) terminate billing; and b) as a condition of this Agreement, to make proper notification for scheduling the Company to de-energize Customer's Equipment.
7. Only duly authorized employees or agents of the Company may connect Customer's electrical loads to, or disconnect the same from, the Company's electric distribution facilities.
8. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on private property or within the public right of way.
9. Service furnished in accordance with this Agreement shall in all respects be subject to Company's applicable tariffs on file with the California Public Utilities Commission and shall at times be subject to such changes or modifications by the California Public Utilities Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

AGREEMENT FOR UNMETERED ELECTRICAL SERVICE

10. Customer's Equipment shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95. Customer will inform the Company as to the state, county, or local government authority with jurisdiction to approve installation of facilities to be energized, obtain proper inspection clearance or other approvals as required, and provide evidence of clearance to the Company. Where no state, county or local government authority has jurisdiction over Customer's installation, Customer will inform the Company of that fact and will provide the Company with a letter from Customer's qualified electrical engineer or engineering consultant authorizing Company to energize service to Customer's Equipment and indicating compliance with Customer's design criteria.
11. This Agreement may be cancelled by either party on thirty (30) days prior written notice to the other party, which shall result in termination of service, unless: a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status.
12. The Company may, at a later date, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue unmetered service.
13. Nothing in this Agreement shall preclude the Company from requesting authority from the California Public Utilities Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.
14. If Customer acquires additional unmetered facilities through merger, purchase, or other forms of acquisition, all such acquired unmetered facilities shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment A(s), if such additional unmetered facilities have not previously been identified to the Company. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of paragraph 20.
15. The Company is authorized to revise the form of Attachment A and Attachment B at its sole discretion and at any time require additional information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.
16. All notices required herein shall be given in writing and delivered personally, by United States Postal Service or other nationally recognized courier service to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer: _____

Pacific Gas and Electric Company

Address: _____

Billing Revenue & Records

P.O. Box 8329

Stockton, CA 95208

Attn: _____

Attn. Unmetered Electric Usage



AGREEMENT FOR UNMETERED ELECTRICAL SERVICE

17. Customer's bill shall be mailed to the address listed below and in Attachment A.

Billing Name: _____

Address: _____

Attn: _____

18. The waiver by either Party of any default in the performance, or failure to insist on strict performance, by the other or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

19. Customer may, with the Company's written consent, assign this Agreement if the assignee agrees in writing to perform all of Customer's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains responsible for all obligations under this Agreement up to the effective date of the assignment. In lieu of an assignment, the Customer's successor in interest may retrofit the Equipment for metering under Company's existing tariffs.

APPROVED:

This agreement is effective when accepted and executed by PG&E.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Customer/Company	_____
_____ Authorized by (Print)	_____ Authorized by (Print)
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date



Electric Sample Form No. 79-973
Generating Facility Interconnection Agreement
For Non-Export Generating Facilities

Sheet 1

**Please Refer to Attached
Sample Form**



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

This *Generating Facility Interconnection Agreement for Non-Export Generating Facilities* (Agreement) is entered into by and between _____, a _____ (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Non-Export Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1. A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2. Generating Facility identification number: _____ (Assigned by PG&E).

2.3. Producer's electric service agreement ID number: _____ (Assigned by PG&E).

2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

2.5. The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6. The Net Nameplate Rating of the Generating Facility is _____ kW.

2.7. The expected annual energy production of the Generating Facility is _____ kWh.

2.8. For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the Generating Facility ☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

- 2.9. The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

- 3.1. This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

Appendix A-	Description of Generating Facility and Single-Line Diagram (Supplied by Producer).
Appendix B-	Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
Appendix C-	A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties).
Appendix D-	(When Applicable) Operating Requirements for Energy Storage Device(s).

- 3.2. When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21, Section C.

4. TERM AND TERMINATION

- 4.1. This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

- 4.2. Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

- (b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
- (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.

4.3. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

4.4. Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

5.1. The electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall attempt in good faith to regulate the electric power output of Producer's Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility.

5.2. If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration) (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that its Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with Section 216.6 of the PUC. If PG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Status Change).

5.2.1. PG&E shall revise its records and the administration of this Agreement to reflect the Status Change and provide Notice to Producer of the Status Change pursuant to Section 9.1 below. This Notice shall specify the effective date of the Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E's Notice shall include an invoice for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PUC.

5.2.2. Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this Section 5.2, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

5.3. If Producer's Generating Facility includes any energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix D of this Agreement.

5.4. Smart Inverters - For Producer, applications received on or after September 9, 2017, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings**, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Producer's inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at: <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of inverter model's compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Producer has submitted the interconnection application prior to September 9, 2017,
- (c) the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Producer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Producer replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section /H.3.d.ii..

6. INTERCONNECTION FACILITIES

- 6.1. Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer's Generating Facility.
- 6.2. Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3. If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

¹ A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Producer final inspection clearance from the governmental authority having jurisdiction over the generating system.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

8.1. In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

8.2. The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

8.3. If Producer's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

- 8.4. Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5. Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
- 8.7. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email ~~or fax~~ to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

e/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

9. NOTICES

- 9.1. Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

~~Pacific Gas and Electric Company~~
~~Attention: Electric Generation Interconnection – Contract Management~~
~~245 Market Street~~
~~Mail Code N7L~~
~~San Francisco, California 94105-1702~~



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

If to Producer: Customer-Generator Name: _____
Address: _____
City: _____
Phone: (____) _____
FAX: (____) _____

9.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.

9.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

10.1. PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.

10.2. Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

SCHEDULES AND RULES

- 13.1. This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 13.2. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 13.4. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

BY:

_____	PACIFIC GAS AND ELECTRIC COMPANY
(Producer's Company Name)	
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

APPENDIX A DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM, (Provided by Producer)



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

APPENDIX B RULES "2" AND "21" (and any other Tariffs pertinent to the situation) (Provided by PG&E)

(Note: PG&E's tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.)



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

APPENDIX C (If Applicable) RULE 21 "SPECIAL FACILITIES" AGREEMENT (Formed between the Parties)



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

APPENDIX D

(If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- ☐ Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
- ☐ Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand. Normal peak demand is defined as the highest amount of power required from the Distribution System by Producer's complete facilities without the influence or use of the energy storage device(s).
- ☐ To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

For the annual period between _____ [Month/Day] and _____ [Month/Day]
And during the hours of _____
The storage device(s) will consume no more than a total of ____ kW from the Distribution System.
This operating constraint voids the need for the following specific mitigation scope:

No other charging function limitation is required for this Generating Facility except the requirements above. Producer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Producer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Producer is responsible to contact the utility for any modification to its equipment or change in operations that may result in increased load demand per Electric Rule 3.C.

If any operating requirement is specified above, Distribution Provider reserves the right to ask for data at the 15-minute interval level at any time to verify that the operating requirement is being met. Distribution Provider will make such request via a written notice no more than once per calendar quarter. Producer must provide such data within 30 Calendar Days of the written request.

If the Generating Facility fails to adhere to the operating requirements at any time, it will be disconnected immediately in accordance with Rule 21 Section D.9 and not reconnected until an approved mitigation (e.g., supervising controls) is in place as determined by Distribution Provider.



ELECTRIC SAMPLE FORM NO. 79-978

Sheet 1

Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of
1,000 Kilowatts or Less,
Other Than Facilities of 30 Kilowatts or Less

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 ~~KW~~kW OR LESS, OTHER THAN FACILITIES OF 30 ~~KW~~kW OR LESS

This *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E's electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Distribution System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____
(Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.



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ELECTRIC GENERATING FACILITIES OF 1,000
~~KW~~ kW OR LESS, OTHER THAN FACILITIES OF
30 ~~KW~~ kW OR LESS

2.5 Interconnected Equipment:

List of generating equipment interconnected with, or without, an inverter to PG&E.
(For those generators interconnecting without an inverter, write in "N/A" in the right
three columns. If an inverter is shared by more than one generator, write "shared" on
the same line as that generator under the manufacturer column and do not enter the
inverter rating. Attach list of additional equipment, if applicable.)

	Type of Generator (Solar / Wind / Hybrid)	Generator Rating (watts)	Manufacturer of Inverter used with Generator (if Applicable)	Inverter Model Number (if Applicable)	Inverter Rating (watts) ² (if Applicable)
1					
2					

2.6 Customer-Generator's otherwise-applicable rate schedule under the provisions of
Schedule NEM will be _____.

2.7 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this
Agreement.

2.8 If the date of the permits allowing the Customer-Generator to commence construction
of the Generating Facility is prior to January 1, 2003, please provide the date the
permits were issued: _____.

2.9 Smart Inverters - For Customer-Generator applications received on or after
September 9, 2017, the Customer-Generator certifies that their inverter-based
Generating Facilities fully comply with Section Hh of Rule 21, including configuration
of protective settings **and default settings**, in accordance with the specifications
therein.

Distribution Provider may require a field verification of the Customer-Generator
inverter. Customer-Generator further agrees to cooperate fully with any such request
and make their inverter available to the Distribution Provider for such
verification. Customer-Generator understands that in the event the inverter is not set
in accordance with Section Hh of Rule 21, Customer-Generator will need to cease
operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh
can be found at: [https://www.energy.ca.gov/programs-and-topics/topics/renewable-
energy/solar-equipment-lists](https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists))

² If installing an inverter, the inverter rating equals: (the CEC efficiency for each installed inverter) TIMES (the nameplate
rating, in kW, of each inverter). The CEC efficiency is obtained on the CEC website at
http://www.consumerenergycenter.org/erprebate/eligible_inverters.html as listed on the date the application is reviewed. Enter
the total of all inverter ratings for multiple inverter installations in the Table above.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 ~~KW~~ KW OR LESS, OTHER THAN FACILITIES OF 30 ~~KW~~ KW OR LESS

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 application³ no later than March 31, 2018, or
- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).

³ A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.



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~~KW~~ kW OR LESS, OTHER THAN FACILITIES OF
30 ~~KW~~ kW OR LESS

Appendix B A Copy of PG&E's Agreement for Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527), if applicable (Formed by the Parties).

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. **CUSTOMER BILLING AND PAYMENT**

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

5. **TERM AND TERMINATION**

5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 ~~KW~~ kW OR LESS, OTHER THAN FACILITIES OF 30 ~~KW~~ kW OR LESS

- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (between 30 kW and 1,000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental Application* (Form 79-998); (3) a signed and completed *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 ~~KW~~ kW OR LESS, OTHER THAN FACILITIES OF 30 ~~KW~~ kW OR LESS

having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in section 6 and provide the following for insurance policies in place.

Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.

The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in section 6 and is not self-insured under Section 9.3, the following insurance shall apply:



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~~kW~~ kW OR LESS, OTHER THAN FACILITIES OF
30 ~~kW~~ kW OR LESS

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause.

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.



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~~KW~~ KW OR LESS, OTHER THAN FACILITIES OF
30 ~~KW~~ KW OR LESS

- 9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email ~~or fax~~ to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGContractMgmt@pge.com

~~c/o EXIGIS LLC~~
~~support@exigis.com~~
~~Fax: 646-755-3327~~

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGContractMgmt@pge.com

~~Pacific Gas and Electric Company~~
~~Attention: Generation Interconnection Services Contract~~
~~Management~~
~~245 Market Street~~
~~Mail Code N7L~~
~~San Francisco, California 94105-1702~~

If to Customer-Generator:



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~~KW~~ kW OR LESS, OTHER THAN FACILITIES OF
30 ~~KW~~ kW OR LESS

Customer-Generator Name: _____

Address: _____

City: _____

Phone: (____) _____

FAX: (____) _____

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

- 12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.
- 12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES



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~~KW~~ KW OR LESS, OTHER THAN FACILITIES OF
30 ~~KW~~ KW OR LESS

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

CUSTOMER-GENERATOR'S NAME

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Manager,
Electric Grid Interconnection
Generation Interconnection Services

Date: _____

Date: _____



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~~KW~~kW OR LESS, OTHER THAN FACILITIES OF
30 ~~KW~~kW OR LESS

APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)



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~~KW~~kW OR LESS, OTHER THAN FACILITIES OF
30 ~~KW~~kW 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)



Electric Sample Form No. 79-978-02

Sheet 1

Interconnection Agreement for Net Energy Metering (NEM2) of Solar or
Wind Electric Generating Facilities of 1,000 Kilowatts or Less, Other than Facilities of 30 Kilowatts or
Less

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 ~~k~~kW OR LESS

This *Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Electric System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E's electric rate Schedule NEM2 (NEM2), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 ~~k~~W OR LESS

- 2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.
- 2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.
- 2.7 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement _____.
- 2.8 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.9 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings**, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists>.)

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

² A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 ~~k~~W OR LESS

- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged);
or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

- 3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Appendix A	Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
Appendix B	A Copy of <i>PG&E's Agreement for Installation or Allocation of Special Facilities</i> (Forms 79-255, 79-280, 79-702) or <i>Agreements to Perform Any Tariff Related Work</i> (62-4527), if applicable (Formed by the Parties).
Appendix C	NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM2.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 ~~k~~W OR LESS

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 ~~KW~~ OR LESS

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities* (Form 79-974-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities, Other Than Facilities of 30 KW or Less* (Form 79-978-02); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.
- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 ~~k~~W OR LESS

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in Section 6 and provide the following for insurance policies in place.

Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.

The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in Section 6 and is not self-insured under Section 9.3, the following insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 ~~k~~W OR LESS

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause.

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email ~~or fax~~ to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGContractMgmt@pge.com

c/o EXIGIS LLC
support@exigis.com

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 ~~Kk~~W OR LESS

~~Fax: 646-755-3327~~

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGContractMgmt@pge.com

~~Pacific Gas and Electric Company~~
~~Attention: Electric Generation Interconnection – Contract Management~~
~~245 Market Street~~
~~Mail Code N7L~~
~~San Francisco, California 94105-1702~~

If to Customer-Generator:

Customer-Generator Name: _____
Address: _____
City: _____
Phone: (____) _____
FAX: (____) _____



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 ~~k~~W OR LESS

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

- 12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.
- 12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES FACILITIES OF 1,000 kW OR LESS, OTHER THAN FACILITIES OF 30 ~~Kk~~W OR LESS

15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

_____ (Customer Generator's Name)	<u>PACIFIC GAS AND ELECTRIC COMPANY</u>
_____ (Signature)	_____ (Signature)
_____ (Print Name)	_____ (Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)



INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING (NEM2) OF SOLAR OR
WIND ELECTRIC GENERATING FACILITIES OF
1,000 kW OR LESS, OTHER THAN FACILITIES
OF 30 ~~k~~kW OR LESS

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)



INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING (NEM2) OF SOLAR OR
WIND ELECTRIC GENERATING FACILITIES OF
1,000 kW OR LESS, OTHER THAN FACILITIES
OF 30 ~~k~~W 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)

INTERCONNECTION AGREEMENT FOR NET ENERGY
METERING (NEM2) OF SOLAR OR WIND ELECTRIC
GENERATING FACILITIES OF 1,000 kW OR LESS,
OTHER THAN FACILITIES OF 30 ~~k~~kW OR LESS

Appendix C

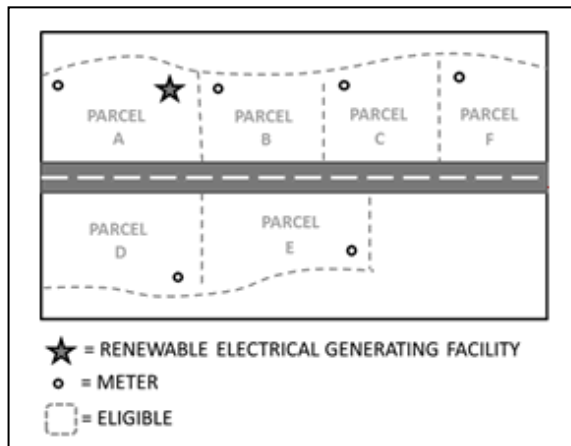
NEM LOAD AGGREGATION APPENDIX

(If Applicable)

**Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On
Same or Adjacent or Contiguous Property to Generator Parcel**

In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

- 1) The total annual output in kWh of the generator is less than or equal to 100% of the annual aggregated electrical load in kWh of the meters within the arrangement, including the load on the generating account itself (before being offset by the generator), and including any estimated future additional load; and
- 2) Each of the aggregated account meters associated with this NEM2 generator account are located either:
 - (i) on the property where the renewable electrical generation facility is located, or
 - (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned, leased or rented by the customer-generator.



For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

- 3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and
- 4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and
- 5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Type/Print Name

Title



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Cancelling Revised
Revised

Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

48706-E

Electric Sample Form No. 79-988

Sheet 1

Generating Facility Interconnection Agreement (Third Party Non-Exporting)

**Please Refer to Attached
Sample Form**

Advice
Decision

6242-E

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

July 8, 2021



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

This *Generating Facility Interconnection Agreement (3rd Party Non-Exporting)* (Agreement) is entered into by and between _____ a _____ (Producer), and Pacific Gas and Electric Company (PG&E), a California corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE, PURPOSE, AND RELATED AGREEMENT

- 1.1 This Agreement, in conjunction with the *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* (Form 79-992) identified in Section 1.2 and attached as Appendix E, provides for Producer to interconnect and operate a Generating Facility in parallel with PG&E’s Distribution System to serve the electrical loads at the location identified in Section 2.2. This Agreement does not provide for Producer to deliver electric power to PG&E’s Distribution System, nor does this Agreement constitute an agreement by PG&E to provide retail electrical service to Producer. Such arrangements must be made separately between PG&E and Producer.
- 1.2 The Generating Facility shall be interconnected with PG&E’s Distribution System consistent with, and pursuant to, the *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* between PG&E and _____, (Customer) its successors or assigns dated _____, (*Customer Agreement*).

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer’s Generating Facility and Customer’s loads are Interconnected with PG&E’s Distribution System, are attached to and made a part of this Agreement.
- 2.2 Name and address used by PG&E to locate the Customer’s Electric Service Account(s) used to interconnect the Generating Facility with PG&E’s Distribution System:



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 2.3 The Gross Nameplate Rating of the Generating Facility is _____ kW.
- 2.4 The Net Nameplate Rating of the Generating Facility is _____ kW.
- 2.5 The annual energy production of the Generating Facility is expected to be _____ kWh.
- 2.6 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.7 For the purpose of securing certain tariff charge exemptions available under the California Public Utilities Code (PU Code), Producer hereby declares that the Generating Facility:
- (a) ☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the PU Code.
 - (b) ☐ does / ☐ does not meet the requirements for Distributed Energy Resource Generation as such term is used in Section 353.1 of the PU Code.

3. DOCUMENTS INCLUDED

This Agreement includes the following exhibits, which are specifically incorporated herein and made a part of this Agreement.

Appendix A - Description of Generating Facility and Single-Line Diagram
(*Supplied by Producer*).

Appendix B - A Copy of *PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service* (Form 79-280, *Special Facility Agreement*)
(If applicable, and formed by the parties).

Appendix C - Producer's warranty that the Generating Facility meets the requirements for a Cogeneration facility pursuant to Section 216.6 of the Public Utilities Code (*when applicable*).

Appendix D - Producer's warranty that the Generating Facility meets the requirements for Distributed Energy Resources Generation as defined in Section 353.1 of the Public Utilities Code (*When applicable*).

Appendix E - *Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting)* (Form 79-992).

4. TERM AND TERMINATION



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 4.1 This Agreement shall become effective as of the last date entered in Section 16 of this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the 31st day following the date the *Customer Agreement* is terminated unless such *Customer Agreement* is assigned to another party or replaced by a subsequent agreement. The Parties shall cooperate in obtaining an assignment or replacement agreement.
 - (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 of this Agreement to the other Party of Producer or PG&E's intent to terminate this Agreement.
- 4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
- (a) A change in applicable tariffs, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Unless otherwise agreed in writing by the Parties, Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.6 of this Agreement as the Generating Facility's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E's Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.
- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file an application to terminate this Agreement with the Commission pursuant to the Commission's rules and regulations.



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.
- 5. GENERATING FACILITY OPERATION**
- 5.1 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's tariffs, including but not limited to PG&E's Electric Rule 21, and any other regulations and laws governing the interconnection of the Generating Facility.
- 5.2 The electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility. Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the PU Code.
- 5.3 Producer shall regulate the electric power output of Producer's Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility.
- 5.4 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.5 Producer shall not operate the Generation Facility in parallel with PG&E's Distribution System unless the *Customer Agreement* is in effect. If the *Customer Agreement* identified in Section 1.2 is terminated, Producer agrees to cease operating the Generating Facility in parallel with PG&E's Distribution System.
- 6. INTERCONNECTION FACILITIES**
- 6.1 Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury which may be caused by the operation of Producer's Generating Facility.
- 6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 6.3 If the provisions of PG&E's Electric Rule 21, or any other tariff approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This agreement shall be attached to and made a part of this Agreement as Appendix B.

7. LIMITATION OF LIABILITY

- 7.1 Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.
- 7.2 PG&E shall not be liable to Producer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Producer resulting from termination of *the Customer Agreement* provided such termination is consistent with the terms of the *Customer Agreement*.

8. INSURANCE

- 8.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
 - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability,



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

and Broad Form Property Damage including Completed Operations.”

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days’ written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3 If Producer’s Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer’s written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.
- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5 Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer is unable to provide continuing evidence of Producer’s ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 8.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email ~~or fax~~ to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGContractMgmt@pge.com

~~c/o EXIGIS LLC~~
~~support@exigis.com~~
~~Fax: 646-755-3327~~

9. NOTICES

- 9.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGContractMgmt@pge.com

_____ ~~[Contact information to be supplied]~~

_____ If to Producer: [Contact information to be supplied]



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 9.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

- 10.1 PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its Interconnection with PG&E's Distribution System.

Producer authorizes PG&E to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission (Commission) information regarding the Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the generating facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES, DEFINED TERMS

- 13.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

- 13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3 The Interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by PG&E. Copies of such tariffs are available at www.PGE.com or by request to PG&E and are incorporated into this Agreement by this reference.
- 13.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.
- 13.5 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 1 or Electric Rule 21, Section C. If any term is defined in both Rule 1 and Electric Rule 21, the definition in Electric Rule 21 shall prevail.

14. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. PG&E shall determine in its sole discretion whether prior commission approval is required for such amendments or modifications.

15. ENTIRE AGREEMENT

This Agreement and the *Customer Agreement* referenced in Section 1.2, including any incorporated tariffs, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement, the *Customer Agreement* or in the incorporated tariffs.



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

_____ (Company Name)	_____ PACIFIC GAS AND ELECTRIC COMPANY
_____ (Signature)	_____ (Signature)
_____ (Print Name)	_____ (Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
3rd PARTY NON-EXPORTING**

APPENDIX A

**DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM**

(Supplied by Producer)



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
3rd PARTY NON-EXPORTING**

APPENDIX B

A Copy of PG&E's:

***Agreement for Installation or Allocation of Special Facilities for Parallel
Operation of Nonutility-Owned Generation and/or Electrical Standby Service***

Form 79-280, Special Facility Agreement

(if applicable, and formed by the Parties)



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

APPENDIX C *(When applicable)*

PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A "COGENERATION FACILITY" PURSUANT TO SECTION 216.6 OF THE CALIFORNIA PUBLIC UTILITIES CODE

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PU Code), Producer hereby declares that the Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PU Code (Cogeneration Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, the Generating Facility shall continue to meet the Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the Cogeneration Requirements. If PG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Cogeneration Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Cogeneration Status Change and provide Notice to Producer of the Cogeneration Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Cogeneration Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E shall invoice the Producer's electric Service Account through which the Generating Facility is Interconnected with PG&E's Distribution System for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PU Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.



GENERATING FACILITY INTERCONNECTION AGREEMENT 3rd PARTY NON-EXPORTING

APPENDIX D

(When applicable)

PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A "DISTRIBUTED ENERGY RESOURCES GENERATION" FACILITY PURSUANT TO SECTION 353.1 OF THE CALIFORNIA PUBLIC UTILITIES CODE

For the purpose of securing the tariff charge exemption available under Section 353.3 of the California Public Utilities Code (PU Code), Producer hereby declares that the Generating Facility meets the requirements for Distributed Energy Resources Generation as such term is used in Section 353.1 of the PU Code (DERG Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the DERG Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the DERG Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the DERG Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the DERG Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the DERG Requirements. If PG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the DERG Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the DERG Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the DERG Status Change and provide Notice to Producer of the DERG Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the DERG Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the DERG Requirements. PG&E shall invoice the Producer electric Service Account through which the Generating Facility is Interconnected with PG&E's Distribution System for any tariff charges that were not previously billed during the period between the effective date of the DERG Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the DERG Requirements and therefore was eligible for the exemption from tariff charges available under Section 353.3 of the PU Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
3rd PARTY NON-EXPORTING**

APPENDIX E

**CUSTOMER GENERATION AGREEMENT
(3RD PARTY GENERATOR ON PREMISES)
(NON-EXPORTING)**



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

	Revised	Cal. P.U.C. Sheet No.	
Cancelling	Revised	Cal. P.U.C. Sheet No.	48709-E

Electric Sample Form No. 79-997 Sheet 1
Interconnection Agreement for Net Energy Metering of Biogas Digester Generating Facilities

**Please Refer to Attached
Sample Form**

Advice 6242-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>July 8, 2021</u>
<i>Effective</i>	<u> </u>
<i>Resolution</i>	<u> </u>

☐ XXXX
☐ XXXX
☐ XXXX
☐ XXXX
☐ _____

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

This "Interconnection Agreement for Net Energy Metering of Qualifying Biogas Digester Generating Facilities" ("Agreement") is entered into by and between _____ ("Biogas Customer-Generator"), and Pacific Gas and Electric Company ("PG&E"), a California Corporation. Biogas Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Biogas Customer-Generator to interconnect and operate an Eligible Biogas Digester Electrical Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Biogas Customer-Generator's Generating Facility. Biogas Customer-Generator's Generating Facility is intended primarily to offset part or all of the Biogas Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Section 2827.9 of the California Public Utilities Code and Pacific Gas and Electric Company's electric rate Schedule NEMBIO ("NEMBIO"), Parties enter into this Agreement. This Agreement applies to the Biogas Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF BIOGAS CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE-RATE SCHEDULE.

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Biogas Customer-Generator's Eligible Biogas Digester Electrical Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to, and made a part of this Agreement. (This description is supplied by Biogas Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E)

2.3 Biogas Customer-Generator's electric service account number: _____
(Assigned by PG&E)

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Eligible Biogas Digester Electrical Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

- 2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.
- 2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.
- 2.7 The expected annual energy production of the Generating Facility is _____ kWh.
- 2.8 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.9 Biogas Customer-Generator's otherwise-applicable-rate schedule as of the execution of this Agreement is _____.

3. DOCUMENTS INCLUDED; DEFINED TERMS

- 3.1 This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

- Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Biogas Customer-Generator)
- Appendix B A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) ("Special Facility Agreement"), if applicable, (Formed by the Parties).
- Appendix C List of qualifying accounts eligible for aggregation under Special Condition 2 of Schedule NEMBIO (if applicable).

In addition PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEMBIO, and Biogas Customer-Generator's otherwise applicable rate schedule, available at PG&E's web-site at www.pge.com, or by request, are specifically incorporated herein and made part of this Agreement.

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement, or in PG&E's Rule 21, Section H, or in Schedule NEMBIO.

4. CUSTOMER BILLING AND PAYMENT OPTIONS

Biogas Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.9 of this Agreement as its otherwise-applicable rate schedule. Biogas Customer-Generator understands that they will be billed according to Schedule NEMBIO.

As provided under Special Condition 2 of Schedule NEMBIO, dairy operations may aggregate the electric load of other qualifying accounts. Exhibit C of this Agreement lists all accounts that qualify for this provision. Exhibit C may be modified from time to time by mutual consent of the Parties. Biogas Customer-Generator must provide PG&E with at least 60 days Notice pursuant to Section 11 of this Agreement, of proposed changes to Exhibit C.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18, below, which shall be no later than 12/31/06. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Biogas Customer-Generator's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Biogas Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Biogas Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Biogas Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Biogas Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Biogas Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Biogas Customer-Generator fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to January 1, 2007; or,
 - (d) Biogas Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Biogas Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Biogas Customer-Generator's apparent abandonment of the Generating Facility affirming Biogas Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (e) Biogas Customer-Generators facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS:

- 6.1 Biogas Customer-Generator's generator must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable rules of the Public Utilities Commission regarding safety and reliability.
- 6.2 Biogas Customer-Generator shall: (a) maintain the Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities. Biogas Customer-Generator shall reimburse Pacific Gas and Electric Company for any and all losses, damages, claims, penalties, or liability it incurs as a result of Biogas Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Biogas Customer-Generator's Facility.
- 6.3 Biogas Customer-Generator shall not commence parallel operation of the Facility until Pacific Gas and Electric Company has provided written approval to the Biogas Customer-Generator to do so. No such approval shall be provided until at least ten (10) working days following the utility's receipt of the inspection clearance of the governmental authority having jurisdiction. Such approval shall not be unreasonably withheld. Pacific Gas and Electric Company shall have the right to have representatives present at the initial testing of Biogas Customer-Generator's protective apparatus. Biogas Customer-Generator shall notify the utility five (5) working days prior to the initial testing.
- 6.4 The Biogas Customer-Generator warrants that they are the recipient of local, state, or federal funds; or they self-finance pilot projects designed to encourage the development of eligible biogas digester electrical generating facilities.

7. INTERCONNECTION FACILITIES

- 7.1 Biogas Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Biogas Customer-Generator's Generating Facility.
- 7.2 Biogas Customer-Generator shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Biogas Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Biogas Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design,

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

9.1 In connection with Customer-Generator's performance of its duties and obligations under this Agreement, Customer-Generator shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one-hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

9.2 The general liability insurance required in this Section shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

9.3 If Biogas Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.2(a) prevents Biogas Customer-Generator from obtaining the insurance required in this

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

Section, then upon Biogas Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.2(a) shall be waived.

- 9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 9.5 Biogas Customer-Generator agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 9.6 If Biogas Customer-Generator is self-insured with an established record of self-insurance, Biogas Customer-Generator may comply with the following in lieu of Section 9.2:
- (a) Biogas Customer-Generator shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.
 - (b) If Biogas Customer-Generator ceases to self-insure to the level required hereunder, or if Biogas Customer-Generator is unable to provide continuing evidence of Biogas Customer-Generator's ability to self-insure, Biogas Customer-Generator agrees to immediately obtain the coverage required under Section 9.1.
- 9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

Attn: Manager, Generation Interconnection Services
PO Box 770000
Mail Code B13J
San Francisco, California 94177

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Biogas Customer-Generator fails to comply with the insurance provisions of this Agreement, Biogas Customer-Generator shall, at its own cost, defend, save harmless and indemnify Pacific Gas and Electric Company, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Biogas Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Biogas Customer-Generator to elect not to provide any such required insurance.

- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
P.O. Box 770000
Mail Code N7L
San Francisco, CA 94177
Email: EGIContractMgmt@pge.com

~~Attention: Business Customer Services~~
~~P.O. Box 770000~~
~~Mail Code B8G~~
~~San Francisco, California 94177~~
~~Phone: (800) 468-4743~~
~~FAX: (415) 972-5309~~

If to Biogas Customer-Generator:

Biogas Customer-Generator Name: _____

Address: _____

City: _____

Phone: (____) _____

FAX: (____) _____

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

- 12.1 PG&E shall have the right to review and obtain copies of Biogas Customer-Generator's

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

operations and maintenance records, logs, or other information such as, Generation Unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Biogas Customer-Generator's Generating Facility or its interconnection with PG&E's Distribution System.

- 12.2 Biogas Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Biogas Customer-Generator's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Biogas Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Biogas Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Biogas Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

This Agreement can only be amended or modified by a writing signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

This agreement is effective when accepted and executed by PG&E.

PACIFIC GAS AND ELECTRIC COMPANY

Biogas Customer Generator's Name

Authorized by (Print)

Signature

Title

Date

Authorized by (Print)

Signature

Title

Date

APPENDIX A

**DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Biogas Customer-Generator)**

**APPENDIX B
(If Applicable)**

**RULE 21 “SPECIAL FACILITIES” AGREEMENT
(Formed between the Parties)**

APPENDIX C
(If Applicable)

**LIST OF QUALIFYING ACCOUNTS ELIGIBLE FOR
AGGREGATION UNDER SPECIAL CONDITION 2 OF
SCHEDULE NEMBIO**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF BIOGAS DIGESTER GENERATING FACILITIES

Customer Account No.

Address (Street, City, Zip Code)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature: (PG&E): _____ Date: _____

(Customer) _____ Date: _____

Date Completed:

Page ___ of ___



**ELECTRIC PRELIMINARY STATEMENT PART CP
ENERGY RESOURCE RECOVERY ACCOUNT**

Sheet 5

CP. ENERGY RESOURCE RECOVERY ACCOUNT (ERRA) (Cont'd.)

5. ACCOUNTING PROCEDURES: (Cont'd)

Utility-Owned Generation Related Entries:

- f) A debit or credit entry to true-up the Retained RA Value, determined using the Forecast RA Adder to the Retained RA Value using the Final RA Adder. A corresponding credit or debit entry equal to the true-up of the Retained RA Value is recorded in PABA and MTCBA. (T)
↓
↓
(T)
- g) A debit or credit entry, as appropriate, to record ESA costs associated with bundled customer portfolio/procurement activity (which is embedded in the annual authorized revenue requirements associated with PG&E's owned generation);

CAISO Related Entries:

- h) A debit or credit entry equal to the net charges or revenues for energy associated with load and generating resources recovered in ERRA and the New System Generation Balancing Account (NSGBA);
- i) A debit or credit entry equal to the net charges or revenues for miscellaneous CAISO charges/credits associated with load and generating resources recovered in ERRA and NSGBA;
- j) A debit or credit entry equal to the net charges or revenues for ancillary services associated with load and generating resources recovered in ERRA and the NSGBA;
- k) A credit or debit entry equal to the revenues or costs related to Congestion Revenue Rights;
- l) A credit or debit entry equal to the revenues or costs related to convergence bidding;

(Continued)



ELECTRIC PRELIMINARY STATEMENT PART DB
NUCLEAR DECOMMISSIONING ADJUSTMENT MECHANISM

Sheet 1

DB. NUCLEAR DECOMMISSIONING ADJUSTMENT MECHANISM (NDAM)

1. **PURPOSE:** The purpose of the NDAM is to record the authorized Diablo Canyon Nuclear Power Plant (Diablo Canyon) and Humboldt Power Plant Nuclear Unit 3 (Humboldt) nuclear decommissioning revenue requirements and Humboldt SAFSTOR operating and maintenance (O&M) revenue requirements, and to provide full recovery of those costs. The NDAM also recovers the actual costs incurred up to \$400,000 to satisfy the requirements of California Senate Bill 968 and Public Utilities Code Section 712.5 Section 3.
2. **APPLICABILITY:** The NDAM balance shall apply to all customer bills for service under all rate schedules and contracts for electric service subject to the jurisdiction of the Commission, except for those rate schedules or contracts specifically excluded by the Commission.
3. **REVISION DATE:** Disposition of the balance in this account shall be determined through the advice letter process.
4. **RATES:** The NDAM rates are included in the effective rates set forth in each rate schedule as a separate non-bypassable charge.
5. **ACCOUNTING PROCEDURES:** The following entries shall be made each month:
 - a. A debit entry equal to the annual authorized nuclear decommissioning and Humboldt SAFSTOR O&M revenue requirements divided by twelve.
 - b. A debit entry equal to the costs incurred for an independent third-party to conduct an assessment of the closure of the Diablo Canyon Nuclear Plant required by SB 968 and PU Code Section 712.5 Section 3.
 - c. A debit entry equal to PG&E's share of recorded amounts paid to the independent panel for its report on nuclear decommissioning issue as authorized in D.10-07-047, or any other amounts upon subsequent approval by the CPUC.
 - d. A debit entry equal to one-twelfth of the annual authorized Employee Retraining Program budget for Diablo Canyon Power Plant Employees, including Revenue, Fees & Uncollectibles expense (RF&U) (see corresponding entry in the Employee Retraining Subaccount of the Diablo Canyon Retirement Balancing Account per preliminary statement HK, 5c.1).
 - e. A debit entry equal to one-twelfth of the annual funding of the Essential Services Mitigation Fund portion of the Community Impact Mitigation Program (CIMP), including RF&U for the years 2019-2025.
 - f. A one-time debit entry for the Economic Development Fund portion of the CIMP following CPUC approval and expiration of protest period of Advice Letter 5461-E in 2019, including RF&U.
 - g. A credit entry equal to the revenue from the NDAM rates.
 - h. A debit or credit entry to record the transfer of amounts to or from other accounts, as approved by the Commission.
 - i. An entry equal to interest on the average balance in the account at the beginning of the month and the balance after the above entries, at a rate equal to one-twelfth of the interest rate on three-month Commercial Paper for the previous month, as reported in the Federal Reserve Statistical Release, H.15 or its successor.

(N)

(N)

(T)



ELECTRIC PRELIMINARY STATEMENT PART DX
FAMILY ELECTRIC RATE ASSISTANCE BALANCING ACCOUNT

Sheet 1

DX. FAMILY ELECTRIC RATE ASSISTANCE BALANCING ACCOUNT (FERABA)

1. PURPOSE: The purpose of the electric FERABA is to record the revenue shortfalls and program administrative, marketing, and all other costs for the large household program (also called the Family Electric Rate Assistance (FERA) program) approved by Decisions 04-02-057, ~~and 07-09-004, 15-07-001, and 21-06-015, as well as Advice Letters 4689-E, 4805-E/E-A, and 5432-E.~~ (T)
↓ (T)
2. APPLICABILITY: The FERABA shall apply to all electric customers except for those specifically excluded by the Commission.
3. REVISION DATE: Disposition of the balance in this account shall be determined through the Annual Electric True-Up (AET) advice letter process.
4. RATES: This account does not currently have a rate component.
5. ACCOUNTING PROCEDURE: PG&E shall make entries to the following subaccounts at the end of each month as follows:
 - a) A debit entry equal to the FERA revenue shortfall in residential customer revenue resulting from the ~~change in price from Tier 3 to Tier 2~~ 18 percent line-item discount on monthly bills and 50 percent delivery minimum bill discount for all enrolled FERA customers. The revenue shortfall is computed by subtracting the residential customers' monthly revenues from the revenues that would have been recovered from customers had the ~~Tier 3 rate~~ 18 percent line-item discount on monthly bills and 50 percent delivery minimum bill discount -not been in ~~place~~ reduced. (T)
↓ (T)
 - ~~b) A debit entry equal to the FERA discount for charges for the California Solar Initiative.~~ (D)
 - ~~be)~~ A debit entry equal to ~~the all~~ administrative marketing, and all other costs associated with the FERA program. (T)
 - ~~cd)~~ A credit entry to transfer the balance to other regulatory accounts as appropriate for rate recovery, upon approval by the CPUC. (T)
 - ~~de)~~ A debit entry equal to interest on the average balance in the account at the beginning of the month and the balance after the above entry, at a rate equal to one-twelfth of the rate on three-month Commercial Paper for the previous month, as reported in the Federal Reserve Statistical Release, H.15, or its successor. (T)



**ELECTRIC PRELIMINARY STATEMENT PART HQ
FIRE RISK MITIGATION MEMORANDUM ACCOUNT (FRMMA)**

Sheet 1

HQ. Fire Risk Mitigation Memorandum Account (FRMMA)

1. PURPOSE: The purpose of the Fire Risk Mitigation Memorandum Account (FRMMA) is to record, pursuant to ~~Senate Bill (SB) 901~~ Assembly Bill (AB) 1054 (Public Utilities Code Section 8386.43(ab)(1)-(j)), incremental costs of fire risk mitigation work that is not otherwise recovered in PG&E's adopted revenue requirements. Such costs shall include, but are not limited to, expense and capital expenditures for: advanced system hardening and resiliency; expanded automation and protection; improved wildfire detection; enhanced event response capacity, and vegetation management activities. Costs recorded to the FRMMA will not include costs approved for recovery in PG&E General Rate Cases (GRCs) or recovered through PG&E's Catastrophic Event Memorandum Account (CEMA), Fire Hazard Prevention Memorandum Account (FHPMA), the Wildfire Mitigation Plan Memorandum Account (WMPMA) or other cost recovery mechanisms ~~including the memorandum account approved as part of PG&E's annual Wildfire Mitigation Plan, as set forth in SB 901 (Public Utilities Code Section 8386 (e)).~~ (T)
2. APPLICABILITY: The FRMMA applies to all customer classes, except for those specifically excluded by the Commission. (T)
3. REVISION DATE: Disposition of the balance in this account will be established by a Commission decision through a subsequent application or through other appropriate filing as otherwise authorized by the Commission. (T)
4. RATES: The FRMMA does not have a rate component.
5. ACCOUNTING PROCEDURE: PG&E shall maintain the FRMMA by making entries to this account at the end of each month, or as applicable, as follows (these amounts will exclude costs that have already been authorized in PG&E GRCs or recorded in PG&E's CEMA, FHPMA, WMPMA or other cost recovery mechanisms): (T)
 - a. A debit entry equal to the expenses incurred related to fire risk mitigation work.
 - b. A debit or credit entry equal to the revenue requirement based on the recorded capital costs, net of RF&U, associated with the incremental costs of plant related to fire risk mitigation work. Capital revenue requirements include depreciation expense, return on investment, federal and state income taxes, and property taxes associated with the costs of installed equipment.
 - c. A credit entry to transfer all or a portion of the balance in this FRMMA to other adjustment clauses for future rate recovery, as may be approved by the CPUC.
 - d. A monthly credit entry equal to one-seventeenth (or amortization period approved) of the interim rate relief as authorized by the CPUC in Decision 20-10-026, or future ~~interim rate relief~~ Decisions as authorized by the Commission. (T)
 - e. An entry equal to the interest on the average of the balance in the account at the beginning of the month and the balance in the account after the above entries, at a rate equal to one-twelfth the interest rate on three-month Commercial Paper for the previous month, as reported in the Federal Reserve Statistical Release, H.15, or its successor.

(Continued)

Advice
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
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ELECTRIC PRELIMINARY STATEMENT PART HX
WILDFIRE MITIGATION PLAN MEMORANDUM ACCOUNT (WMPMA)

Sheet 1

HX. Wildfire Mitigation Plan Memorandum Account (WMPMA)

1. **PURPOSE:** The purpose of the Wildfire Mitigation Plan Memorandum Account (WMPMA) is to record, pursuant to ~~Senate Bill (SB) 901~~ Assembly Bill (AB) 1054 (Public Utilities Code Section 8386.4-34 (a)) and ~~a the~~ Wildfire Mitigation Plan ~~(also known as the Wildfire Safety Plan)~~ approved by the Commission, incremental costs incurred to implement an approved wildfire mitigation plan that are not otherwise recovered in PG&E's adopted revenue requirements. Such costs may include expense and capital expenditures for activities including but not limited to: operational practices, inspection programs, system hardening, enhanced vegetation management, enhanced situational awareness, public safety power shutoffs, and alternative technologies. Costs recorded to the WMPMA will not include costs approved for recovery in PG&E General Rate Cases (GRCs) or recovered through PG&E's Catastrophic Event Memorandum Account (CEMA), Fire Hazard Prevention Memorandum Account (FHPMA), Fire Risk Mitigation Memorandum Account (FRMMA), or other cost recovery mechanisms. (T)
2. **APPLICABILITY:** The WMPMA applies to all customer classes, except for those specifically excluded by the Commission. (T)
3. **REVISION DATE:** Disposition of the balance in this account will be established by a Commission decision through a GRC application or through other appropriate filing as otherwise authorized by the Commission.
4. **RATES:** The WMPMA does not have a rate component.
5. **ACCOUNTING PROCEDURE:** PG&E shall maintain the WMPMA by making entries to this account at the end of each month, or as applicable, as follows:
 - a. A debit entry equal to the expenses, net of RF&U, incurred related to implementation of an approved wildfire mitigation plan.
 - b. A debit or credit entry equal to the revenue requirement based on the recorded capital costs, net of RF&U, associated with the incremental costs of plant related to wildfire reduction work. Capital revenue requirements include depreciation expense, return on investment, federal and state income taxes, and property taxes associated with the costs of installed equipment.
 - c. A credit entry to transfer all or a portion of the balance in this WMPMA to other adjustment clauses for future rate recovery, as may be approved by the CPUC.
 - d. A monthly credit entry equal to one-seventeenth (or amortization period approved) of the interim rate relief as authorized by the CPUC in Decision 20-10-026, or future ~~interim rate relief~~ Decisions as authorized by the Commission. (T)
 - e. An entry equal to the interest on the average of the balance in the account at the beginning of the month and the balance in the account after the above entries, at a rate equal to one-twelfth the interest rate on three-month Commercial Paper for the previous month, as reported in the Federal Reserve Statistical Release, H.15, or its successor.

Advice
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution



**ELECTRIC SCHEDULE A-1
SMALL GENERAL SERVICE**

Sheet 1

APPLICABILITY: Schedule A-1 applies to single-phase and polyphase alternating-current service (for a description of these terms, see Section D of Rule 2*). This schedule is not available to residential or agricultural service for which a residential or agricultural schedule is applicable, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section). Customers that are otherwise eligible to take service on Schedule A-1, but are purchasing power to serve electric vehicle charging equipment, are not eligible to take service on this rate schedule.

Effective March 1, 2021, Schedule A-1 is available only to qualifying solar legacy TOU period customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all ~~legacy~~ customers must transition to new Schedule B-1 or other applicable new tariffs with later TOU hours as described below. The non-TOU version of Schedule A-1 is not available for solar legacy TOU period purposes after March 2021

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(T)

Effective November 1, 2012, Schedule A-1 is closed to customers with a maximum demand of 75 kW or greater for three consecutive months in the most recent twelve months, or with usage of 150,000 kWh per year or greater, and who have at least twelve (12) months of hourly usage data available. Eligibility for A-1 will be reviewed annually and migration of ineligible customers will be implemented once per year, on bill cycles each November, using the same procedures described below for TOU rates adopted in Decision 10-02-032 as modified by Decision 11-11-008.

Effective November 1, 2014, new customers establishing service on Schedule A-1 where a Smart Meter™ is already in place will be charged Schedule A-1 TOU rates.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their ~~current~~ legacy TOU periods until the rates with new TOU periods (B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU ~~rate~~ periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements.

(T)
(T)
(T)

The new rates with revised TOU periods adopted in D.18-08-013 were available on a voluntary opt-in basis for qualifying customers from November 2019 through February 2021.

* The Rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and website at <http://www.pge.com/tariffs>

(Continued)



**ELECTRIC SCHEDULE A-1
SMALL GENERAL SERVICE**

Sheet 3

APPLICABILITY: Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes as discussed above. After the voluntary period ends, beginning March 2021, Schedule B-1, with revised TOU periods, will become mandatory for customers served on this schedule, with exceptions for solar legacy TOU (T)
(cont'd.) periodgrandfathered customers, discussed above.

Beginning in March 2021, Schedule B-1, with revised TOU periods, will become mandatory for customers served on this schedule:

Customers on Schedule A-1 with an interval meter that have at least twelve (12) billing months of hourly usage data available will transition to new Schedule B-1.

Customers on Schedule A-1 with a maximum demand of 75 kW or greater for three consecutive months in the most recent twelve months, or, with usage of 150,000 kWh per year or greater when measured kW is not available and who have at least twelve (12) months of hourly usage data available, will transition to new Schedule B-10.

Customers on the non-TOU option of Schedule A-1 eligible for transition to mandatory TOU rates, including Direct Access and Community Choice Aggregation (DA/CCA) customers, will transition to new Schedule B-1.

The transition of customers no longer eligible for A-1 to new Schedule B-1 (or B-10) with revised TOU periods will occur on the start of the customer's March 2021 billing cycle. Customers will have at least 45-days' notice prior to their scheduled transition date, during which they will continue to take service on this rate schedule. Customers may elect any applicable new rate with revised TOU periods, based on their eligibility, up to five (5) days prior to the planned transition date to the new Schedule B-1 (or B-10).

Exemptions to the mandatory transitions beginning in March 2021include:

Qualifying customers with solar systems who meet the requirements in Rule 1 Definition of "Behind-the-Meter Solar Legacy TOU Period" and the terms of "Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements" shall be permitted to maintain their legacy TOU rate periods, until the date ten years after their system received its permission to operate (but in no event beyond December 31, 2027 (for public schools) or July 31, 2027 (for all other qualifying). However, rates for those TOU rate periods will be updated with new rates as authorized in applicable PG&E rate proceedings and advice filings.

Customers that do not have a meter that is capable of billing on the new Schedule B-1 by the beginning of their March 2021 billing cycle, may continue service on this schedule until they receive an interval meter and have at least twelve (12) months of hourly usage data available.

The mandatory transition process will then occur in November 2021 and in each November thereafter to transition all applicable remaining A-1 customers to the rates with revised TOU periods.

TERRITORY: This rate schedule applies everywhere PG&E provides electric service.

(Continued)

Advice
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

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ELECTRIC SCHEDULE A-10
MEDIUM GENERAL DEMAND-METERED SERVICE

Sheet 1

APPLICABILITY: Schedule A-10 is a demand metered rate schedule for general service customers. Schedule A-10 applies to single-phase and polyphase alternating-current service (for a description of these terms, see Section D of Rule 2*). This schedule is not available to residential or agricultural service for which a residential or agricultural schedule is applicable, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section).

Effective March 1, 2021, Schedule A-10 is available only to qualifying solar legacy TOU period customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all ~~legacy~~ customers must transition to new Schedule B-10 or other applicable new tariffs with later Time-of-Use (TOU) hours as described below. The non-TOU version of Schedule A-10 is not available for solar legacy TOU period purposes after March 2021.

(T)
(T)
(T)
(T)

Under Rate Schedule A-10, there is a limit on the demand (the number of kilowatts (kW)) the customer may require from the PG&E system. If the customer's demand exceeds 499 kW for three consecutive months, the customer's account will be transferred to Schedule E-19 or E-20.

Effective November 1, 2014, new customers establishing service on Schedule A-10 where a Smart Meter™ is already in place will be charged Schedule A-10 TOU rates.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their ~~current~~ legacy TOU periods until the rates with new TOU periods (B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU ~~rate~~ periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements.

(T)
(T)
(T)

The new rates with revised TOU periods were available on a voluntary opt-in basis for qualifying customers from November 2019 through February 2021.

* The rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and on the website at <http://www.pge.com/tariffs>.

(Continued)



ELECTRIC SCHEDULE A-10
MEDIUM GENERAL DEMAND-METERED SERVICE

Sheet 3

APPLICABILITY
(CONT'D):

Time-of-Use Rates: Decision 10-02-032, as modified by Decision 11-11-008, makes TOU rates mandatory beginning November 1, 2012, for small and medium Commercial and Industrial (C&I) customers that have at least twelve (12) billing months of hourly usage data available.

Decision 18-08-013 suspends the transition of eligible A-10 customers to mandatory TOU rate beginning November 1, 2018 until the rates with revised TOU periods, as adopted in the same Decision, become mandatory.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes as discussed above. After the voluntary period ends, beginning March 2021, new Schedule B-10, with revised TOU periods, will become mandatory for customers served on this rate schedule, with exceptions for solar legacy TOU period grandfathered customers, discussed above.

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Beginning in March 2021, Schedule B-10, with revised TOU periods, will become mandatory for customers served on this schedule:

Customers on Schedule A-10 with an interval meter and that have at least 12 months of hourly usage data available will transition to the new Schedule B-10.

Customers on the non-TOU option of Schedule A-10 eligible for transition to mandatory TOU rates, including Direct Access and Community Choice Aggregation (DA/CCA) customers, will transition to new Schedule B-10.

The transition of customers no longer eligible for A-10 to new B-10 with revised TOU periods will occur on the start of the customer's March 2021 billing cycle. Customers will have at least 45-days' notice prior to their scheduled transition date, during which they will continue to take service on this rate schedule. Customers may elect any applicable new rate with revised TOU periods, based on their eligibility, up to five (5) days prior to the planned transition date to the new Schedule B-10.

Exemptions to mandatory transitions beginning in March 2021 include:

Qualifying customers with solar systems who meet the requirements in Rule 1 Definition of "Behind-the-Meter Solar Legacy TOU Period" and the terms of "Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements" shall be permitted to maintain their legacy TOU rate periods, until the date ten years after their system received its permission to operate (but in no event beyond December 31, 2027 (for public schools) or July 31, 2027 (for all other qualifying). However, rates for those TOU rate periods will be updated with new rates as authorized in applicable PG&E rate proceedings and advice filings.

Customers that do not have a meter that is capable of billing on the new Schedules B-10 by the beginning of their March 2021 billing cycle, may continue service this schedule until they receive an interval meter and have at least twelve (12) months of hourly usage data available.

The mandatory transition process will then occur in November 2021 and in each November thereafter to transition all applicable remaining A-10 customers to the rates with revised TOU periods.

(Continued)

Advice
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution



ELECTRIC SCHEDULE A-6
SMALL GENERAL TIME-OF-USE SERVICE

Sheet 1

APPLICABILITY: This time-of-use schedule applies to single-phase and polyphase alternating-current service (for a description of these terms, see Section D of Rule 2*). This schedule is not available to residential or agricultural service for which a residential or agricultural schedule is applicable, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section).

Effective March 1, 2021, Schedule A-6 is available only to qualifying solar legacy TOU period customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all legacy customers must transition to new Schedule B-6 or other applicable new tariffs with later Time-of-Use (TOU) hours as described below.

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Effective April 1, 2017, Schedule A-6 is closed to new customers with a maximum demand of 75 kW or greater for three consecutive months in the most recent twelve months, or with usage of 150,000 kWh per year or greater, and who have at least twelve (12) months of hourly usage data available. For new customers on or after April 1, 2017, eligibility for A-6 will be reviewed annually and migration of ineligible customers will be implemented once per year, on bill cycles each November, using the same procedures described in Schedule A-1 for TOU rates adopted in Decision 10-02-032 as modified by Decision 11-11-008.

Any customer with a maximum demand of 75 kW or greater, or with usage of 150,000 kWh per year or greater, who sent PG&E a letter (via certified mail with a return receipt to establish a delivery record date on or before March 31, 2017) requesting a rate change pursuant to Electric Rule 12, shall be allowed to take service on Schedule A-6 or Schedule B-6 subject to the requirements of Decision 18-08-013.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their current legacy TOU periods until the rates with new TOU periods (B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU rate periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements.

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The new rates with revised TOU periods adopted in D.18-08-013 were available on a voluntary opt-in basis from November 2019 through February 2021.

* The Rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and website at <http://www.pge.com/tariffs>.

(Continued)



ELECTRIC SCHEDULE AG
TIME-OF-USE AGRICULTURAL POWER

Sheet 2

1.APPLICABILITY: The customer will be served under one of the following default rate plans AG-A1, AG-A2, AG-B, or AG-C, under Schedule AG but may elect any rate for which they are eligible, including rate plans under optional Schedule AG-F with flexible off-peak period days, as set forth in the separate tariff for rate Schedule AG-F.

(Cont'd.)

Rates AG-A1 and AG-A2:

Applies to single-motor installations rated less than 35 kilowatts (kW) and to all multi-load installations aggregating less than 35 kW.

Rates AG-B and AG-C:

Applies to single-motor installations rated 35 kW or more, to multi-load installations aggregating 35 kW or more.

Generally, AG-A1 and AG-B are designed for lower load factor customers with fewer operating hours and contains lower demand charges and higher energy charges than AG-A2 and AG-C respectively. By contrast, AG-A2 and AG-C are generally designed for higher load factor customers with more operating hours, and have higher demand charges and lower energy charges than AG-A1 and AG-B respectively.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Agricultural rate Schedules AG-1, AG-4, AG-5, AG-R and AG-V will be retained as legacy rate schedules with their current TOU periods until the rates with new TOU periods, established in the same proceeding, become mandatory in March 2021. Decision 19-05-010 adopted additional modifications to the agricultural rates adopted in Decision 18-08-013 and delays the mandatory transition of certain qualifying agricultural customers until March 2022. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU ~~rate~~ periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements.

(T)

(T)

The rates with revised TOU periods adopted in D.18-08-013 and modified in D.19-05-010, including AG-A1, AG-A2, AG-B, and AG-C under Schedule AG were available to qualifying customers on a voluntary opt-in basis from March 2020 through February 2021. Customers eligible for this rate schedule must have an interval data meter that can be read remotely by PG&E.

Any agricultural customers establishing service on or after March 1, 2020 with an interval meter already in place will be charged the new Schedule AG (or optional Schedule AG-F) rates and are not eligible for legacy agricultural rates.

Beginning on March 1, 2021 customers still served on legacy rate Schedules AG-1, AG-4, AG-5, AG-R or AG-V, with the exception of customers referenced above, will be transitioned to AG-A1, AG-A2, AG-B, or AG-C under Schedule AG with revised TOU periods. Customers may elect any rate for which they are eligible, including rates under optional Schedule AG-F with flexible off-peak period days. The transition notification and default process are further described in the legacy rate Schedules AG-1, AG-4, AG-5, AG-R and AG-V.

(Continued)



**ELECTRIC SCHEDULE AG-1
AGRICULTURAL POWER**

Sheet 1

1. APPLICABILITY: A customer will be served under this schedule if 70% or more of the annual energy use on the meter is for agricultural end-uses. Agricultural end-uses consist of:

- (a) growing crops;
- (b) raising livestock;
- (c) pumping water for irrigation of crops; or
- (d) other uses which involve production for sale.

Only agricultural end-uses performed prior to the First Sale of the agricultural product are agricultural end-uses under this criteria, except for the following activities, which are also agricultural end-uses under this criteria: (a) packing and packaging of the agricultural products following the First Sale and before any subsequent sale, and (b) agricultural end-uses by nonprofit cooperatives. Guidelines for interpreting this applicability statement are set forth in Section D of the Rule 1 Definition 'Qualification for Agricultural Rates'.

Schedule AG-1 is a non-Time-of-Use (TOU) rate schedule. Effective March 1, 2021, Schedule AG-1 is available only to qualifying customers without interval meters that can be read remotely by PG&E, and to highly impacted agricultural customers, as specified in greater detail below. Schedule AG-1 is not available for solar legacy TOU period purposes after March 2021. Customers on this tariff with 12 months of interval data prior to March 2021, or prior to March 2022 if highly impacted, and prior to each March thereafter, must either elect service on new opt-in TOU Schedule AG-F, or must transition to a new default AG Schedule with later TOU hours as described below:

(T)

Ag < 35 kW Low Use (AG-A1)
Ag < 35 kW High Use (AG-A2)
Ag 35+ kW Med Use (AG-B)
Ag 35+ kW High Use (AG-C)

None of the above activities may process the agricultural product. Residential dwelling, office, and retail usage are not agricultural end-uses.

The Rule 1 definition 'Qualification for Agricultural Rates' specifies additional activities and meters that will also be served on agricultural rates, and guidelines through the following sections: (B) Other Activities and Meters Also Served on Agricultural Rates, (C) Specific Applications of the March 2, 2006 Applicability Criteria, and (D) Guidelines for Applying the Applicability Criteria.

This schedule is not applicable to service for which a residential or commercial/ industrial schedule is applicable, or to customers with a maximum demand of 500 kW or more. This schedule is also not available to customers whose meter indicates a maximum demand of 200 kW or greater for three consecutive months, except customers that are identified as load research sites. Customers with interval data meters who are not eligible for this rate schedule must be placed on a Time-Of-Use (TOU) rate schedule.

Depending upon the end-use of electricity, the customer will be served under one of the two rates under Schedule AG-1: Rate A or Rate B.

(Continued)



**ELECTRIC SCHEDULE AG-1
AGRICULTURAL POWER**

Sheet 3

1.APPLICABILITY: The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule AG-1 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

(Cont'd.)

Time-of-Use Rates: Decision 10-02-032, as modified by Decision 11-11-008, makes TOU rates mandatory beginning March 1, 2013, for Agricultural customers that have at least twelve (12) billing months of hourly usage data available.

Decision 18-08-013 adopted new TOU periods for all non-residential customer classes. The Decision also suspends the transition of eligible AG-1 customers to mandatory TOU rates beginning March 1, 2019 until the rates with new TOU periods, as adopted in the same Decision, become mandatory. The rates with new TOU periods are expected to become mandatory for agricultural customers in March 2021, concurrent with the resumption of customer transitions to mandatory TOU rates.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes as discussed above. Beginning March 1, 2021, Schedule AG and Schedule AG-F with revised TOU periods, will become mandatory for customers served on this schedule, with exceptions for solar ~~legacy TOU period grandfathered~~ customers, discussed above. (T)

Beginning March 2021, customers served under Schedule AG-1 will transition to the rate plans under Schedule AG with revised TOU periods on a mandatory basis or may elect service under optional Schedule AG-F or any other rate plan for which they are eligible.

Customers on AG-1A with an interval meter that have at least twelve (12) billing months hourly usage data available, and a maximum demand less than 35 kW, will transition to AG-A1 under Schedule AG, or may elect to enroll in AG-A2 or AG-FA under Schedule AG-F.

Customers on AG-1A with an interval meter that have at least twelve (12) billing months hourly usage data available, and a maximum demand of 35 kW or greater, for three consecutive months in the most recent twelve months, will transition to AG-B under Schedule AG, or may elect to enroll in AG-C, or AG-FB or AG-FC under Schedule AG-F.

Customers on AG-1B, with an interval meter that have at least twelve (12) billing months hourly usage data available, will transition to AG-B under Schedule AG, or may elect to enroll in AG-C, or AG-FB or AG-FC under Schedule AG-F.

Summarized below:

Legacy Rate	Defaults to service under Schedule AG:	Or May Opt-In to
AG-1A < 35 kW	<u>AG-A1</u>	AG-A2, AG-FA
AG-1A >= 35 kW, AG-1B	<u>AG-B</u>	AG-C, AG-FB, AG-FC

(Continued)



ELECTRIC SCHEDULE AG-4
TIME-OF-USE AGRICULTURAL POWER

Sheet 1

1. APPLICABILITY: A customer will be served under this schedule if 70% or more of the annual energy use on the meter is for agricultural end-uses. Agricultural end-uses consist of:

- (a) growing crops;
- (b) raising livestock;
- (c) pumping water for irrigation of crops; or
- (d) other uses which involve production for sale.

Only agricultural end-uses performed prior to the First Sale of the agricultural product are agricultural end-uses under this criteria, except for the following activities, which are also agricultural end-uses under this criteria: (a) packing and packaging of the agricultural products following the First Sale and before any subsequent sale, and (b) agricultural end-uses by nonprofit cooperatives. Guidelines for interpreting this applicability statement are set forth with in Section D of the Rule 1 Definition 'Qualification for Agricultural Rates'.

None of the above activities may process the agricultural product. Residential dwelling, office, and retail usage are not agricultural end-uses.

Effective March 1, 2021, Schedule AG-4 is available only to qualifying solar legacy TOU period customers, highly impacted agricultural customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all ~~legacy~~ customers must transition to a new AG Schedule with later TOU hours as described below:

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(T)

- Ag < 35 kW Low Use (AG-A1)
- Ag < 35 kW High Use (AG-A2)
- Ag 35+ kW Med Use (AG-B)
- Ag 35+ kW High Use (AG-C)

The Rule 1 definition 'Qualification for Agricultural Rates' specifies additional activities and meters that will also be served on agricultural rates, and guidelines through the following sections: (B) Other Activities and Meters Also Served on Agricultural Rates, (C) Specific Applications of the March 2, 2006 Applicability Criteria, and (D) Guidelines for Applying the Applicability Criteria.

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule AG-4 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

(Continued)



ELECTRIC SCHEDULE AG-4
TIME-OF-USE AGRICULTURAL POWER

Sheet 4

1. APPLICABILITY: The transition of customers no longer eligible for AG-4 to Schedule AG with revised TOU periods will occur on the start of the customer's March billing cycle. Customers will have at least 45-days' notice prior to their scheduled transition date, during which they will continue to take service on this rate schedule. Customers may elect any applicable rate plan with revised TOU periods, based on their eligibility, up to five (5) days prior to the planned transition date to the new Schedule AG.

(Cont'd.)

Exemptions to the mandatory transitions beginning in March 2021 include:

Qualifying customers with solar systems who meet the requirements in Rule 1 Definition of "Behind-the-Meter Solar ~~Legacy~~ Grandfathering TOU Period ~~Legacy~~ Grandfathering Eligibility Requirements" shall be permitted to maintain their legacy TOU rate periods, until the date ten years after their system received its permission to operate (but in no event beyond December 31, 2027 (for public schools) or July 31, 2027 (for all other qualifying). However, rates for those TOU rate periods will be updated with new rates as authorized in applicable PG&E rate proceedings and advice filings.

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"Highly impacted" customers, defined as those agricultural customers with potential bill increases greater than 7 percent and \$100 annually due to the transition, may remain on their legacy rate schedule for an additional year but must transition to the new rates with revised TOU periods in March 2022. Decision 19-05-010 delays the mandatory transition to rates with revised TOU periods for these "highly impacted" customers and clarifies that net energy metering (NEM) customers, direct access customers, and community choice aggregation customers and accounts beginning service on or after August 9, 2018 are not eligible for "highly impacted" subgroup exemptions from the mandatory TOU transition in March 2021. However, direct access and community choice aggregation customers are also allowed to qualify as highly impacted customers pursuant to a modification granted by the CPUC Executive Director by letter dated November 16, 2020.

Customers that do not have a meter that is capable of billing on the new Schedule AG on or after March 2021, may continue service on this schedule until they receive an interval meter and have at least twelve (12) months of hourly usage data available.

The mandatory transition process will occur each March to transition all applicable remaining AG-4 customers to the rates with revised TOU periods as described above.

All AG-4A and AG-4D customers will convert from connected load demand to metered demand in March 2022 for customers with meters having that capability.

The meters required for this schedule may become obsolete as a result of electric industry restructuring or other action by the California Public Utilities Commission. Therefore, any and all risks of paying the required charges and not receiving commensurate benefit are entirely that of the customer.

Ongoing daily Time-of-Use (TOU) meter charges applicable to customers taking voluntary TOU service under this rate schedule will no longer be applied if the customer has a SmartMeter™ installed.

(Continued)



ELECTRIC SCHEDULE AG-5
LARGE TIME-OF-USE AGRICULTURAL POWER

Sheet 1

1. APPLICABILITY: A customer will be served under this schedule if 70% or more of the annual energy use on the meter is for agricultural end-uses. Agricultural end-uses consist of:

- (a) growing crops;
- (b) raising livestock;
- (c) pumping water for irrigation of crops; or
- (d) other uses which involve production for sale.

Only agricultural end-uses performed prior to the First Sale of the agricultural product are agricultural end-uses under this criteria, except for the following activities, which are also agricultural end-uses under this criteria: (a) packing and packaging of the agricultural products following the First Sale and before any subsequent sale, and (b) agricultural end-uses by nonprofit cooperatives. Guidelines for interpreting this applicability statement are set forthwith in Section D of the Rule 1 Definition 'Qualification for Agricultural Rates'.

Effective March 1, 2021, Schedule AG-5 is available only to qualifying solar legacy TOU period customers, highly impacted agricultural customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all ~~legacy~~ customers must transition to a new AG Schedule with later Time-of-use (TOU) hours as described below:

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(T)

Ag < 35 kW Low Use (AG-A1)
Ag < 35 kW High Use (AG-A2)
Ag 35+ kW Med Use (AG-B)
Ag 35+ kW High Use (AG-C)

None of the above activities may process the agricultural product. Residential dwelling, office, and retail usage are not agricultural end-uses.

The Rule 1 definition 'Qualification for Agricultural Rates' specifies additional activities and meters that will also be served on agricultural rates, and guidelines through the following sections: (B) Other Activities and Meters Also Served on Agricultural Rates, (C) Specific Applications of the March 2, 2006 Applicability Criteria, and (D) Guidelines for Applying the Applicability Criteria.

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule AG-5 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

(Continued)



ELECTRIC SCHEDULE AG-F
FLEXIBLE OFF-PEAK TIME-OF-USE AGRICULTURAL POWER

Sheet 2

1.APPLICABILITY: The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule AG-F charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

(Cont'd)

Agricultural customers applying for service under the optional rate Schedule AG-F will be served under one of the rate plans as set forth below:

Rate FA: Applies to single-motor installations rated less than 35 kilowatts (kW) and to all multi-load installations aggregating less than 35 kW.

Rates FB and FC: Applies to single-motor installations rated 35 kW or more, to multi-load installations aggregating 35 kW or more.

Generally, AG-FB is designed for lower load factor customers with fewer operating hours and contains lower demand charges and higher energy charges than AG-FC. By contrast, AG-FC is generally designed for higher load factor customers with more operating hours and has higher demand charges and lower energy charges than AG-FB.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Agricultural rate Schedules AG-1, AG-4, AG-5, AG-R and AG-V will be retained as legacy rate schedules with their current TOU periods until the rate options with new TOU periods, established in the same proceeding, become mandatory in March 2021. Decision 19-05-010 adopted additional modifications to the agricultural rates adopted in Decision 18-08-013 and delays the mandatory transition of certain qualifying agricultural customers until March 2022. Certain qualifying customers with solar systems will be permitted to maintain ~~(i.e., be grandfathered on)~~ their existing legacy TOU rate periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements.

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(T)

The rates with revised TOU periods adopted in D.18-08-013 and modified in D.19-05-010, including rates FA, FB, and FC under this Schedule AG-F were available to qualifying customers on a voluntary opt-in basis from March 2020 through February 2021. Customers eligible for this rate schedule must have an interval data meter that can be read remotely by PG&E.

Any agricultural customers establishing service on or after March 1, 2020 with an interval meter that can be read remotely by PG&E already in place will be charged the Schedule AG or Schedule AG-F rates with revised TOU periods and are not eligible for legacy agricultural rates.

(Continued)



ELECTRIC SCHEDULE AG-R
SPLIT-WEEK TIME-OF-USE AGRICULTURAL POWER

Sheet 1

1. **APPLICABILITY:** This schedule is closed to new customers. Customers taking service on this schedule as of May 1, 2012 must maintain continuous service on this schedule to remain eligible for service on this schedule. An exception to this rule will apply only to customers electing to migrate to Peak Day Pricing who subsequently elect to return to this schedule (see Peak Day Pricing Default Rates section).

A customer will be served under this schedule if 70% or more of the annual energy use on the meter is for agricultural end-uses. Agricultural end-uses consist of:

- (a) growing crops;
- (b) raising livestock;
- (c) pumping water for irrigation of crops; or
- (d) other uses which involve production for sale.

Only agricultural end-uses performed prior to the First Sale of the agricultural product are agricultural end-uses under this criteria, except for the following activities, which are also agricultural end-uses under this criteria: (a) packing and packaging of the agricultural products following the First Sale and before any subsequent sale, and (b) agricultural end-uses by nonprofit cooperatives. Guidelines for interpreting this applicability statement are set forthwith in Section D of the Rule 1 Definition 'Qualification for Agricultural Rates'.

None of the above activities may process the agricultural product. Residential dwelling, office, and retail usage are not agricultural end-uses.

Effective March 1, 2021, Schedule AG-R is available only to qualifying solar legacy TOU period customers, highly impacted agricultural customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all ~~legacy~~ customers must transition to a new AG Schedule with later TOU hours as described below:

- Ag < 35 kW Low Use (AG-A1)
- Ag < 35 kW High Use (AG-A2)
- Ag 35+ kW Med Use (AG-B)
- Ag 35+ kW High Use (AG-C)

The Rule 1 definition 'Qualification for Agricultural Rates' specifies additional activities and meters that will also be served on agricultural rates, and guidelines through the following sections: (B) Other Activities and Meters Also Served on Agricultural Rates, (C) Specific Applications of the March 2, 2006 Applicability Criteria, and (D) Guidelines for Applying the Applicability Criteria.

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule AG-R charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

(Continued)



ELECTRIC SCHEDULE AG-V
SHORT-PEAK TIME-OF-USE AGRICULTURAL POWER

Sheet 1

1. APPLICABILITY: This schedule is closed to new customers. Customers taking service on this schedule as of May 1, 2012 must maintain continuous service on this schedule to remain eligible for service on this schedule. An exception to this rule will apply only to customers electing to migrate to Peak Day Pricing who subsequently elect to return to this schedule (see Peak Day Pricing Default Rates section).

A customer will be served under this schedule if 70% or more of the annual energy use on the meter is for agricultural end-uses. Agricultural end-uses consist of:

- (a) growing crops;
- (b) raising livestock;
- (c) pumping water for irrigation of crops; or
- (d) other uses which involve production for sale.

Only agricultural end-uses performed prior to the First Sale of the agricultural product are agricultural end-uses under this criteria, except for the following activities, which are also agricultural end-uses under this criteria: (a) packing and packaging of the agricultural products following the First Sale and before any subsequent sale, and (b) agricultural end-uses by nonprofit cooperatives. Guidelines for interpreting this applicability statement are set forthwith in Section D of the Rule 1 Definition 'Qualification for Agricultural Rates'.

None of the above activities may process the agricultural product. Residential dwelling, office, and retail usage are not agricultural end-uses.

Effective March 1, 2021, Schedule AG-V is available only to qualifying solar legacy TOU period customers, highly impacted agricultural customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all ~~legacy~~ customers must transition to a new AG Schedule with later TOU hours as described below:

Ag < 35 kW Low Use (AG-A1)
Ag < 35 kW High Use (AG-A2)
Ag 35+ kW Med Use (AG-B)
Ag 35+ kW High Use (AG-C)

The Rule 1 definition 'Qualification for Agricultural Rates' specifies additional activities and meters that will also be served on agricultural rates, and guidelines through the following sections: (B) Other Activities and Meters Also Served on Agricultural Rates, (C) Specific Applications of the March 2, 2006 Applicability Criteria, and (D) Guidelines for Applying the Applicability Criteria.

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule AG-V charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

(Continued)



**ELECTRIC SCHEDULE B-1
SMALL GENERAL SERVICE**

Sheet 1

APPLICABILITY: Schedule B-1 applies to single-phase and polyphase alternating-current service (for a description of these terms, see Section D of Rule 2*). This schedule is not available to residential or agricultural service for which a residential or agricultural schedule is applicable, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section). Customers that are otherwise eligible to take service on Schedule B-1 but are purchasing power to serve electric vehicle charging equipment, are not eligible to take service on this rate schedule.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their ~~current~~ legacy TOU periods until the rates with new TOU periods (Schedules B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU ~~rate~~ periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements. (T) (T) (T)

These new rates with revised TOU periods adopted in D.18-08-013, were available to qualifying customers on a voluntary opt-in basis from November 2019 through February 2021.

Customers eligible for this rate schedule must have an interval data meter that can be read remotely by PG&E. Beginning March 2021, customers still served on Schedule A-1, with the exception of solar legacy TOU period customers referenced above, will be transitioned to Schedule B-1 with revised TOU periods. The mandatory transition process is further described in the legacy rate Schedule A-1. (T)

Customers with a maximum demand of 75 kW or greater for three consecutive months in the most recent twelve months are not eligible for service under this rate schedule. Eligibility for B-1 will be reviewed annually and the transition of customers that are no longer eligible for service on this rate schedule to Schedule B-10 will occur on the start of the customer's November billing cycle, or to Schedule B-19 Mandatory for customers with a maximum demand of 499 kW or greater for three consecutive months in the most recent twelve months. These customers will have at least 45-day notice prior to their planned transition date, during which they will continue to take service on this rate schedule. Customers may elect any other applicable rate schedule up to five (5) days prior to the planned transition date to Schedule B-10.

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers served under this schedule whose premises are regularly supplied in part (but not in whole) by electric energy from a non-utility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule B-1 charges. Exemptions to Standby Charges are outlined in the Standby Applicability Section of this rate schedule.

* The Rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and website at <http://www.pge.com/tariffs>

(Continued)



ELECTRIC SCHEDULE B-10
MEDIUM GENERAL DEMAND-METERED SERVICE

Sheet 1

APPLICABILITY: Schedule B-10 is a demand metered rate schedule for general service customers. Schedule B-10 applies to single-phase and polyphase alternating-current service (for a description of these terms, see Section D of Rule 2*). This schedule is not available to residential or agricultural service for which a residential or agricultural schedule is applicable, except for single phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section).

Decision 18-08-013 adopted new TOU periods for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their ~~current~~ legacy TOU periods until the rates with new TOU periods (Schedules B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU ~~rate~~ periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements.

(T)

(T)

(T)

These new rates with revised TOU periods adopted in D.18-08-013 were available to qualifying customers on a voluntary opt-in basis from November 2019 through February 2021.

Customers eligible for this rate schedule must have an interval data meter that can be read remotely by PG&E. Beginning on March 2021, customers still served on Schedule A-10, with the exception of solar legacy TOU period customers referenced above, will be transitioned to Schedule B-10 with revised TOU periods. The transition notification and default process are further described in the legacy rate Schedule A-10.

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The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers served under this schedule whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule B-10 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

Eligibility for Schedule B-10: Under Rate Schedule B-10, there is a limit on the demand (the number of kilowatts (kW)) the customer may require from the PG&E system. If the customer's demand exceeds 499 kW for three consecutive months, the customer's account will be transferred to Schedule B-19 or B-20. However, there is no minimum demand requirement to be served under this rate Schedule.

Assignment of New Customers: If a customer is new and PG&E believes that the customer's maximum demand will be between 75 and 499 kilowatts and that the customer should not be served under an agricultural or residential rate schedule, PG&E will serve the customer's account under the provisions of Rate Schedule B-10.

* The rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and on the website at <http://www.pge.com/tariffs>.

(Continued)



ELECTRIC SCHEDULE B-19
MEDIUM GENERAL DEMAND-METERED TOU SERVICE

Sheet 1

1. APPLICABILITY: **Initial Assignment:** A customer must take service under Schedule B-19 if: (1) the customer's load does not meet the Schedule B-20 requirements, but, (2) the customer's maximum billing demand (as defined below) has exceeded 499 kilowatts for at least three consecutive months during the most recent 12-month period (referred to as Schedule B-19). If 70 percent or more of the customer's energy use is for agricultural end-uses, the customer will be served under an agricultural schedule. Schedule B-19 is not applicable to customers for whom residential service would apply, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section).

Decision 18-08-013 adopted new TOU periods for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their ~~current~~ legacy TOU periods until the rates with new TOU periods (Schedules B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU ~~rate~~ periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1*, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements.

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These new rates with revised TOU periods adopted in D.18-08-013 were available to qualifying customers on a voluntary opt-in basis from November 2019 through February 2021.

Customers eligible for this rate schedule must have an interval data meter that can be read remotely by PG&E. Beginning on March 2021, customers still served on Schedule E-19, with the exception of solar legacy TOU period customers referenced above, will be transitioned to Schedule B-19. The transition notification and default process are further described in the legacy rate Schedule E-19.

(T)

Customer accounts which fail to qualify under these requirements will be evaluated for transfer to service under a different applicable rate schedule.

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers served under this schedule whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule B-19 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

Eligibility for Schedule B-19: This schedule is available on a voluntary basis for customers with maximum billing demands less than 500 kW. Customers voluntarily taking service on this schedule are subject to all the terms and conditions below, unless otherwise specified in Section 13. If a customer's maximum demand has failed to exceed 499 kilowatts for 12 consecutive months, PG&E will transfer that customer's account to voluntary B-19 service or to a different applicable rate schedule..

* The rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and on the website at <http://www.pge.com/tariffs>.

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ELECTRIC SCHEDULE B-20
SERVICE TO CUSTOMERS WITH MAXIMUM
DEMANDS of 1000 KILOWATTS or MORE

Sheet 1

1. APPLICABILITY: **Initial Assignment:** A customer is eligible for service under Schedule B-20 if the customer's maximum demand (as defined below) has exceeded 999 kilowatts for at least three consecutive months during the most recent 12-month period. If 70 percent or more of the customer's energy use is for agricultural end-uses, the customer will be served under an agricultural schedule.

Customer accounts which fail to qualify under these requirements will be evaluated for transfer to service under a different applicable rate schedule.

Decision 18-08-013 adopted new TOU periods for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their ~~current legacy~~ TOU periods until the rates with new TOU periods (Schedules B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU ~~rate~~ periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements.

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(T)

These new rates with revised TOU periods were available to qualifying customers on a voluntary opt-in basis from November 2019 through February 2021.

Customers eligible for this rate schedule must have an interval data meter that can be read remotely by PG&E. Beginning on March 2021, customers still served on Schedule E-20, with the exception of solar legacy TOU period customers referenced above, will be transitioned to Schedule B-20. The transition notification and default process are further described in the legacy rate Schedule E-20.

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The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers served under this schedule whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule B-20 charges. Exemptions to standby charges are outlined in the Standby Applicability Section of this rate schedule.

Transfers Off of Schedule B-20: PG&E will review its Schedule E-20 accounts annually. A customer will be eligible for continued service on Schedule B-20 if its maximum demand has either: (1) Exceeded 999 kilowatts for at least 5 of the previous 12 billing months; or (2) Exceeded 999 kilowatts for any 3 consecutive billing months of the previous 14 billing months. If a customer's demand history fails both of these tests, PG&E will transfer that customer's account to service under a different applicable rate schedule.

Assignment of New Customers: If a customer is new and PG&E believes that the customer's maximum demand will exceed 999 kilowatts and that the customer should not be served under a time-of-use agricultural schedule, PG&E will serve the customer's account under Schedule B-20.

(Continued)



ELECTRIC SCHEDULE B-6
SMALL GENERAL TIME-OF-USE SERVICE

Sheet 1

APPLICABILITY: Schedule B-6, a time-of-use schedule, applies to single-phase and polyphase alternating-current service (for a description of these terms, see Section D of Rule 2*). This schedule is not available to residential or agricultural service for which a residential or agricultural schedule is applicable, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section).

Decision 18-08-013 adopted new TOU periods for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their ~~current~~ legacy TOU periods until the rates with new TOU periods (Schedules B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU ~~rate~~ periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements.

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These new rates with revised TOU periods adopted in D.18-08-013 were available to qualifying customers on a voluntary opt-in basis from November 2019 through February 2021.

Customers eligible for this rate schedule must have an interval data meter that can be read remotely by PG&E. Beginning on March 2021, customers still served on Schedule A-6, with the exception of solar legacy TOU period customers referenced above, will be transitioned to Schedule B-6 with revised TOU periods. The mandatory transition process is further described in the legacy rate Schedule A-6.

(T)

Customers with a maximum demand of 75 kW or greater for three consecutive months in the most recent twelve months are not eligible for service on this rate schedule except as noted: customers served on Schedule A-6 or who sent PG&E a letter (via certified mail with a return receipt to establish a delivery record date) requesting a rate change pursuant to Electric Rule 12, on or before March 31, 2017 shall be allowed to take service on Schedule B-6 and will be exempt from annual 75 kW eligibility reviews, but will be subject to placement on Mandatory B-19 if over 499 kW for three consecutive months. Eligibility for B-6 will be reviewed annually and the transition of customers that are no longer eligible for service on this rate schedule to Schedule B-10 will occur on the start of the customers' November billing cycle. These customers will have at least 45-days' notice prior to their planned transition, during which they will continue to take service on this rate schedule. Customers may elect any other applicable rate schedule up to five (5) days prior to the planned transition date to Schedule B-10.

The provisions of Schedule SB—Standby Service Special Conditions 1 through 6 shall also apply to customers served under this schedule whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule SB, in addition to all applicable Schedule B-6 charges. Exemptions are outlined in the Standby Applicability Section of this rate schedule.

* The Rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and website at <http://www.pge.com/tariffs>.

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ELECTRIC SCHEDULE E-19
MEDIUM GENERAL DEMAND-METERED TOU SERVICE

Sheet 1

1. APPLICABILITY: **Initial Assignment:** A customer must take service under Schedule E-19 if: (1) the customer's load does not meet the Schedule E-20 requirements, but, (2) the customer's maximum billing demand (as defined below) has exceeded 499 kilowatts for at least three consecutive months during the most recent 12-month period (referred to as Schedule E-19). If 70 percent or more of the customer's energy use is for agricultural end-uses, the customer will be served under an agricultural schedule. Schedule E-19 is not applicable to customers for whom residential service would apply, except for single-phase and polyphase service in common areas in a multifamily complex (see Common-Area Accounts section).

Customer accounts which fail to qualify under these requirements will be evaluated for transfer to service under a different applicable rate schedule.

Effective March 1, 2021, Schedule E-19 is available only to qualifying solar legacy TOU period customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all legacy customers must transition to new Schedule B-19 or other applicable new tariffs with later Time-of-Use (TOU) hours as described below.

Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their current legacy TOU periods until the rates with new TOU periods (B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing legacy TOU rate periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1*, Definitions: Behind-the-Meter Solar Legacy TOU Period Eligibility Requirements.

The new rates with revised TOU periods were available on a voluntary opt-in basis for qualifying customers from November 2019 through February 2021.

* The rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and on the website at <http://www.pge.com/tariffs>.

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ELECTRIC SCHEDULE E-20
SERVICE TO CUSTOMERS WITH MAXIMUM
DEMANDS of 1000 KILOWATTS or MORE

Sheet 1

1. APPLICABILITY: **Initial Assignment:** A customer is eligible for service under Schedule E-20 if the customer's maximum demand (as defined below) has exceeded 999 kilowatts for at least three consecutive months during the most recent 12-month period. If 70 percent or more of the customer's energy use is for agricultural end-uses, the customer will be served under an agricultural schedule.

Customer accounts which fail to qualify under these requirements will be evaluated for transfer to service under a different applicable rate schedule.

Effective March 1, 2021, Schedule E-20 is available only to qualifying solar legacy TOU period customers, or to qualifying customers without interval meters that can be read remotely by PG&E, as specified in greater detail below. This tariff is currently scheduled to expire in 2027, at which time all legacy customers must transition to new Schedule B-20 or other applicable new tariffs with later Time-of-Use (TOU) hours as described below.

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Decision 18-08-013 adopted new TOU periods and seasonal definitions for all non-residential customer classes. Schedules A-1, A-6, A-10, E-19 and E-20 will be retained as legacy rate schedules with their current legacy TOU periods until the rates with new legacy TOU periods (B-1, B-6, B-10, B-19 and B-20) established in the same proceeding, become mandatory in March 2021. Certain qualifying customers with solar systems will be permitted to maintain their existing TOU rate periods for a certain period of time, per Decision 17-01-006, as described in the Electric Rule 1, Definitions: Behind-the-Meter Solar Legacy TOU Period and Eligibility Requirements.

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The new rates with revised TOU periods were available on a voluntary opt-in basis for qualifying customers from November 2019 through February 2021.

* The rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and on the website at <http://www.pge.com/tariffs>.

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ELECTRIC SCHEDULE E-6
RESIDENTIAL TIME-OF-USE SERVICE

Sheet 1

APPLICABILITY: This voluntary schedule is available to customers for whom Schedule E-1 applies, but is closed to new customers effective May 31, 2016 pursuant to California Public Utilities Commission (CPUC) Decision 15-11-013.

The meters required for this schedule may become obsolete as a result of electric industry restructuring or other action by the CPUC. Therefore, any and all risks of paying the required charges and not receiving commensurate benefit are entirely that of the customer.

Ongoing daily Time-of-Use (TOU) meter charges applicable to customers taking voluntary TOU service under this rate schedule will no longer be applied if the customer has a SmartMeter™ installed.

Residential customers with pending interconnection requests submitted prior to May 31, 2016 selecting an E-6 rate will be allowed to take service on E-6 in the case where the processing of the interconnection request is finished after E-6 is officially closed. Customers must remain continuously on Schedule E-6 to remain eligible ~~for grandfathered on~~ Schedule E-6 after May 31, 2016.

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The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule E-6 charges. See Special Conditions 10 and 11 of this rate schedule for exemptions to standby charges.

TERRITORY: This rate schedule applies everywhere PG&E provides electric service.

(Continued)

Advice
Decision

Issued by
Steven Malnight
Senior Vice President
Regulatory Affairs

Date Filed
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Resolution



**ELECTRIC SCHEDULE E-6
RESIDENTIAL TIME-OF-USE SERVICE**

Sheet 5

SPECIAL
CONDITIONS:
(Cont'd.)

3. TIME PERIODS (Cont'd.):

Pursuant to CPUC Decision 15-11-013, the TOU time periods described above will remain in place only through December 31, 2021, after which the peak period hours will transition to later in the day.

In 2022, the times of year and times of the day will be defined as follows:

Summer (service from June 1 through September 30):

Peak:	4:00 p.m. to 9:00 p.m.	Monday through Friday
Partial-Peak:	2:00 p.m. to 4:00 p.m.	
	AND 9:00 p.m. to 10:00 p.m.	Monday through Friday
	Plus 5:00 p.m. to 8:00 p.m.	Saturday and Sunday
Off-Peak:	All other times including Holidays.	

Winter (service from October 1 through May 31):

Partial-Peak:	5:00 p.m. to 8:00 p.m.	Monday through Friday
Off-Peak:	All other times including Holidays.	

In 2023, all remaining ~~legacy grandfathered~~ Schedule E-6 customers shall be transitioned to PG&E's then-existing default residential rate schedule, unless they indicate that they instead prefer to take service under a then-existing optional schedule.

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Advice
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

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ELECTRIC SCHEDULE E-DCG
DEPARTING CUSTOMER GENERATION CG

Sheet 4

SPECIAL
CONDITIONS:
(Cont'd.)

1. DEFINITIONS: (Cont'd.)
 - b. Customer Generation Departing Load: (Cont'd.)
 - (4) Load that physically disconnects from the utility grid.
 - (5) Changes in the distribution of load among accounts at a customer site with multiple accounts, load resulting from the reconfiguration of distribution facilities on the customer site, provided that the changes do not result in a discontinuance or reduction of service from PG&E at that location.
 - c. Otherwise Applicable Rate Schedule: The Otherwise Applicable Rate Schedule shall be the last schedule under which the customer took service before load was displaced by Customer Generation. Where the departing load was not previously served by a utility, the Otherwise Applicable Schedule will be the rate schedule the customer would have taken service under, had the load been served by PG&E.
2. EXEMPTIONS AND EXCEPTIONS: Customer Generation Departing Load is exempted or excepted from some or all of the rates described above to the extent set forth below. Unless exempted or excepted in Special Conditions 2.a. through 2.h., all usage displaced from the grid by the Customer Generation is subject to the Wildfire Fund Charge, Power Charge Indifference Adjustment, CTC, ND Charge, PPP Charge, and either RA Charge or ECRA Charge. A customer-generator eligible for net metering based on PU Code Section 2827, Section 2827.9 or Section 2827.10 is responsible for all charges in the Rates Section based on their net consumption, except as provided in future Commission decisions. A customer-generator taking service under PU Code Section 2827.1 is responsible for all charges in the Rates Section based on their net consumption, plus PPP Charge, Wildfire Fund Charge, CTC and ND Charge as described in Electric Schedule NEM2, NEM2V, NEM2VMSH, or NEM2VSOM.
 - a. Load That Departed As Of February 1, 2001. Customer Generation Departing Load that began to receive service from Customer Generation on or before February 1, 2001, except during any period and to the extent that the Customer Generation Departing Load thereafter receives bundled or direct access service, is exempt from the Wildfire Fund Charge, Power Charge Indifference Adjustment, RA Charge, and ECRA Charge.
 - b. LegacyGrandfathered Load. Customer Generation Departing Load, not otherwise exempted under Special Condition 2.a. above, or Special Condition 2.c., 2.d., 2.e., or 2.h. below, that commenced commercial operation on or before January 1, 2003, or for which (a) an application for authority to construct was submitted to the lead agency under the California Environmental Quality Act, not later than August 29, 2001, and (b) commercial operation commenced not later than January 1, 2004, is exempted from the Power Charge Indifference Adjustment, RA Charges, and ECRA Charge. (T)
 - c. Biogas Digesters. Customer Generation Departing Load served by an eligible biogas digester customer-generator, as defined in Public Utilities Code Section 2827.9, is exempt from the Wildfire Fund Charge, Power Charge Indifference Adjustment, RA Charge, ECRA Charge, ND Charge, PPP Charge, and CTC, to the extent that such load falls within the Customer Generation Cap described in Special Condition 2.g. below.*

* Public Utilities Code Section 2827.9 was repealed effective January 1, 2012. This exemption is not available to new Biogas Digesters.

(Continued)

Advice
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

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**ELECTRIC SCHEDULE EV
RESIDENTIAL TIME-OF-USE
SERVICE FOR PLUG-IN ELECTRIC VEHICLE CUSTOMERS**

Sheet 1

APPLICABILITY: This optional experimental schedule applies to electric service to customers for whom Schedule E-1 applies and who have a currently registered Motor Vehicle, as defined by the California Motor Vehicle Code, which is a battery electric vehicle (BEV) or plug-in hybrid electric vehicle (PHEV) recharged via a recharging outlet at the customer's premises. This schedule is not available to customers with a conventional, charge sustaining (battery recharged solely from the vehicle's on-board generator) hybrid electric vehicle (HEV). Low speed electric vehicles and electrically powered motorcycles or bicycles, as defined by the California Motor Vehicle Code, are not eligible for this rate option. Service under this schedule is provided at the sole option of PG&E and based upon the availability of metering equipment and customer infrastructure improvements necessary for charging. Rate A of Schedule EV is closed to new enrollment.

Beginning on the later of July 1, 2019 or the date the new electric vehicle charging rate becomes available for enrollment, customers taking service on Rate A or Rate B of this rate schedule cannot exceed 800% of their annual baseline allowance, measured as the total usage for the customer over the last 12 months divided by the total annual baseline allowance using the approved baseline allowances for those months. Customers at premises with total usage in excess of 800 percent of baseline over 12 months will be moved to Schedule E-TOU-D and will be prohibited from taking service on any electric vehicle rate schedule for 12 months. Customers must have 12 months of consecutive usage on this Rate Schedule before being subject to the requirement of being moved from Schedule EV to Schedule E-TOU-D as a result of exceeding the 800 percent of baseline 12-month threshold.

Pursuant to D.17-01-006, as revised by D. 17-02-017 and D. 17-10-018, for ~~legacy grandfathered~~ service, certain solar customers will be allowed to continue service on Rate A of this schedule. Specifically, solar customers that interconnected by December 16, 2016, and elected service under Schedule EV prior to July 31, 2017, are allowed to retain service under this schedule for five years after issuance of the permission to operate, but no later than July 31, 2022. In addition, pursuant to D. 16-01-044, net energy metering customers that interconnected after December 15, 2016 and elected service on Rate Option A of this rate schedule may also continue service on this rate schedule for a period of 5 years from the date the customer commenced service on the NEM 2.0 rate, but no later than November 30, 2025. Existing EV-A customers seeking to commence service on NEM2.0 rate and continue service on EV-A for up to 5 years must submit an interconnection application by November 30, 2019

(T)

The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule EV charges. See Special Condition 6 of this rate schedule for exemptions to standby charges.

Depending on the manner in which customers will fuel their vehicle, one of the following rates will apply:

- Rate A: Applies to all applicable customers unless they qualify for and choose Rate B.
- Rate B: Applies to all applicable customers with a separately metered BEV or PHEV recharging outlet.

TERRITORY: This rate schedule applies everywhere PG&E provides electric service.

(Continued)

Advice
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

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ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 3

APPLICABILITY: **C. Modifications: (Cont'd.)** NEM Transition Eligible Customers, NEMV Transition Eligible Customers or NEMVMASH Transition Eligible Customers making modifications that increase the Renewable Electrical Generation Facility's size by more than the above amounts may either choose to (i) meter the additions separately under the successor tariff or (ii) elect for the whole system to take service under the successor tariff.

D. Change Party: Renewable Electrical Generation Facilities for NEM Transition Eligible Customers, NEMV Transition Eligible Customers or NEMVMASH Transition Eligible Customers shall not lose eligibility if transferred to a new owner, operator, or PG&E account at the original location, except if the Transition Option is selected.

E. Storage: Integrated storage or directly connected storage as defined Special Condition 11 shall be treated in the same way, and be subject to the same transition period, as the underlying REGF to which they are connected.

F. Natural or Man-Made Disasters¹: NEM Transition Eligible Customers whose eligible generator needs to be replaced due to a natural or man-made disaster will maintain their NEM ~~Grandfathering transition period~~ status as laid out in this section and Special Condition 10. (T)

Customers seeking generator interconnections in portions of San Francisco and Oakland where PG&E has a network grid must contact PG&E about generation export limitations.

A Renewable Electrical Generation Facility means a generating facility that generates electricity by using:

- a) biomass,
- b) solar thermal,
- c) photovoltaic,
- d) wind,
- e) geothermal,
- f) fuel cells using renewable fuels,
- g) small hydroelectric generation (but a small hydroelectric generation facility is not an eligible Renewable Electrical Generation Facility if it will cause an adverse impact on instream beneficial uses or cause a change in the volume or timing of streamflow),
- h) digester gas,
- i) municipal solid waste conversion,
- j) landfill gas,
- k) ocean wave,
- l) ocean thermal, or
- m) tidal current,

and any additions or enhancements to the facility using that technology pursuant to paragraph (1) of subdivision (a) of Section 25741 of the Public Resources Code. These renewable sources are defined in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.²

¹ Natural or man-made disasters includes such events as a fire, earthquake, flood, or severe storms.

² The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>

(Continued)



**ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE**

Sheet 1

APPLICABILITY: This net energy-metering schedule pursuant to Decision (D.) 16-01-044 is applicable to a customer who takes service on an applicable time-of-use (TOU) rate schedule^{1,2} and who uses a Renewable Electrical Generation Facility (REGF) as defined below that is located on the customer's owned, leased, or rented premises, is interconnected and operates in parallel with PG&E's transmission and distribution systems, and is intended primarily to offset part or all of the customer's own electrical requirements (hereinafter "eligible customer-generator" or "customer"). For a NEM REGF paired with storage, see Special Condition 9.

Notwithstanding the definition of "eligible customer-generator" above, eligible customer generator also includes (i) the California Department of Corrections and Rehabilitation (CDCR) pursuant to Special Condition 7 of this tariff.

Subject to the requirements of Special Condition 6, Load Aggregation to determine the customer's own electrical requirements is permitted. Certain incremental billing and metering costs set forth in this schedule that are related to net energy metering are applicable to Electric Service Providers (ESPs) serving eligible customer-generators.

This service is not applicable to a Direct Access (DA) customer where the customer's ESP does not offer a net energy metering tariff. In addition, if the tariffs for the customer's ESP do not permit Load Aggregation, as described in Special Condition 6, this option is not available to the DA customer. In addition, if an eligible customer-generator participates in direct transactions with an ESP that does not provide distribution service for the direct transactions, the ESP, and not PG&E, is obligated to provide net energy metering to the customer.

This rate schedule is available to customers that provide PG&E with:

- (a) a completed, signed Net Energy Metering Application and Interconnection Agreement as described in Special Condition 3 including all supporting documents and required payments; AND
- (b) evidence of the customer's final inspection clearance from the governmental authority having jurisdiction over the REGF,

See Special Condition 8 for NEM2 Grandfathering Legacy Provisions.

(T)

¹ Customers on Schedules such as ET, ES, and ESR, which have no corresponding TOU Rate, are not required to switch to TOU rates, unless and until such a rate becomes available.

² Customers, including those on Load Accounts on NEMA as described in Special Condition 6, switching from Schedule NEM to this NEM2 successor tariff are required to take any applicable TOU rate, beginning at the time the customer switches to the NEM successor tariff, pursuant to D.14-03-041 and D. 16-01-044.

(Continued)



**ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE**

Sheet 26

**SPECIAL
CONDITIONS:
(Cont'd.)**

8. NEM2 ~~Grandfathering-Legacy~~ Provisions

(T)

This Special Condition is applicable to all Customers receiving service on Schedules NEM2, NEM2V, and NEM2VMASH ("the NEM-2 Schedules") and who have submitted all documentation necessary to receive service on the NEM-2 schedules.

- a. 20-Year Transition Period. Pursuant to D.16-01-044, Customers who are receiving service on the NEM-2 schedules, or who have submitted all documentation necessary to receive service on a NEM-2 Schedule, are eligible to continue receiving service on that NEM-2 Schedule for a period of 20 years from the original year in which their Generating Facility was interconnected to PG&E's grid, indicated by and measured from the date on which the Customer originally received permission to operate (PTO) the Generating Facility from PG&E and ending at the conclusion of the Customer's applicable Relevant Period that ends immediately on or after the 20th anniversary of the original PTO date. For example, if a Customer initially received PTO on April 1, 2018, the Customer is eligible to continue receiving service on this Schedule through the conclusion of the Relevant Period ending immediately on or after March 31, 2038.

Customers served on Schedule NEM, NEMV, or NEMVMASH who elect to make a one-time switch to the corresponding NEM-2 Schedule prior to the conclusion of their Schedule NEM, NEMV or NEMVMASH 20-year transition period can continue service under the corresponding NEM-2 Schedule from the date of their original Schedule NEM, NEMV or NEMVMASH PTO date; these Customers may not restart their 20-year transition period by electing to move to this Schedule. Customers electing to switch to the corresponding NEM-2 Schedule prior to the conclusion of their Schedule NEM, NEMV or NEMVMASH 20-year transition period permanently forfeit any of their Generating Facility's remaining transition period eligibility on Schedule NEM, NEMV or NEMVMASH and may not later change back to receiving service under Schedule NEM, NEMV or NEMVMASH.

(Continued)



**ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE**

Sheet 27

SPECIAL
CONDITIONS:
(Cont'd.)

8. NEM2 ~~GRANDFATHERING~~ Legacy Provisions (Cont'd.)

(T)

- b. Modifications⁷. REGFs eligible for the 20-year transition period outlined above that are modified and/or repaired shall remain eligible for the remainder of their 20-year transition period as long as the modifications and/or repairs do not increase the REGF by more than the greater of:

- 1) 10 percent of the REGF's nameplate rating capacity, as established when the REGF was originally interconnected, or
- 2) 1 kW;

and provided the modifications and/or repairs do not result in the REGF exceeding the Customer's annual onsite load.

- c. Transferability. REGF eligible for the 20-year transition period shall not lose their eligibility if transferred to a new owner, operator, or PG&E account, provided the REGF remains at its original location.⁸

⁷ Customers making modifications and/or additions to their REGF that exceed the 10 percent or 1 kW limit referenced above have the option of either metering the additions and/or modifications separately under another eligible tariff or other authorized process, or having the entire REGF served under another eligible tariff, subject to the terms and conditions contained therein. This requirement will only be enforced upon the development of a new NEM Successor Tariff that supersedes D.16-01-044, or by the direction of the CPUC.

⁸ The transfer of an existing REGF to a new location is considered a new installation requiring a new Interconnection Agreement that is subject to the applicable tariffs in place at the time the new Interconnection Request is completed.

(Continued)



ELECTRIC SCHEDULE NEM2V
VIRTUAL NET ENERGY METERING SERVICE

Sheet 2

APPLICABILITY: (Cont'd.) Property: All of the real property and apparatus employed in a single multi-tenant or multi-meter facility on contiguous parcels of land. These parcels may be divided by a dedicated street, highway or public thoroughfare or railway, so long as they are otherwise contiguous, part of the same single multi-tenant or multi-meter facility, and all under the same ownership.

Customers on this Schedule NEM2V will be covered under the Special Condition titled, *NEM2 Grandfathering-Legacy Provisions*, in Schedule NEM2. Customers meeting those conditions are referred to as "NEM2V Transition Eligible Customers".

(T)

The exports from the Generator Account are allocated to the Benefitting Accounts as described in the Special Condition 3 below.

The Generator Account and the Benefitting Accounts will be referred to collectively in this tariff as a "NEM2V Arrangement."

A Qualified Customer is either:

- 1) the Owner or Operator of the multi-tenant, multi-meter Eligible NEM2V Development with one or more separately metered accounts;
- 2) an entity authorized by the owner to install and/or operate the REGF on the Eligible NEM2V Development and who will be the IOU's customer of record for the REGF; or
- 3) a tenant/occupant⁵ in the Eligible NEM2V Development with a separately metered account, which received credit from the REGF.

Qualified Customers may continue to take service on this tariff for up to 20 years from the date of the original interconnection of their REGF, subject to Commission jurisdiction if the NEM2V Arrangement is not terminated. As provided in D.14-03-041, any customer that switches to this NEM2V tariff from the NEMV tariff may remain on this NEM2V tariff for 20 years from the original year of the interconnection of their system.

⁵ While this refers to a single metered tenant/occupant, "Multi-Meter Property" requires that there be two or more tenant/occupants, each with its own utility revenue meter participating in the NEM2V Arrangement, in addition to the (N) Generator Account meter.

(Continued)



ELECTRIC SCHEDULE NEM2VMSH
VIRTUAL NET ENERGY METERING FOR MULTIFAMILY
AFFORDABLE HOUSING (MASH/NSHP) WITH SOLAR GENERATOR(S)

Sheet 1

APPLICABILITY: This virtual net energy-metering schedule is applicable to Customers, who operate (a) solar generator(s) in parallel with PG&E's electric system, all on the same Premises¹ for:

- a. an existing building or buildings are or would have been qualified for PG&E's California Solar Initiative (CSI) Multifamily Affordable Solar Housing (MASH) Program, or
- b. new, "Affordable Housing" consisting of one or more buildings that are or would have been qualified for the New Solar Homes Partnership (NSHP) Program in PG&E's service territory, or
- c. an existing building or buildings that are or would have been qualified for the State of California's Low-Income Weatherization Program (LIWP) Program,

Customers on this Schedule NEM2VMSH will be covered under the Special Condition titled *NEM2 ~~Grandfathering-legacy~~ Provisions*, in Schedule NEM2. Customers meeting those conditions are referred to as "NEM2VMSH Transition Eligible Customers".

(T)

¹ Customers may elect to serve Accounts located at multiple Customer Service Delivery Points within their "Eligible Low Income Development" so as to fully utilize their solar generator(s) also sited within their "Eligible Low Income Development."

(Continued)



ELECTRIC SCHEDULE NEM2VSOM
VIRTUAL NET ENERGY METERING SOLAR ON MULTIFAMILY
AFFORDABLE HOUSING (SOMAH) PROPERTIES

Sheet 1

(N)
(N)
(N)

APPLICABILITY: This virtual net energy-metering schedule is applicable to Customers, who operates one or more solar generators¹ ("Eligible Solar Generating Facility", "ESGF") in parallel with PG&E's electric system, all on the same Eligible Low Income Development (as defined below) where the existing building or buildings receives incentives under the Solar on Multifamily Affordable Housing (SOMAH) program.²

An "Eligible Low Income Development" is defined as all of the real property and apparatus employed in a single low income housing enterprise on contiguous parcels of land. These parcels may be divided by a dedicated street, highway or public thoroughfare or railway, so long as they are otherwise contiguous and part of the same single low income housing enterprise, and all under the same ownership.

Customers on this Schedule NEM2VSOM will be covered under Special Condition 9, *NEM2 ~~Grandfathering-Legacy~~ Provisions*, in Schedule NEM2.

(T)

Certain incremental billing and metering costs set forth in this schedule that are related to net energy metering are applicable to Electric Service Providers (ESPs) and Community Choice Aggregators (CCA's) serving a Customer with a Load Account (as defined below in the Applicability, Account Types section).

This service is not applicable to a Direct Access (DA) Customer with a Load Account, where the Customer's ESP does not offer a net energy metering tariff. In addition, if the Customer participates in direct transactions with an ESP that does not provide distribution service for the direct transactions, the ESP, and not PG&E, is obligated to provide virtual net energy metering for multifamily affordable housing to the Customer.

¹ Consistent with Decision (D.) 14-05-033, as modified by D.16-01-044. NEM paired storage may be interconnected under this tariff, subject to the metering and sizing requirements specified in D.14-05-33. For a Solar Generating Facilities with storage (NEM2VSOM Storage), please see Special Condition 5.

² Pursuant to CPUC Decision 17-12-022, "the new SOMAH program will provide incentives for the installation of solar distributed generation projects sited on existing multifamily affordable housing. In doing so, the SOMAH program will ensure that the benefits of such solar generation systems, especially the bill credits customers can receive with net-metered on-site solar generation, accrue primarily to the tenants of participating properties."

(Continued)

Advice 5253-E
Decision 17-12-022

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed
Effective
Resolution

March 14, 2018
April 13, 2018



ELECTRIC RULE NO. 15
DISTRIBUTION LINE EXTENSIONS

Sheet 3

A. GENERAL (Cont'd.)

3. UNDERGROUND DISTRIBUTION LINE EXTENSIONS

- a. UNDERGROUND REQUIRED. Underground Distribution Line Extensions shall be installed where required to comply with applicable laws and ordinances or similar requirements of governmental authorities having jurisdiction and where PG&E maintains or desires to maintain underground distribution facilities. For example, underground Distribution Line Extensions are required for all new: (1) Residential Subdivisions (except as provided for in Section H), (2) Residential Developments, (3) Commercial Developments, (4) Industrial Developments, and (5) locations that are in proximity to and visible from designated Scenic Areas.
- b. UNDERGROUND OPTIONAL. When requested by Applicant and agreed upon by PG&E, underground Distribution Line Extensions may be installed in areas where it is not required, as provided in Section A.3.a.
- c. Beginning January 1, 2021, PG&E will no longer accept requests under the Special Facilities provision of Rule 2, Section I, for underground distribution systems that call for specified pieces of electrical equipment to be installed in below-ground structures in circumstances where it is technically feasible to install the equipment above ground. Such requests will no longer be accepted for situations indicated in A.3.c.i, A.3.c.ii, and with certain exceptions A.3.c.iii, below. However, all requests which call for below ground installations that are received by PG&E prior to January 1, 2021 will ~~be "grandfathered"~~ have "legacy" status and not subject to the provisions of this Rule section. These ~~grandfathered legacy~~ requests must be approved by PG&E for construction by April 1, 2021 and installed by April 1, 2022.
- i. New construction on any property except public property and public rights-of-way;
- ii. Circumstances in which capacity upgrades, conversions, and relocations are required due to customer-driven renovations of existing structures or other building activities on any property except public property and public rights of way resulting in a change of use or occupancy as defined in state or local law;
- iii. Except for situations on a case-by-case basis in which the local authority and PG&E agree to locate Equipment above ground because the above-ground location is technically feasible for the installation.

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(T)

(Continued)



**ELECTRIC RULE NO. 16
SERVICE EXTENSIONS**

Sheet 7

C. SERVICE LATERAL FACILITIES (Cont'd.)

2. NUMBER OF SERVICE LATERALS (Cont'd.)

- c. ORDINANCE. Where required by ordinance or other applicable law, for such things as fire pumps, fire alarm systems, etc.
- d. OTHER. PG&E may charge for additional services provided under this paragraph, as special or added facilities.

3. UNDERGROUND INSTALLATIONS. Underground Service Extensions will be installed:

- a. UNDERGROUND REQUIRED. Underground Service Extensions (1) shall be installed where required to comply with applicable tariff schedules, laws, ordinances, or similar requirements of governmental authorities having jurisdiction, and (2) may be necessary as determined by PG&E where Applicant's load requires a separate transformer installation of 75 kVa or greater.
- b. UNDERGROUND OPTIONAL. An underground Service Extension may be installed in an area where it is not otherwise required and when requested by Applicant and agreed upon by PG&E.
- c. Beginning January 1, 2021, PG&E will no longer accept requests under the Special Facilities provision of Rule 2, Section I, for underground distribution systems that call for specified pieces of electrical equipment to be installed in below-ground structures in circumstances where it is technically feasible to install the equipment above ground. Such requests will no longer be accepted for situations indicated in C.3.c.i, C.3.c.ii, and with certain exceptions C.3.c.iii, below. However, all requests which call for below ground installations that are received by PG&E prior to January 1, 2021 will be ~~"grandfathered"~~ have "legacy" status and not subject to the provisions of this Rule section. These ~~grandfathered-legacy~~ requests must be approved by PG&E for construction by April 1, 2021 and installed by April 1, 2022.

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(T)

(Continued)



**ELECTRIC RULE NO. 16
SERVICE EXTENSIONS**

Sheet 19

E. ALLOWANCES AND PAYMENTS BY APPLICANT (Cont'd.)

4. PAYMENTS (Cont'd.)

- c. **TAX.** Any payments or contribution of facilities by Applicant are taxable Contributions in Aid of Construction (CIAC) and shall include an Income Tax Component of Contribution (ITCC) for state and federal tax at the rate provided in PG&E's Preliminary Statement.
- d. **OTHER.** PG&E's total estimated installed cost for any work it performs that is Applicant's responsibility or performs for the convenience of Applicant.

5. REFUNDS. No refunds apply to the installation of Residential Service Facilities under this Rule.

- 56. INTERIM POLICY ON EXCESS PEV CHARGING COSTS.** Any costs for a Distribution Line Extension, Service Extension, or any combination thereof, for plug-in electric vehicle charging that are in excess of the residential allowance shall be treated as common facility costs and paid for by PG&E until December 31, 2021.¹

(T)

F. EXISTING SERVICE FACILITIES

1. SERVICE REINFORCEMENT

- a. **PG&E-OWNED.** When PG&E determines that its existing Service Facilities require replacement, the existing Service Facilities shall be replaced as a new Service Extension under the provisions of this rule.
- b. **APPLICANT-OWNED.** When PG&E determines that existing Applicant-owned service facilities (installed under a prior rule) require replacement, such replacement or reinforcement shall be accomplished under the provisions for a new Service Extension installation, except that if PG&E determines that any portion of Applicant's existing service conductors can be utilized by PG&E, Applicant will convey any such usable part to PG&E and an appropriate credit by PG&E may be allowed to Applicant.

Applicant will replace or reinforce that portion of the Service Extension which Applicant will continue to own, under the provisions of this rule for new services.

¹ The interim policy of Common Treatment for Excess PEV Charing Costs was set forth in Commission Decision (D.)11-07-029, and extended in D.13-06-014, D.16-06-011, Rulemaking (R.) 18-12-006 Scoping Memo and Ruling, and most recently the Administrative Law Judge's Ruling Extending Interim Policy on Common Facility Costs Related to Electric Rules 15 and 16 issued in R.18-12-006 on November 23, 2020.

(Continued)



ELECTRIC RULE NO. 2
DESCRIPTION OF SERVICE

Sheet 24

I. SPECIAL FACILITIES (Cont'd.)

4. Beginning January 1, 2021, PG&E will no longer accept requests under the Special Facilities provision of Rule 2, Section I, for underground distribution systems that call for specified pieces of electrical equipment to be installed in below-ground structures in circumstances where it is technically feasible to install the equipment above ground. Such requests will no longer be accepted for situations indicated in Sections I.4.a, I.4.b, and with certain exceptions I.4.c, below. However, all requests which call for below ground installations that are received by PG&E prior to January 1, 2021 will ~~be "grandfathered"~~ have "legacy" status and not subject to the provisions of this Rule section. These ~~grandfathered-legacy~~ requests must be approved by PG&E for construction by April 1, 2021 and installed by April 1, 2022.
 - a. New construction on any property except public property and public rights-of-way;
 - b. Circumstances in which capacity upgrades, conversions, and relocations are required due to customer-driven renovations of existing structures or other building activities on any property except public property and public rights of way resulting in a change of use or occupancy as defined in state or local law;
 - c. Except for situations on a case-by-case basis in which the local authority and PG&E agree to locate Equipment above ground because the above-ground location is technically feasible for the installation.

(T)
(T)

For purposes of this provision, specified pieces of equipment include all primary voltage from 4 kV to 35 kV electrical distribution system equipment (Equipment), including, but not limited to, transformers, switches and fuses, capacitors, and junction bars.

"Technically feasible" means that enough space is, or can be made, available above ground for the electrical distribution Equipment needed for PG&E to serve customers and that other requirements, such as obtaining the required permits, are met. The required space is defined by existing design standards within the operation and maintenance requirements that are in compliance with applicable safety codes and regulations such as CPUC General Order 128.

(Continued)

Advice
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution



ELECTRIC RULE NO. 28
MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 6

E. INTERACTION WITH OTHER TARIFFS:

1. MHP Residents

Upon conversion, MHP residents will be subject to PG&E's effective Tariffs, which can be found at www.pge.com/tariffs, with the following exceptions:

- a. Electric Rules 7– Deposit: Existing MHP residents who become customers of PG&E through the MHP Program will be deemed a legacy customer “grandfathered” into their PG&E service accounts and on a one-time basis, fees associated with new customer credit checks and service deposits will be waived. This one-time waiver is authorized by D.14-03-021. MHP residents will still be subject to the service shut-off provisions under Electric Rules 11. (T)

- b. CARE/FERA Program – Existing MHP residents who participate in the California Alternate Rates for Energy (CARE) and/or Family Electric Rate Assistance (FERA) programs through the MHP master-meter/submeter distribution system and become customers of PG&E through the MHP Program will be deemed a legacy customer “grandfathered” into the respective program without having to recertify or reapply as long as the name of the customer for the new service account matches that of the name of the participant in the CARE/FERA program. This will be a one-time exception to the respective CARE/FERA Rules at the time of the service conversion and will continue to be subject to the periodic recertification and/or post-enrollment verification requirements of the CARE/FERA program. (T)
(T)

- c. Medical Baseline Allowance – Existing MHP residents who receive a medical baseline allowances through the MHP master-meter/submeter distribution system and become customers of PG&E through the MHP Program will be deemed a legacy customer “grandfathered” and will continue to receive the same medical baseline allowances without having to recertify or reapply as long as the participant who is receiving the medical baseline allowance still resides at the residence. This will be a one-time exception to the Medical Baseline Rules (Rule 19) at the time of the service conversion and will continue to be subject to the periodic recertification and/or post-enrollment verification requirements of the Medical Baseline Rule. (T)
(T)

2. MHP Owner/Operator(s)

Utility service provided by PG&E to the MHP Owner/Operator(s) is subject to PG&E's effective Tariffs, which can be found at www.pge.com/tariffs, with the following exceptions:

- a. Electric Rules 15 – Distribution Extension: Because PG&E will design and install the new Distribution Line/Main Extension, at no cost to the MHP Owner/Operator, sections in Electric Rules 15 that cover applicant responsibilities or options are not applicable to MHP Owner/Operator while participating in the MHP Program. This may include, but is not limited to applicants': responsibilities; allowances; contributions or advances; refunds; and design and installation options.

(Continued)

**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