

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 4558G/6476E
As of February 17, 2022

Subject: Clean-Up of Gas and Electric Forms

Division Assigned: Energy

Date Filed: 01-24-2022

Date to Calendar: 01-26-2022

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	01-24-2022

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

415-973-4587

PGETariffs@pge.com

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



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

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

The AL status certificate indicates:

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

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

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

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



**Pacific Gas and
Electric Company®**

Sidney Bob Dietz II
Director
Regulatory Relations

Pacific Gas and Electric Company
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P.O. Box 770000
San Francisco, CA 94177

Fax: 415-973-3582

January 24, 2022

Advice 4558-G/6476-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Clean-Up of Gas and Electric Forms

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

Purpose

The purpose of this advice letter is to make minor revisions to various gas and electric forms in PG&E's tariff book to consolidate language from approved advice letters, make cosmetic and formatting changes, correct typographical errors, update emails and web addresses that are not up to date, and update language that is consistent with current practices. The revisions are either non-substantial editorial changes to the text of a tariff or revisions in compliance with specific requirements of a statute or Commission order. The submittal will not increase any current rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

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

Tariff Revisions

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

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than February 14, 2022 which is 21 days¹ after the date of this submittal. Protests must be submitted to:

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

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

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
E-mail: PGETariffs@pge.com

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

Effective Date

Pursuant to General Order (GO) 96-B, Rule 5.1.1 and 5.1.2, this advice letter is submitted with a Tier 1 designation. PG&E requests that this Tier 1 advice submittal become effective upon date of submittal, which is January 24, 2022.

Notice

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

¹ The 20-day protest period concludes on a weekend, therefore, PG&E is moving this date to the following business day.

/S/

Sidney Bob Dietz II
Director, Regulatory Relations

Attachments

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



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

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

Utility type:

☒ ELC ☒ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

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

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 4558-G/6476-E

Tier Designation: 1

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

Keywords (choose from CPUC listing): Compliance

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other:

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

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

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

Confidential treatment requested? ☐ Yes ☒ No

If yes, specification of confidential information:

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

Resolution required? ☐ Yes ☒ No

Requested effective date: 1/24/22

No. of tariff sheets: 23

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

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

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

Tariff schedules affected: See Attachment 1

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

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

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

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

Contact Name:
Title:
Utility/Entity Name:

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

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

Clear Form

Appendix A

Clean-Up List of Form Modifications

Appendix A

List of Form Modifications

#	Form	Location	Modification/Additional Information
1.	Gas & Electric Form 79-1201 - Butte County Mobilehome Park (MHP) Rebuild Program Agreement	Page 1	Inserting privacy policy language approved in AL 4350-G/6050-E effective February 4, 2021 to the footnote.
2.	Electric Form 79-1069 - Generating Facility Interconnection Agreement (Multiple Tariff)	Pages 1-16 Footers	Updating page number in the footers.
3.	Electric Form 79-1151A-02 - Agreement And Customer Authorization Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less	Page 5	Updating broken web link to https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists
4.	Electric Form 79-1151B - Application - Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less	Page 3, 5	- On July 23, 2021 PG&E submitted Tier 2 Advice 6270-E to make updates to the Form. It was approved on August 24, 2021 with an effective date of August 30, 2021. - On August 20, 2021 PG&E submitted Tier 2 Advice 6273-E-A to make updates to the same Form. It was approved on October 20, 2021 with an effective date of December 17, 2021. - This advice letter is combining the changes from both advice letters. (Continued on next page)

Appendix A

List of Form Modifications

#	Form	Location	Modification/Additional Information
			- Updating broken web link on page 3 to https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists - Correcting typographical and grammatical errors on page 5.
5.	Electric Form 79-1151B-02 - <i>Application - Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less</i>	Pages 2, 5	- On July 23, 2021 PG&E submitted Tier 2 Advice 6270-E to make updates to the Form. It was approved on August 24, 2021 with an effective date of August 30, 2021. - On August 20, 2021 PG&E submitted Tier 2 Advice 6273-E-A to make updates to the same Form. It was approved on October 20, 2021 with an effective date of December 17, 2021. - This advice letter is combining the changes from both advice letters. - Updating broken web link on page 2 to https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists - Correcting typographical and grammatical errors on page 5.
6.	Electric Form 79-1162 - <i>Rule 21 Detailed Study Agreement</i>	Pages 1, 8	- Adding a line to allow space to identify customer type. - Moving "IN WITNESS THEREOF..." to page 8, so it stays on the same page as the Applicant's information and PG&E's information.
7.	Electric Form 79-1174-02D - Rule 21 <i>Generator Interconnection Application - Attachment D</i>	Pages 5-6	On July 23, 2021, PG&E submitted Tier 2 Advice 6270-E to make updates to the Form. It was approved on August 24, 2021 with an effective date of August 30, 2021. (Continued on next page)

Appendix A

List of Form Modifications

#	Form	Location	Modification/Additional Information
			On August 20, 2021 PG&E submitted Tier 2 Advice 6273-E-A to make updates to the same Form. It was approved on October 20, 2021 with an effective date of December 17, 2021. This advice letter is combining the changes from both advice letters.
8.	Electric Form 79-1174-02J - Rule 21 Generator Interconnection Application - Attachment J (NEM2 Load Aggregation)	All Headers and Footers	Switching form number 79-1174-02K with 79-1174-02J to match headers with the tables in Form 79-1174-02.
9.	Electric Form 79-1174-02K - Rule 21 Generator Interconnection Application - Attachment K	All Headers and Footers	Switching form number 79-1174-0J with 79-1174-02K to match headers with the tables in Form 79-1174-02.
10.	Electric Form 79-1193 - AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification	All Headers, Page 4	- Correcting capitalization errors and punctuation on the headers of the form. - Updating broken web link on page 4 to https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDS_NEM.pdf

Appendix A

List of Form Modifications

#	Form	Location	Modification/Additional Information
11.	Electric Form 79-1193-02 - AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification	All Headers	Correcting capitalization errors and punctuation on the headers of the form.
12.	Electric Form 79-1198-02 - Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Electrical Generating Facility Sized Greater than 1,000 kW	Page 7, 13, 16	- Updating PG&E contact information in section 8.4. - Updating the accounting true-up timeline to twelve months to be consistent with Form 79-1200 (Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities). - Adding for clarity the cost of ownership (COO) option and the cost table, to ensure that customers are aware of COO cost responsibilities and are able to select their billing option up front in the Implementation phase of the project. This is similar to COO options included in Form 79-702 for projects that utilize the Special Facilities Agreement (79-280) process rather than the Financial Security process required for projects interconnecting under Form 79-1198-02.
13.	Electric Form 79-973 - Generating Facility Interconnection Agreement For Non-Export Generating Facilities	Pages 1-10 Footers	Renumbering pages 1-10 and adding the missing advice letter number back in.

Appendix A
List of Form Modifications

#	Form	Location	Modification/Additional Information
14.	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>	Page 8 Appendix A & Appendix B Footers	• Substitute sheets were submitted for Advice 4462-G/6242-E to correct the Form after submitting Advice 6273-E-A. Therefore, a correction is being made to PG&E's contact information in Section 9.4 as approved in Advice 4462-G/6242-E effective July 8, 2021. • Updating the footers of Appendices A and B to show specification of which pages correspond to each Appendix.

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
37643-G	Gas Sample Form No. 79-1201 Butte County Mobilehome Park (MHP) Rebuild Program Agreement Sheet 1	37390-G**
37644-G	GAS TABLE OF CONTENTS Sheet 1	37641-G
37645-G	GAS TABLE OF CONTENTS Sheet 12	37392-G**



**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.

37643-G
37390-G**

Gas Sample Form No. 79-1201

Sheet 1

Butte County Mobilehome Park (MHP) Rebuild Program Agreement

**See Refer to Attached
Sample Form**

(Continued)

Advice 4558-G
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>January 24, 2022</u>
<i>Effective</i>	<u>January 24, 2022</u>
<i>Resolution</i>	<u></u>

BUTTE COUNTY MOBILEHOME PARK (MHP) REBUILD PROGRAM AGREEMENT (Form 79-1201)

This Butte County Mobilehome Park Rebuild Program Agreement ("Agreement") is made and entered into by and between _____ ("Mobile Home Park Owner/Operator"), a _____ organized and existing under the laws of the state of _____, and the Utility, "Pacific Gas and Electric Company" ("PG&E" or "Utility"), a corporation organized and existing under the laws of the state of California. Mobile Home Park (MHP) Owner/Operator and PG&E may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, both PG&E and the MHP Owner/Operator seek to rebuild the utility infrastructure in the MHP identified in this Agreement.

The Parties agree as follows:

1. General Description of Agreement

1.1. Applicability:

- 1.1.1. The Butte County MHP Rebuild Program ("MHP Rebuild Program") is available to all eligible MHPs that were destroyed by the Camp Fire and were provided electric and/or gas service by PG&E prior to the fire. Only services previously provided by PG&E prior to the Camp Fire are eligible for the MHP Rebuild Program.
- 1.1.2. All eligible mobilehome parks affected by the Camp Fire are eligible for the MHP Rebuild Program and are not required to be prioritized or pre-qualified by the Safety Enforcement Division (SED) of the California Public Utilities Commission (CPUC).
- 1.1.3. In addition, only mobilehome spaces that are permitted by the California Department of Housing and Community Development (HCD) or its designated agency, common areas and any habitable/useable structure on the property pre-dating the fire are eligible for the MHP Rebuild Program. Recreational vehicle parks and spaces are not eligible for the MHP Rebuild Program.
- 1.1.4. Each participating MHP Owner who operates on leased real property shall submit proof of a valid lease for a minimum of 20 years from the date that the Butte County Mobilehome Park Rebuild Program Agreement is executed by PG&E.

- 1.2. This Agreement is a legally binding contract. The Parties agree to be bound by the terms and conditions set forth herein and incorporated herein by reference. This Agreement shall govern the installation of direct PG&E electric and/or gas distribution and service, including all registered Mobilehome Spaces (MH-Space), common areas, permanent buildings, and/or structures that were previously supplied PG&E utility service(s).

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

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Utility service to be supplied direct PG&E service (check one)

1.2.1. ☐ Electric Only ☐ Gas Only ☐ Electric & Gas

If the gas or electric service at the MHP is provided by a different Utility, please provide the name of the Utility who provides the other service.

1.2.2. ☐ Electric ☐ Gas

- 1.3. The number of MH-Spaces that will be eligible for rebuild under the MHP Rebuild Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of residential MH-Spaces permitted by HCD or its designed agency, that previously received electric and/or gas service from PG&E.
- 1.4. The number of habitable/useable structure on the property that will be eligible for rebuild under the MHP Rebuild Program shall be equal to the number of structures that pre-date the fire that are deemed habitable by the local enforcement agency(s).
- 1.5. The MHP Owner/Operator must provide the following documents with the Agreement for the project to go forward: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) the final sign off from Butte County and/or other jurisdiction authorizing construction to proceed; and (3), only if required by PG&E, Plat Map of the mobile home park.
- 1.6. This Agreement has been submitted to CPUC for use between PG&E and the MHP Owner/Operator. The terms and conditions of this Agreement may not be waived, altered, amended or modified, except as authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

2. Representations

- 2.1. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for such Party in the execution of this Agreement.
- 2.2. Except as otherwise provided in this Agreement, each Party represents that: (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate entities; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 2.3. Each Party shall: (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable regulations, laws, City and County ordinances and recognized professional standards.

3. Submittal of Agreements and Documents

- 3.1. Upon receipt of the Agreement, the MHP Owner/Operator will have thirty (30) days to sign and submit the Agreement to PG&E.
- 3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. PG&E encourages consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. PG&E reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove the MHP from the queue of MHP's as specified in Section 10 of this Agreement.
- 3.3. Agreements and documents shall be mailed to:

Butte County MHP Rebuild Program
Pacific Gas and Electric Company
1850 Gateway Blvd, 3rd floor
Concord, CA 94520

4. Contractor selected by the MHP Owner/Operator to Perform "Beyond-the-Meter" Work

- 4.1. MHP Owner/Operator shall select a qualified, licensed contractor to perform the "Beyond-the-Meter" work at the MHP and shall consult and coordinate with PG&E on such selection. The MHP Owner/Operator shall provide in Attachment B, attached hereto and incorporated herein, information about the selected contractor.
- 4.2. PG&E will reimburse the MHP Owner/Operator for the cost of the electric meter pedestal and for its installation by the contractor selected by the MHP Owner/Operator. "Beyond-the-Meter" reimbursement is limited to electric meter pedestals for HCD permitted mobilehome spaces. All additional "Beyond-the-Meter" work is the responsibility of the MHP Owner/Operator, or mobilehome resident, and not reimbursed by PG&E under the Butte County MHP Rebuild Program Agreement.

5. MHP Owner/Operator Responsibilities

- 5.1. The MHP Owner/Operator will continue to have sole responsibility for compliance with all applicable laws governing Mobilehome Parks and compliance with the MHP's own Rules and Regulations.
- 5.2. Easements
 - 5.2.1. The MHP Owner/Operator shall provide or assist in obtaining rights-of-ways or easement as required by the Utility's Distribution and Service Extension Rules

(Rule 15 & 16)¹.

- 5.2.2. PG&E shall at all times have the right to enter and leave the park for any purpose connected with the furnishing of electric /gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, and under all applicable PG&E tariffs.

5.3. Engineering and Planning – Electric Distribution System

- 5.3.1. The “Beyond-the-Meter” electrical system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of service equipment. Required permits must be obtained and shall be available for inspection by PG&E.
- 5.3.2. PG&E will normally design and install a single phase, 120/240 volts, 100-ampere electric meter service equipment at each individual MH-Space. Any requests for service modifications beyond the 100-ampere electric service or relocations beyond what is being provided by the MHP Rebuild Program will be handled under PG&E’s current Rules and Tariffs.

5.4. Engineering and Planning – Gas Distribution System

- 5.4.1. The “Beyond-the-Meter” gas system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of gas house lines. Required permits must be obtained and shall be available for inspection by PG&E.
- 5.4.2. PG&E will design and install a natural gas service line to deliver sufficient volume at PG&E’s standard delivery. Any requests for service modifications beyond the standard delivery or relocations beyond what is being provided by the MHP Rebuild Program will be handled under PG&E’s current Rules and Tariffs.

5.5. Engineering and Planning – General

- 5.5.1. MHP Owner/Operator shall ensure that any proposal for “Beyond-the-Meter” work prepared or received by the MHP Owner/Operator is based on a full knowledge of all conditions that would affect the cost and conduct of the rebuild. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to PG&E the physical conditions at the work site, including as applicable, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary

¹ * The Rules and Tariffs referred to in this schedule are part of PG&E’s Tariff Book. Copies are available at PG&E’s local offices and website at <http://www.pge.com/tariffs>



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

safety precautions and safeguards; dimensions not shown on drawings; the extent of established lines and levels.

- 5.5.2. MHP Owner/Operator will at all times own and is responsible for the “Beyond-the-Meter” utility service facilities.

Requests for service in this agreement covers services to individual mobile home spaces, services to any eligible habitable/ useable structure on the property and services to common use areas unless otherwise agreed to by PG&E in writing and specifically incorporated in this Agreement.

- 5.5.2.1. The MHP Owner/Operator, or its representative, is responsible to collect any and all fees associated with “To-the-Meter” service modifications that are not covered by the MHP Rebuild Program that were requested on behalf of the Owner and due to PG&E under the current Rules and Tariffs and forward those payments to PG&E.
- 5.5.2.2. “Beyond-the-Meter” service modifications that are not covered by the Rebuild Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below ground installations), will not be eligible for reimbursement from PG&E.
- 5.5.2.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order that may require redesign and/or re-engineering. Additional redesigning and/or re-engineering costs will not be eligible for reimbursement from PG&E.
- 5.5.3. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by PG&E and/or the contractor. Temporary facilities may include, but are not limited to, storage sheds, decks, awnings, car ports, or any facility that is not normally provided by the MHP. Relocation or removal of such items will not be eligible for reimbursement from PG&E.
- 5.5.4. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the park’s common area, such as the office, clubhouse, laundry facilities, streetlights, etc., and their associated “Beyond-the-Meter” facilities. Utility meters will be installed to serve these facilities. MHP Owner/Operator will be responsible for payment of Utility bills associated with such meters. Additional facilities that may be requested (e.g. streetlight fixtures) and associated energy charges for the common area facilities will be based on the applicable tariff and will not be eligible for reimbursement from PG&E.
- 5.5.5. The MHP Owner/Operator will work with PG&E to place meter stakes for the contractor which the MHP Owner/Operator selected to install meters at locations that are compliant with PG&E’s standards. In the event where the

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

MHP Owner/Operator is unable to work with PG&E to identify meter locations, MHP Owner/Operator will have to provide detailed, to scale, park layout drawings that include future lot layout and meters will be set based on future building/ lot configurations by the owner. Once the Butte County MHP Rebuild is complete, subsequent meter location issues will be the responsibility of the MHP Owner/ Operator.

5.6. Existing Distribution System (Legacy System)

5.6.1. If the MHP has an existing propane gas distribution system, PG&E will, upon request, replace it with a natural gas distribution system, provided that; 1) the Utility offers natural gas service and the MHP is located within the franchise area that the Utility serves; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be replaced under the Utility's existing Distribution and Service Extension Rules (Rule 15 & 16) and would not qualify under the Butte County MHP Rebuild Program.

5.7. Permits

5.7.1. Except for the routine, ministerial construction permits to be acquired by PG&E pursuant to Section 6 of this Agreement, the acquisition of all other permits that may be necessary will be the responsibility of the MHP Owner/Operator. This includes, but not limited to, the following:

- Environmental and governmental agency permits.
- Caltrans permits.
- Railroad permits.
- HCD and/or local City and County building permits for electric and/or gas service work necessary to install new service delivery facilities including, but not limited to, gas house lines, electric meter pedestals, and terminations.

The work performed by the MHP Owner/Operator's Contractor will include submittal of permits associated with all "Beyond-the-Meter" work to the agency with jurisdictional authority and such permits will be reimbursable under the MHP Rebuild Program.

PG&E may assist the MHP Owner/Operator in preparation and submittal of all other permit applications, but construction permits not covered by PG&E will be paid by the MHP Owner/Operator.

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

5.8. Environmental, Endangered Species and Cultural Resources Review

- 5.8.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues are the sole responsibility of MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority. PG&E shall not assume remediation responsibility nor bear any costs associated with any required remediation.
- 5.8.2. Any environmental, endangered species, and cultural resources issues that are identified during construction will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall resolve these issues prior to work resuming at the MHP. Project completion is contingent on the MHP Owner/Operator resolving outstanding issues. To help avoid project delays, MHP Owner/Operator should make every effort to complete remediation within 90 days.

5.9. Outreach and Education

- 5.9.1. This section only applies to mobile home parks with residents present during the construction phase of the program.
- 5.9.2. If applicable, the MHP Owner/Operator or its representative (Representative) will be the liaison for the MHP Owner/Operator and will be responsible for relaying project information to MHP Residents and to PG&E. The MHP Representative shall provide status updates to the MHP Owner/Operator and the MHP Residents from PG&E and provide timely status updates from contractor and MHP Owner/Operator to Utility.
- 5.9.3. If applicable, all costs associated with the MHP Representative in performing the duties associated with the Program will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the Rebuild Program.
- 5.9.4. If applicable, the MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Rebuild Program that are intended for the MHP residents. The MHP Representative shall distribute the information to stakeholders in a timely manner in accordance with the MHP's Rules and Regulations.
- 5.9.5. If applicable, the MHP Owner/Operator must allow PG&E to directly contact any affected MHP residents during the project regarding the MHP Rebuild Program, account setup and other utility programs.
- 5.9.6. The MHP Representative shall ensure that the MHP Owner/Operator's contractor works with PG&E and keeps the MHP residents informed of the status of the "Beyond-the-Meter" work. Communications will include notices such as temporary outages, detours or street closures. The MHP Representative will also ensure that such notices will remain consistent with PG&E communications and be distributed in a timely manner.

5.10. Construction

- 5.10.1. Construction of the conversion project may commence after compliance with all requirements in this Agreement.
- 5.10.2. The MHP Owner/Operator shall work cooperatively with PG&E to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of PG&E's construction materials and equipment during the project.

5.11. Commissioning / Completion of the MHP Rebuild

- 5.11.1. Prior to commissioning, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.
- 5.11.2. Commissioning cannot occur until PG&E is satisfied that 24-hour access is available to all utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a utility approved locking device with a utility keyway. Where electronic gates may be involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller.
- 5.11.3. If requested by PG&E, the MHP Owner/Operator shall require Contractor to be available to perform joint commissioning with PG&E for the individual services within the MHP.

6. Utility's Responsibilities**6.1. Engineering and Planning**

- 6.1.1. PG&E will design and install the new "To-the-Meter" electric and/or gas distribution and service system for the MHP to meet current PG&E design standards and applicable codes, regulations and requirements based on the most economic, convenient and efficient service route.
- 6.1.2. PG&E will prepare a preliminary design package for the new electric and/or gas system and prepare all necessary land rights documents.
- 6.1.3. PG&E will consult with the MHP Owner/Operator to identify the location of each electric/and/or gas meter and any protection required for the metering service equipment. PG&E will have the final approval of the location of the meter.
- 6.1.4. PG&E will include with the Rebuild Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules.
- 6.1.5. PG&E will design and install the "To-the-Meter" facilities to accommodate a service equivalent to the previous service. If the previous electric service was

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

less than 100 amperes, the utility will design and install “To-the-Meter” facilities to accommodate 100 ampere service as part of the MHP Rebuild Program. In addition, service cables from the splice box to the mobilehome electric pedestal shall be capable of safely providing 200 amperes to the mobilehome.

- 6.1.5.1. PG&E shall evaluate the maximum number of 200 amp services that can be supported by the contemplated transformer and distribution infrastructure, and work with MHP Owner/Operator to the extent feasible to determine which spaces would most benefit from a 200 amp service, and allow for the installation of 200 amp rated pedestals and configuration of the secondary distribution system according to Rule 2 and Rule 16 to those spaces, to the extent feasible. PG&E shall 1) send a written correspondence to the MHP owners stating the number of, and possible locations for the spaces which could be upgraded to 200 amp service and installations of 200 amp electric pedestals and annotate these locations on the MHP site layout drawings, and 2) invite the MHP owners to meet and discuss these findings in detail before PG&E can finalize their design.

During a meeting with the MHP owners, PG&E should discuss the cost to upgrade from 100 amp to 200 amp electric pedestal, cable and other equipment layout to avoid damaging to existing utility infrastructure, and explain to the MHP owners the needs and costs of any possible BTM upgrade that must be paid for by the MHP owner. The MHP Owner/Operator may then coordinate with their BTM contractor to procure and install 200 amp pedestals at identified service locations.

- 6.1.5.2. PG&E shall evaluate whether upgrades to the secondary distribution system would achieve load balance and enable a greater number of 200 amp services without necessitating a transformer upgrade and present feasible options to the MHP Owner/Operator. However, PG&E might also find during the design phase that a marginal increase in transformer sizes and quantities for a specific park application may be cost effective and yield considerable benefit to the MHP owner. PG&E shall also present this option to the MHP owner.

PG&E shall invite the MHP owners to meet and discuss the different layouts, configurations, marginal costs, and size options. These options also should be annotated in site layout drawings.

During the meeting between PG&E and the MHP owners indicated in Section 6.1.5.1 above, PG&E should discuss the estimated cost to upgrade from 100 amp to 200 amp electric pedestals, any increase in secondary trenching cost due to increase in trench size and backfill, the cost of upsizing splice boxes and cables beyond the service cable,

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

subsurface installation of transformers to optimize space, cable and other equipment layout to avoid damaging to existing utility infrastructure, and explain to the MHP owners the needs and costs of any possible BTM upgrade that must be paid for by the MHP owner. The MHP Owner/Operator may then coordinate with their BTM contractor to procure and install 200 amp pedestals at identified service locations. Also, if applicable, broadband providers share of the cost for joint trench.

6.1.6. With the exception of the 100-ampere minimum electric service, any requests for service upgrades or relocations beyond what is being provided by the MHP Rebuild Program will be handled under PG&E's current Rules and Tariffs.

6.1.7. If applicable, PG&E will design and install a natural gas service line at each individual MH-Space to deliver sufficient volume at PG&E's standard delivery.

6.2. Permits

6.2.1. PG&E will acquire routine, ministerial construction permits, such as encroachment permits necessary for trenching within public rights-of-way.

6.2.2. PG&E will review all permits prior to construction. No work will be performed by PG&E or the Contractor under the MHP Rebuild Program until the MHP's Owner/Operator and/or PG&E obtains the required permits.

6.3. Environmental and Cultural Resources Review

6.3.1. PG&E shall conduct a "desktop" environmental, endangered species, and cultural resources review of the proposed work at the MHP. If such review indicates any environmental, endangered species, and cultural resources issues, PG&E will immediately suspend work at the MHP. PG&E will not resume work until it has received authorization from appropriate experts and/or agency with jurisdictional authority. PG&E assumes no remediation responsibility or liability. Costs for remediation are not eligible for reimbursement from the MHP Rebuild Program.

6.4. Outreach and Education

This section only applies if residents are present during the construction phase of the program.

6.4.1. PG&E will work with the MHP Owner/Operator and/or the MHP Representative on outreach and education to required stakeholders.

During the construction phase, PG&E will work with the MHP Representative to keep stakeholders informed of the status of the project, including notice of temporary outages, detours or street closures, and other issues related to the project. Information provided by PG&E will include, but is not limited to Information for the MHP residents about construction work impacts, timing,

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

account setup instructions, utility programs and services such as California Alternate Rate for Energy (CARE), medical assistance program, energy efficiency and demand response opportunities.” PG&E will work with the MHP Representative to ensure all notices and project information is communicated and distributed in a timely manner.

- 6.4.2. PG&E will manage communications with the California Department of Housing and Community Development (HCD), other utilities, local government, local media, and other parties, as necessary, regarding the MHP Rebuild Program activities.

6.5. Construction

- 6.5.1. PG&E will install or select a qualified licensed contractor to install the new “To-the-Meter” electric and/or gas distribution systems that will meet all current electric and/or gas design standards, applicable codes, regulations and requirements. Facilities and services installed will be based on the agreed upon design.
- 6.5.2. PG&E will consult and coordinate rebuild activities with other utilities that may also serve the MHP, including municipal utilities, water, cable and telecommunication providers, to ensure efficiency and avoid unnecessary disruption and/or costs.
- 6.5.3. PG&E may elect to wait until the MHP Owner/Operator can demonstrate construction of the “Beyond-the-Meter” facilities have been substantially completed, such facilities have been approved by the governing inspection authority and PG&E receives a copy of any inspection report or verification to begin construction. PG&E may also commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by PG&E and/or as scheduling and availability permits.
- 6.5.4. PG&E shall not remove the existing legacy system owned by the MHPs and the system shall be abandoned in place unless removal is necessary and the MHP Owner’s permission has been obtained. PG&E shall ensure that the new and the existing legacy systems are both electrically and physically isolated from each other. PG&E shall not incur any expenses associated with the removal or retirement of the existing system owned by the MHP Owner/Operator under the MHP Rebuild program. Should removal of the legacy distribution system owned by the MHP Owner/Operator be necessary to complete the MHP Rebuild program, such costs may at PG&E’s discretion be included in the MHP Rebuild Program if it is necessary and can be done so efficiently.

6.6. Commissioning / Completion of Project

- 6.6.1. PG&E will own, operate, and maintain all “To-the-Meter” electric and/or gas distribution and service systems within the MHP. Upon completion of the

project, the facilities will be managed under and subject to Rule 15 and Rule 16 and other applicable tariffs.

- 6.6.2. If necessary, PG&E will coordinate with the Contractor to jointly meet to perform joint commissioning with PG&E for the individual services within the MHP.
- 6.6.3. PG&E will reimburse the MHP Owner/Operator for all qualifying "Beyond-the-Meter" work as summarized in Attachment C.

7. Safety

- 7.1. IMPORTANCE OF SAFETY: The Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Rebuild Program and Parties are responsible for performing the work in a safe manner. Parties shall plan and conduct the work and shall require all contractors and subcontractors to abide by all safety requirements incorporated herein and to perform their portion of the work, in accordance with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. The MHP Owner/Operator shall require its Contractor to provide necessary training to its employees and Subcontractors to inform them of the foregoing safety and health rules and standards. Should PG&E at any time observe the contractor, or any of its subcontractors, performing the work in an unsafe manner, or in a manner that may, if continued, become unsafe, then PG&E shall have the right (but not the obligation) to require the MHP Owner/Operator to stop contractor's work affected by the unsafe practice until contractor has taken corrective action so that the work performance has been rendered safe.
- 7.2. Regulations and Conduct of Work: MHP Owner/Operator shall assure that its contractor plans and conducts the work to safeguard persons and property from injury. MHP Owner/Operator shall direct the performance of the work by its contractor in compliance with reasonable safety and work practices and with all applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health, including the wearing of "hard hats" at the worksite if applicable. Work in areas adjacent to electrically energized facilities and/or operating natural gas facilities shall be performed in accordance with said practices, laws, rules, and regulations. PG&E may designate safety precautions in addition to those in use or proposed by contractor. PG&E reserves the right to inspect the work and to halt construction to ensure compliance with reasonable and safe work practices and with all applicable federal, state, and local laws, rules, and regulations. Neither the requirement that contractor working on behalf of the MHP Owner/Operator follow said practices and applicable laws, rules, and regulations, nor adherence thereto by contractor, shall relieve MHP Owner/Operator of the sole responsibility to maintain safe and efficient working conditions.

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

- 7.3. Additional Precautions: Upon PG&E's request, the MHP Owner/Operator shall require its contractor to provide certain safeguards not in use but considered necessary and if contractor fails to comply with the request within a reasonable time, PG&E may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by PG&E may result in termination of the Agreement for cause.
- 7.4. Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to PG&E, MHP Owner/Operator, contractors, subcontractors, MHP residents, and/or the general public. Upon notice, the responsible party shall investigate the potential safety hazard, and if necessary, take actions to remedy the situation.
- 7.5. The MHP Owner/Operator shall be responsible for notifying local emergency services, if required, about pending road closures or detours that may affect life safety and services to the MHP and MHP residents.

8. Delay and Suspension of Work

- 8.1. Suspension of Work by PG&E: PG&E reserves the right to suspend the work under the MHP Rebuild Program to serve the needs of the greater public.
- 8.2. Notification of Delays: MHP Owner/Operator shall cause contractor to promptly notify PG&E in writing of any impending cause for delay that may affect PG&E's schedule. If possible, PG&E will coordinate and assist contractor in reducing the delay.

9. Termination

- 9.1. Either Party may, at its option, terminate upon 30 day written notice to the other Party.
 - 9.1.1. PG&E may cancel or suspend this Agreement for, but not limited to, the following situations:
 - 9.1.1.1. The failure, refusal or inability of the MHP Owner/Operator to perform the work in accordance with this Agreement for any reason (except for those reasons that are beyond MHP Owner/Operator's control) after receiving notice from PG&E and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at PG&E's option, safety or security violations may result in immediate termination; or
 - 9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate its responsibilities under this Agreement within three (3) months of the execution of this Agreement; or

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

- 9.1.1.3. A legal action is placed against the MHP Owner/Operator which, in PG&E's opinion, may interfere with the performance of the MHP Rebuild.
- 9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:
 - 9.1.2.1. Not be eligible for reimbursement for any "Beyond-the-Meter" work that did not result in a direct Utility service of an individual MH-Space; and
 - 9.1.2.2. Repay in full to PG&E any reimbursements paid to the MHP Owner/Operator for partial work completed by its contractor.
- 9.1.3. In the event of termination, PG&E shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of cancellation that resulted in direct PG&E service which are of benefit to PG&E. In no event shall PG&E be liable for lost or anticipated profits or overhead on uncompleted portions of the work due to termination.

Cancelled MHP Agreement may, at the Utilities option, result in the removal the MHP from the MHP Rebuild Program. MHP Owner/Operator shall be liable for additional costs to PG&E arising from termination. PG&E may terminate this Agreement, suspend work and/or the MHP Rebuild Program if directed to do so by the CPUC.

10. Costs Covered by the MHP Rebuild Program and Reimbursement to MHP Owner/Operator

- 10.1. All costs incurred by PG&E to provide "To-the-Meter" facilities for a typical utility service for each qualifying MH-Space will be covered under the MHP Rebuild Program.
- 10.2. Requests for service entrance relocations, rearrangements, and upgrades are not covered under the MHP Rebuild Program.
- 10.3. Additional reasonable services for common use areas and any eligible habitable/useable structure that pre-date the fire on the property within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP Rebuild Program. Except as expressly agreed herein, PG&E will not provide "Beyond-the-Meter" reimbursements for common area services or for other habitable/useable structure. Please see PG&E appendix on covered and non-covered cost (Attachment C).
- 10.4. PG&E will reimburse the MHP Owner/Operator based on the invoice for the "Beyond-the-Meter" to be performed by the contractor. The amount that is eligible for reimbursement for the "Beyond-the-Meter" work shall not exceed the "Cost Covered by the Rebuild Program" amount listed on Attachment C, without prior written approval from PG&E. PG&E will review all invoices received for the "Beyond-the-Meter" work by

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

- the contractor and will reimburse the MHP Owner/Operator for all prudently occurred and reasonable construction expenditures. The Rebuild Program will not cover or reimburse costs for any modification or retrofit of the mobilehome or manufactured home.
- 10.5. PG&E will reimburse the MHP Owner/Operator for the cost of the electric meter pedestal and for its installation by the contractor selected by the MHP Owner/Operator. The installation locations of these pedestals must be compliant with PG&E's standards.
- 10.6. As soon as practicable and after any jurisdictional authorities have inspected and approved operation of the "Beyond-the-Meter" work, the MHP Owner/Operator may submit invoices to PG&E for "Beyond-the-Meter" work. Invoices submitted shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MH-Space compared to the total number of eligible MH-Spaces at the MHP. The final reimbursement for the "Beyond-the-Meter" work will be paid to the MHP Owner/Operator after the final commission has been completed and the entire MHP is ready to receive direct PG&E service. The installation and material for the electric pedestal is the only eligible scope for the "Beyond-the-Meter" work.
- 10.7. Invoices shall include a listing of MH-Spaces that completed commissioning, and an itemized list and costs for equipment, materials, and labor for "Beyond-the-Meter" facilities that are both covered and not covered by the MHP Rebuild Program.

11. Nondisclosure

- 11.1. Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Without limiting the foregoing, Confidential Information shall also include information provided by the MHP Owner/Operator regarding the MHP residents. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.
- 11.2. Notwithstanding the foregoing, Confidential Information may be disclosed to the CPUC and any governmental, judicial or regulatory authority requiring such

Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

12. Indemnification

- 12.1. MHP Owner/Operator shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, MHP Owner/Operator, Contractor or Subcontractor; injury to property of PG&E, MHP Owner/Operator, Contractor, Subcontractor, or a third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with MHP Owner/Operator performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active gross negligence or willful misconduct of PG&E, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless PG&E from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which PG&E shall have no liability. A utility shall have no liability for the MHP submeter systems (referred to as legacy systems), or the "Beyond-the-Meter" infrastructure installed during the program, and the MHP owner will hold harmless, defend and indemnify PG&E from all causes of action or claims arising from or related to these systems.
- 12.2. MHP Owner/Operator acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
- 12.3. MHP Owner/Operator shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. MHP Owner/Operator shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

13. Compliance with Laws and Regulations

- 13.1. During the performance of the Work, MHP Owner/Operator, contractor and its subcontractors, agents and employees shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations and orders made or promulgated by any government, government agency or department, municipality, board, commission or other regulatory body; and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations or plans.
- 13.2. MHP Owner/Operator shall require any contractor or subcontractor to whom any portion of the work to be performed hereunder may be contracted to comply with provisions of this paragraph, and agrees to save and hold PG&E harmless from any and all penalties, actions, causes of action, damages, claims and demands whatsoever arising out of or occasioned by failure of MHP Owner/Operator and Contractor or a Subcontractor to make full and proper compliance with said bylaws, rules, regulations, laws, orders, stipulations or plans.

14. Governing Law

This Agreement shall be deemed to be a contract made under laws of the State of California and for all purposes shall be construed in accordance with the laws of said state.

15. Entire Agreement

This Agreement consists of, in its entirety, the Butte County Rebuild Program Agreement and attachments hereto. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

16. Enforceability

If any provision of this Agreement thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

17. Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure Event"),

which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch.

18. Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

19. Pending Commission approval

This Agreement has been submitted to the California Public Utilities Commission (CPUC) for review and is pending CPUC approval. If the CPUC approves this Agreement without change, this executed Agreement will continue to be in effect according to the terms outlined in this Agreement. If the CPUC does modify this Agreement, the MHP Owner/Operator and PG&E agree that those changes will be automatically incorporated herein and MHP Owner/ Operator agrees to sign the new CPUC approved Agreement if requested by PG&E. If the request is made and the MHP Owner/Operator does not comply expeditiously, the rebuild may be paused by PG&E.

20. Signatures

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

Name of Mobilehome Park

Company Name of Owner/Operator

Signature

Print Name

Title

Date

Pacific Gas and Electric Company

Signature

Print Name

Title

Date



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT**
Attachment A
Documents and Declaration

A. Additional Documentation

The MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Butte County MHP Rebuild Program:

1. The MHP Owner/Operator must provide a copy of a valid operating license from the governmental entity with relevant authority; (Required)
2. The MHP Owner/Operator must provide a copy of the Final Sign-off (FSO) from the governmental entity with relevant authority; (Required)

Please attach copies of the above required documents to this page (Attachment A – Required Documents) of the Butte County MHP Rebuild Program Agreement

B. Declaration of Non-Condemnation

As requested by PG&E, all MHPs participating in the MHP Rebuild Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.

I, _____, (print name of authorized signatory)
declare under penalty of perjury under the laws of the State of California that I am
authorized to execute this document on behalf of the MHP Owner/Operator and declare
that the Mobilehome Park is not subject to any enforceable condemnation order or to
pending condemnation proceedings.

Name of Mobilehome Park

Authorized Signature

Company Name of Owner/Operator

Print Name

Date

Title



BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment B
Contractor Selection

MHP Owner/Operator shall select a qualified, licensed contractor to perform “Beyond-the-Meter” work to MH-Spaces and shall consult and coordinate with PG&E on such selection and provide information about the selected contractor below.

Selection of the contractor shall be based on the “most cost-effective option.” PG&E reserves the right to review the reasonableness of the bids received by the MHP Owner/Operator to perform the “Beyond-the-Meter” work. PG&E encourages consultation and coordination between the Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

If PG&E and the MHP Owner/Operator fail to agree upon the qualifications of the contractor, the CPUC’s Safety and Enforcement Division (SED) will be consulted to resolve the dispute.

In all instances, the work performed by the contractor must meet PG&E’s current standards as specified in the Utility’s Electric and/or Gas Service Requirement manual and have approval from applicable governing inspection authority(ies).

- Contractor Name: _____
- State Contractor License #: _____
- Contact Person: _____
- Title: _____
- Address: _____
- City: _____ State _____ ZIP: _____
- Day Phone: _____
- Cell Phone: _____
- Fax: _____
- Email Address _____
- Total Estimated Cost to Perform all “Beyond-the-Meter”
work for the MHP (See Attachments C) \$ _____



BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment B
Contractor Selection

Secondary Contractor (if required)

- Contractor Name: _____
- State Contractor License #: _____
- Contact Person: _____
- Title: _____
- Address: _____
- City: _____ State _____ ZIP: _____
- Day Phone: _____
- Cell Phone: _____
- Fax: _____
- Email Address _____
- Total Estimated Cost to Perform all "Beyond-the-Meter"
work for the MHP (See Attachments C) \$ _____



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Rebuild Project**

MHP Owner/Operator: _____

Project Name: _____

Address: _____

PG&E is offering the Butte County MHP Rebuild Program to rebuild directly served electric and/or gas distribution service within an eligible Mobilehome Park or Manufactured Housing Communities ("MHP") in Butte County, to direct PG&E service for each individual space within MHP.

PG&E direct service (check one)

☐ Electric Only

☐ Gas Only

☐ Electric & Gas

The number of MH-Spaces that will be eligible for conversion to direct PG&E service under the MHP Rebuild Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of permitted residential MH-Space spaces identified on HCD's website. PG&E will include with the MHP Rebuild Program additional reasonable services for common use areas identified in Table C-1 within the MHP that will be served under commercial rate schedules and any eligible habitable/useable structure on the property.

Any service modifications and associated costs beyond what is being provided by the MHP Rebuild Program will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the Program. Any additional common use area meters and services that are not provided by the program will be designed and installed under the guidance of the Service Relocation and Rearrangement section of Gas and Electric Rule 16.

Table C.-1 Illustrate the financially responsible party for the "To-the-Meter" and "Beyond-the-Meter" services under the Program

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment C

Estimated Costs for MHP Rebuild Project

Table C-1

	"To-the-Meter" Facilities and Equipment installed by PG&E Financially Responsible Party			"Beyond-the-Meter" Facilities and Equipment installed by Contractor Financially Responsible Party		
	Covered by MHP Rebuild Program	Rebuild Owner/ Operator	Requesting MH Owner	Reimbursed by MHP Rebuild Program	Rebuild Owner/ Operator	Requesting MH Owner
Service to Individual MH-Spaces (Beyond the meter reimbursement is limited to meter pedestals.)	X			X		
Service to Common Use Areas* and any habitable/useable structure on the property.	X				X	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes where the MHP lots are owned by the resident residing on the lot**.			X			X
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space where the lots are not owned by the resident residing on the lot (leased or rented spaces).		X			X	
* Common Areas include laundry facilities, swimming pools, car wash stations, offices, pumphouses and club houses. Common Areas do not include new facilities such as commercial facilities, any non-HCD permitted residential facilities (such as new apartments, houses and bungalows), and any agricultural related facilities. ** This condition applies unless the MHP Owner/Operator can prove that a PG&E service >100 amperes was previously installed and in service prior to the Camp Fire.						



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Rebuild Project**

A. PG&E's Estimated "To-the-Meter" Project Costs Not Covered by the MHP Rebuild Program (To be completed by PG&E¹)

**Costs Not Covered
by the MHP Rebuild
Program**

Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, and surface repair activities [Project Cost to design and install "To-the-Meter" Facilities for the MHP]

\$ _____

Electric System – Includes, but is not limited to, installation of cables, switches, transformers, SmartMeters™, conduits and substructures, and other facilities required to complete the distribution and service line extensions.[Service upgrades or rearrangements requested on behalf of the MHP Owner/Operator not covered by the MHP Rebuild Program]

\$ _____

Gas System – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions. [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Rebuild Program]

\$ _____

Other – Includes, but is not limited to, easement estimate, SmartMeter™ network upgrade, and other cost associated with the project.

\$ _____

PG&E's Total Estimated "To-the-Meter" Project Costs Not Covered by the MHP Rebuild Program

\$ _____

¹ Service Upgrades beyond what is being provided by the program are listed on Attachment C.



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment C

Estimated Costs for MHP Rebuild Project

B. MHP Owner/Operator's "Beyond-the-Meter" Project Costs (To be completed by the MHP Owner/Operator, Attach Contractor's Job Estimate to Attachment C)

	Cost Covered by the MHP Rebuild Program	Costs Not Covered by the MHP Rebuild Program²
Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.		
Materials:	\$ _____	\$ _____
Labor:	\$ _____	\$ _____
Electric System – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.		
Materials:	\$ _____	\$ _____
Labor:	\$ _____	\$ _____
Gas System – Includes, but is not limited to, houseline plumbing from the PG&E riser to the customer connection including labor and materials		
Materials:	\$ _____	\$ _____
Labor:	\$ _____	\$ _____
Other – Includes, but is not limited to, permits as provided by contractor	\$ _____	\$ _____
	=====	=====
MHP Owner/Operator's Total Estimated "Beyond-the-Meter" Project Costs	\$ _____	\$ _____
C. Estimated Cost for MHP Rebuild Project (A + B)	\$ _____	\$ _____
D. Number of MH-Spaces	_____	
E. Average Cost per MH-Space	\$ _____	\$ _____

² Provided breakdown of charges not covered by the program on Attachment C



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment D

Costs That the MHP Owner/Operator is Responsible for that is Not Covered Under the MHP Rebuild Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Any service modifications and associated costs beyond what is being provided by the MHP Rebuild Program as described in this Agreement will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. Request for additional common use area meters and services that are not provided by the Program, but approved by PG&E, will be designed under the guidance of the Utilities' Rules for Service Relocation and Rearrangement. Service modifications and relocations for MH-Spaces in a MHP where the lots are not owned by the resident residing on the lot (leased or rented spaces), must be requested by and is the responsibility of the MHP Owner/Operator.

The following service modifications have been requested by the MHP Owner and/or the MHP resident(s) (If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.)

A. Total Amount Due from MH Residents where the MHP lots are owned by the resident for Service Modification and/or service not covered by the MHP Rebuild Program

1. Amount Due from MHP Owner/Operator to PG&E

- Amount due to PG&E for "To-the-Meter" work not covered by the Program \$ _____
- Amount due to PG&E for "To-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas \$ _____

2. Amount Due from MHP Owner/Operator to the Contractor

- Amount due to the Contractor for "Beyond-the-Meter" Work for Common Use Areas \$ _____
- Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas \$ _____

3. Total amount due from MHP Owner/Operator for service modifications not covered by the MHP Rebuild Program

\$ _____



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment D

Costs That the MHP Owner/Operator is Responsible for that is Not Covered Under the MHP Rebuild Program

Itemized Service Modifications or other services not covered by the MHP Rebuild Program
(Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it
may be substituted for this sheet.

"To-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment D

Costs That the MHP Owner/Operator is Responsible for that is Not Covered Under the MHP Rebuild Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities, where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rules and Regulations. These modifications, and associated costs, would be the responsibility of the requesting MH resident and will be handled under PG&E's current applicable Tariffs. All other requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Rebuild Program must be made by the MHP Owner/Operator and documented in Attachment D.

The MHP Owner/Operator is responsible to collect any and all fees associated with service modifications that were requested on behalf of the MH residents where the MHP lots are owned by the resident and forward those payments to PG&E with this Agreement.

- A. Total Amount Due by MH Residents where the MHP lots are owned by the resident for Service Modification and/or Services not covered by the Program.

1. Amount Due from MH Residents to PG&E

- Amount due to PG&E for "To-the-Meter" work not covered by the MHP Rebuild Program.

\$ _____

2. Amount Due from MH Residents to the Contractor

- Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MH Residents.

\$ _____

3. Total Owned by MH Residents for the MHP Rebuild Program

\$ _____



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment E

Costs That the MH Owner is Responsible for that is Not Covered Under the MHP Rebuild Program

Itemized Service Modifications or other services not covered by the MHP Rebuild Program
(Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

"To-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost



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Advice 4558-G
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

January 24, 2022
January 24, 2022



GAS TABLE OF CONTENTS

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62-4501	Abolving Service Agreement	29989-G
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(T)

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52516-E	Electric Sample Form 79-1151B APPLICATION Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less Sheet 1	51231-E
52517-E	Electric Sample Form No. 79-1151B-02 Application - Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less Sheet 1	51232-E
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52523-E	Electric Sample Form No. 79-1193-02 Agreement and Customer Authorization Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification Sheet 1	52225-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
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San Francisco, California

Cal. P.U.C. Sheet No. 52514-E
Cal. P.U.C. Sheet No. 51227-E

Generating Facility Interconnection Agreement (Multiple Tariff)

<i>Submitted</i>	<u>January 24, 2022</u>
<i>Effective</i>	<u>January 24, 2022</u>
<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 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.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

11. ASSIGNMENT

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

12. NON-WAIVER

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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)

16. SIGNATURES

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

PACIFIC GAS AND ELECTRIC COMPANY

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



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

APPENDIX A

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

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



**GENERATING FACILITY
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 4558-G/6476-E
January 2022

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

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

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

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

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

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

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



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

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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



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

**APPENDIX I
(If Applicable)**

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

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

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

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

And during the hours of _____

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

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

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

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

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

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



Electric Sample Form No. 79-1151A-02

Sheet 1

Agreement And Customer Authorization Net Energy Metering (NEM2)
Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

**Please Refer to Attached
Sample Form**



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

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

IMPORTANT NOTES:

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

Part I – Generating Facility Information and Responsible Parties

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

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

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

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

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

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

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

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

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

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

Company Name	Contact Person
Contact Phone Number	Email

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

Please complete this agreement in its entirety

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

Page 1 of 7
Form 79-1151A-02
Advice 4558-G/6476-E
January 2022



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

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

Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

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

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

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

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

B. Generator System Sizing

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

Generator System Type: ☐ Solar ☐ Wind ☐ Both

Estimated Annual Production:

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

Estimated Annual Energy Usage:

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

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

Net Generation:

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

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

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

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

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

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

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

Part III – Rate Selection

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

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

☐ Stay on existing rate

☐ Requested new rate _____

Part IV – Interconnection Agreement Provisions

A. Applicability

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

B. Permission to Operate

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

C. Safety

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

D. Safe Operation of your Generating Facility

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

E. AC Disconnect Switch

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

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



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

F. Rate

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

G. NEM2 Billing

The Customer's meter separately measures exports and imports.

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

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

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

H. Net Surplus Compensation (NSC)

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

I. Limitation of Liability

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

J. Governing Law

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

K. Governing Authority

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

L. Term of Agreement

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

M. Meter Access

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



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

N. Stale Agreements

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

O. CEC Listed

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

P. Warranties or Service Agreements

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

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

Q. Smart Inverters

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

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

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

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

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

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

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

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

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

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



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

Part V – Signature

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

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

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

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

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

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I authorize PG&E to release any and all information contained in this application, and addendum if applicable, for interconnection to the State Entities identified in this Part V without further notification or consent.
- 4) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 5) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E's Electric Rule 21.

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

(Signature)

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

(Date)

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

Please complete this agreement in its entirety

Automated Document, Preliminary Statement, Part A.

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January 2022



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

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



Electric Sample Form 79-1151B

Sheet 1

APPLICATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30
Kilowatts Or Less

**Please Refer to Attached
Sample Form**



APPLICATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- For a non-exporting Generating Facility, RES-BCT facility, or NEM Generating technologies other than 30 kW or less solar or wind, Customers must submit the online Form 79-974 available at www.pge.com/gen.

Part I – Generating Facility Information and Responsible Parties

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

Electric Service Agreement ID*

Meter Number*

Is there an electric vehicle charging on site at the above service address? ☐ Yes ☐ No

If yes, please indicate how many electric vehicles _____

B. Interconnection Application Type (check one):

- ☐ New NEM Generating Facility interconnection at an existing PG&E service.
- ☐ Modify existing PG&E approved Generating Facility interconnection (adding/removing/replacing equipment).
 - Must provide a Custom Single-Line Drawing (SLD) showing the original system and the modified system.
- ☐ New interconnection in combination with a new service.
 - An Application for Service must be completed. Additional fees may be required if a service or line extension is required in accordance with PG&E Electric Rules 15 and 16. Please contact PG&E at 1-800-PGE-5000.
 - If this account will be established in a new subdivision, attach a list of lots/addresses and provide the following:

Developer Name

Development Name

C. System Owner (check one):

- ☐ PG&E Customer Owned

If PG&E Customer Owned, please answer the following:

Property Assessed Clean Energy (PACE) Financed? ☐ Yes ☐ No

Indicate the System Cost paid by Customer: \$ _____

PACE financed by which entity? _____

If you have non-PACE financing or a lease, please fill in the information below.

Financial Institution/Lessor Name

Financial Institution/Lessor Address

City

State

Zip

- ☐ Third Party Owned

If Third Party Owned, please answer the following:

Claimed Federal Investment Tax Credit (ITC) Cost Basis: \$ _____

Name of Developer at the time of sale: _____

Contract Type: ☐ PPA ☐ Lease ☐ Pre-Paid Lease ☐ Other _____

Please complete this agreement in its entirety

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



APPLICATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

D. Rebate Information:

Did you participate in a California rebate program? ☐ Yes ☐ No

Please indicate the rebate program that you participated in: _____

Rebate Amount: \$ _____

Part I – Generating Facility Information and Responsible Parties – Continued

E. Contractor Information (List who is installing the system): ☐ Check this box if self-installed

Company Name _____ California Contractors State License Number _____

Company Address _____ Phone Number _____

Email _____

Home Improvement Salesperson (HIS) Registration Number Information

Was a Home Improvement Salesperson (HIS) involved in the development of your project?

☐ Yes ☐ No

California Public Utilities Commission Decision 21-02-026 requires “the Home Improvement Salesperson (HIS) registration number of solar providers who are required to have a HIS registration number, while enabling solar providers who are not required to have a HIS registration number to indicate they are exempt and to instead provide the applicable contractor’s license.”

If you checked “Yes” above:

Please provide the Home Improvement Salesperson (HIS) registration number below.

Home Improvement Salesperson (HIS) registration number: _____

F. Preparer of this Application (if not the PG&E Customer, the Preparer must be authorized to act on behalf of the Customer on the Interconnection Agreement and Customer Authorization Form 79-1151A):

Company Name _____ Preparer Name _____ Date Prepared _____

G. Customer Impacted by a Natural or Man-Made Disaster

Customers who were taking service on the NEM tariff prior to the total or partial destruction of their system have the option to resume service on the same NEM tariff if a request for reapplication is received within two years from the date of destruction. To be eligible for this provision, all the following must be true:

1. You are the same PG&E customer of record pre-system destruction
2. You are now reapplying with a system that is sized to your most recent 12 months usage, or estimated usage that is determined by building size¹ (if applicable)
3. You are not operating the new (either completely new or partially new) system without written permission from PG&E

¹Building Size Calculation: Sq Ft X 3.23. Note: 2 watts/sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32



APPLICATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

4. Your NEM Transition Period has not expired at the time of reapplication (see NEM Tariff)

Based on the above, select the appropriate box (check one):

- ☐ I am a Customer who was impacted by a Natural or Man-Made Disaster as described in the NEM Tariffs and the above statements are true. I will submit my application online at yourprojects.pge.com and will include the complete system currently onsite on the single line diagram. If my previous system was destroyed, I will also state this on the single line diagram.
- ☐ I am either ineligible for this provision or this provision does not apply to my application. In either case, I will submit my application online at yourprojects.pge.com.

Part II – Description of the Generating Facilities

A. Variances from Distribution Interconnection Handbook (DIH) and Greenbook Requirements (check one):
Generating Facilities must meet the DIH and Greenbook requirements, available at www.pge.com/dih and www.pge.com/greenbook. A Variance Request must be submitted with the application for deviations, i.e. line-side tap, AC Disconnect > 10 ft from PG&E meter. (See Part III Section B for information on submitting Variance Request)

- ☐ The project meets the DIH and Greenbook Requirements and does not require a Variance Request.
- ☐ The project deviates from the DIH and Greenbook Requirements and I will include a Variance Request.

Note: Customers with Non-certified inverters or whose aggregate Generating Facility capacity exceeds 15% of the peak load on the distribution line section (or do not meet other Initial Review screens as described in Electric Rule 21) require a Supplemental Review which may result in further study, additional equipment, and/or other requirements. Customers will be notified if a Supplemental Review is required.

Part II – Description of the Generating Facilities – Continued

B. Photovoltaic (PV) Generating Facility Information

To avoid application processing delays, the manufacturer and model numbers provided should be the same as they appear on the Go Solar California website: <https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists>.

- B.1 Mounting Method:** ☐ Rooftop ☐ Ground ☐ Mixed
- B.2 Tracking Type:** ☐ Fixed ☐ Single-Axis ☐ Dual-Axis ☐ Mixed

If fixed, please indicate: Tilt: _____ degrees Azimuth: _____ degrees

B.3 Are Performance Monitoring and Reporting Services (PMRS) being utilized? ☐ Yes ☐ No

Who is receiving the data (check all that apply): ☐ Customer

☐ Third Party (list name) _____

B.4 Photovoltaic Generator 1:

Please complete this agreement in its entirety



APPLICATION

Net Energy Metering Interconnection

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

Inverter Manufacturer	Model Number	Nameplate Rating kW/unit	CEC ^B Rating kW/unit	Output Voltage	1 or 3 Phase	Qty
PV Panel Manufacturer	Model Number	Nameplate Rating kW/unit	PTC ^C Rating kW/unit	Total Nameplate Capacity kW		Qty

B.4 Photovoltaic Generator 2:

Inverter Manufacturer	Model Number	Nameplate Rating kW/unit	CEC Rating kW/unit	Output Voltage	1 or 3 Phase	Qty
PV Panel Manufacturer	Model Number	Nameplate Rating kW/unit	PTC Rating kW/unit	Total Nameplate Capacity kW		Qty

C. Wind Turbine Generating Facility Information

- ☐ Check this box if the inverter is incorporated in the wind turbine. Then complete the Wind Turbine information below and identify the following: Output Voltage: _____(volts); Phase Type: ☐ 1 ☐ 3

Part II – Description of the Generating Facilities – Continued

Inverter Manufacturer	Model Number	Nameplate Rating kW/unit	CEC Rating kW/unit	Output Voltage	1 or 3 Phase	Qty
Wind Turbine Manufacturer	Model Number	Nameplate Rating kW/unit	CEC Rating kW/unit	Total Nameplate Capacity kW		Qty

D. AC Disconnect Switch

- ☐ Check this box if no A/C Disconnect Switch is applicable. See Part III, Section C for requirements.

AC Disconnect Manufacturer	Model Number	Rating (amps)	Qty

If applicable, is/are the AC Disconnect(s) less than 10 ft. of the PG&E electric meter? ☐ Yes ☐ No

^A California Energy Commission (CEC) ratings are available at www.consumerenergycenter.org

^C PTC: PVUSA Test Conditions. PTC ratings are available at www.consumerenergycenter.org

Please complete this agreement in its entirety

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

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



APPLICATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

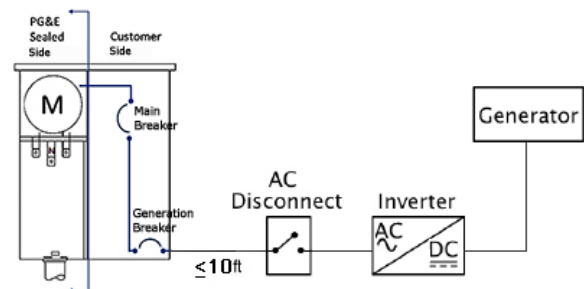
Note: PG&E's Electric and Gas Service Requirements, also known as the "Greenbook" requires the AC Disconnect Switch to be located 10 feet or less from PG&E's electric revenue meter at the point of common coupling or interconnection and easily seen from the panel. If the AC Disconnect Switch is greater than 10 feet or there is more than one AC Disconnect, a variance request must be submitted as outlined in Part II, Section A.

E. Basic Single-Line Diagram (SLD) for Solar Projects (check one):

- ☐ I certify that the SLD below and the PV equipment information in Part II accurately represents the Customer's service, the Generating Facility (and that there are no other Generator Facility(ies)) connected to the service, and the project does not require a Variance Request.

Utility Service: (if using the SLD to the right)

Panel Voltage (volts)	Main Breaker (amps)	PV Breaker Size (amps)



- ☐ I will submit a custom SLD for one or more of the following reasons: there is/are existing Generating Facility(ies) connected to the service, I am modifying an existing Generating Facility, the Basic SLD does not accurately reflect the project, or I am submitting a Variance Request.
(See Part III Section D for Custom SLD details.)

F. Service Panel Short Circuit Interrupting Rating (SCIR) (for total inverter nameplate ratings larger than 11 kW):

SCIR of the service panel connected to this Generating Facility: _____ watts



APPLICATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part III – Interconnection Guidelines and Document Information

Note: Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEM customers. Please contact Electric Generation Interconnection department at 415-972-5676 or email gen@pge.com if the proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland where the zip code is 94607 or 94612.

A. Documents

In addition to this NEM Interconnection Application, the documents listed below are needed to ensure safe and reliable operation of PG&E's Distribution System and to confirm that Customer's interconnection has been performed in accordance with PG&E's tariffs. Additional forms are available on PG&E's website at www.pge.com/standardnem.

Required Documents

- Net Energy Metering (NEM) Interconnection Agreement for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less and Customer Authorization Form 79-1151A.
- Copy of the final, signed, jurisdiction approval (building permit) for Customer's Generating Facility.

Additional Documents (if applicable)

- Variance Request (if project deviates from requirements in Part II Section A).
- Custom Single-Line Diagram (SLD) (if project does not meet Part II Section E basic SLD requirements).

Documents and requirements other than those listed above and/or fees *may* be required depending on the specifics of the planned Generating Facility.

B. Variance Request (if applicable)

The Customer or the Customer's Contractor can request a Variance Request review from PG&E if the project is unable to meet the requirements described in the Distribution Interconnection Handbook and Greenbook, available at www.pge.com/dih and www.pge.com/greenbook. The Variance Request must be submitted with the Interconnection Application and include the following.

1. Description of the proposal for which the Customer is requesting approval.
2. Customer name and project address.
3. Copy of the Custom Single Line Diagram or electrical drawings (Include the equipment, location, and/or distances for the proposed work).
4. Color photos of the Customer's area or section for the proposed work.
5. Manufacturer specification drawings for unapproved equipment that the Customer is requesting an approval.

C. AC Disconnect Switch Guidelines

PG&E recommends that customers installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). The AC Disconnect Switch provides the additional benefit of allowing PG&E to isolate the Customer's generator from the utility's Distribution System without having to interrupt service to the customer's facility or residence.

Customers **are not required** to include an AC Disconnect Switch when the facility has a single-phase self-contained electric revenue meter (i.e. 0-320 amp panel). However, if the Customer does not install an AC Disconnect Switch, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence.

An AC Disconnect Switch **is required** for a Customer with:

- Inverter-based interconnections having a three-phase self-contained meter or a transformer-rated meter (i.e. all meter panels or switchboards employing the use of potential and current transformers).
- Non-inverter based generators, including rotating or machine-based generators - irrespective of whether the service meter configuration is transformer-rated or self-contained.



APPLICATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

- Inverter and non-inverter based generators that do not have overcurrent protection at the point of interconnection.

Part III – Interconnection Guidelines and Document Information – Continued

D. Custom Single-line Diagram (SLD) (if applicable)

The Custom SLD must include the information below for identified equipment.

1. Manufacturer, model number, nameplate rating, quantity:
 - a) Inverter(s), PV or wind turbine generators, AC Disconnect Switch, generation output meter and instrument transformers.
2. Electrical rating and operating voltages:
 - a) Service panel, circuit breaker, and other Generating Facility protective devices
3. Location of:
 - a) Customer's loads relative to the Generating Facility, and the interconnection with PG&E's Distribution System.
 - b) AC Disconnect Switch.
4. Description of how the power output from the inverter is connected to the main service panel via a branch breaker. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is based on the total nameplate rating of the inverter.

E. Governing Authority. 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.

Please submit the Agreement and Customer Authorization and Application online at www.pge.com/standardnem.



Electric Sample Form No. 79-1151B-02

Sheet 1

Application - Net Energy Metering (NEM2) Interconnection For Solar And/Or
Wind Electric Generating Facilities Of 30 Kilowatts Or Less

**Please Refer to Attached
Sample Form**



APPLICATION

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

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- For a non-exporting Generating Facility, RES-BCT facility, or NEM2 Generating technologies other than 30 kW or less solar or wind, Customers must submit the online Form 79-1174-02 available at www.pge.com/gen.

Part I – Generating Facility Information and Responsible Parties

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

Electric Service Agreement ID*

Meter Number*

B. Interconnection Application Type (check one):

- ☐ New NEM2 Generating Facility interconnection at an existing PG&E service.
- ☐ Modify existing PG&E approved Generating Facility interconnection (adding/removing/replacing equipment).
- Must provide a Custom Single-Line Drawing (SLD) showing the original system and the modified system.

C. System Owner (check one):

- ☐ PG&E Customer Owned

If PG&E Customer Owned, please answer the following:

Property Assessed Clean Energy (PACE) Financed?

☐ Yes

☐ No

PACE financed by which entity? _____

Indicate the System Cost paid by Customer: \$ _____

If you have non-PACE financing or a lease, please fill in the information below.

Financial Institution/Lessor Name _____

Financial Institution/Lessor Address _____

City _____

State _____

Zip _____

- ☐ Third Party Owned

If Third Party Owned, please answer the following:

Claimed Federal Investment Tax Credit (ITC) Cost Basis: \$ _____

Name of Developer at the time of sale: _____

Contract Type: ☐ PPA ☐ Lease ☐ Pre-Paid Lease ☐ Other _____

D. Rebate Information:

Did the Customer participate in a California rebate program? ☐ Yes ☐ No

Please indicate the rebate program that you participated in: _____

Rebate Amount: \$ _____

Please complete this agreement in its entirety

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

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Automated Document, Preliminary Statement, Part A.

Page 1 of 7
Form 79-1151B-02
Advice 4558-G/6476-E
January 2022



APPLICATION

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

Part I – Generating Facility Information and Responsible Parties – Continued

E. **Contractor Information** (List who is installing the system): ☐ Check this box if self-installed

Company Name _____ California Contractors State License Number _____
Street Address _____ City _____ State _____ Zip _____
Email _____ Phone Number _____

Home Improvement Salesperson (HIS) Registration Number Information

Was a Home Improvement Salesperson (HIS) involved in the development of your project?

☐ Yes ☐ No

California Public Utilities Commission Decision 21-02-026 requires “the Home Improvement Salesperson (HIS) registration number of solar providers who are required to have a HIS registration number, while enabling solar providers who are not required to have a HIS registration number to indicate they are exempt and to instead provide the applicable contractor’s license.”

If you checked “Yes” above:

Please provide the Home Improvement Salesperson (HIS) registration number below.

Home Improvement Salesperson (HIS) registration number: _____

F. **Preparer of this Application** (if not the PG&E Customer, the Preparer must be authorized to act on behalf of the Customer on the Interconnection Agreement and Customer Authorization Form 79-1151-02A):

Company Name _____ Preparer Name _____ Date Prepared _____

Part II – Description of the Generating Facilities

A. **Variances from Distribution Interconnection Handbook (DIH) and Greenbook Requirements** (check one):
Generating Facilities must meet the DIH and Greenbook requirements, available at www.pge.com/dih and www.pge.com/greenbook. A Variance Request must be submitted with the application for deviations, i.e. line-side tap, AC Disconnect > 10 ft from PG&E meter. (See Part III Section B for information on submitting Variance Request)

- ☐ The project meets the DIH and Greenbook Requirements and does not require a Variance Request.
☐ The project deviates from the DIH and Greenbook Requirements and I will include a Variance Request.

B. Photovoltaic (PV) Generating Facility Information

To avoid application processing delays, the manufacturer and model numbers provided should be the same as they appear on the Go Solar California website: <https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists>.

B.1 Mounting Method: ☐ Rooftop ☐ Ground ☐ Mixed
B.2 Tracking Type: ☐ Fixed ☐ Single-Axis ☐ Dual-Axis ☐ Mixed

Please complete this agreement in its entirety



APPLICATION

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

If fixed, please indicate: Tilt: _____ degrees Azimuth: _____ degrees

B.3 Are Performance Monitoring and Reporting Services (PMRS) being utilized? ☐ Yes ☐ No

Who is receiving the data (check all that apply): ☐ Customer

☐ Third Party (list name) _____



APPLICATION

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

Part II – Description of the Generating Facilities – Continued

B.4 Photovoltaic Generator 1:

Inverter Manufacturer	Model Number	Nameplate Rating kW/unit	CEC ^A Rating kW/unit	Output Voltage	1 or 3 Phase	Qty
PV Panel Manufacturer	Model Number	Nameplate Rating kW/unit	PTC ^B Rating kW/unit	Total Nameplate Capacity kW		Qty

B.4 Photovoltaic Generator 2:

Inverter Manufacturer	Model Number	Nameplate Rating kW/unit	CEC Rating kW/unit	Output Voltage	1 or 3 Phase	Qty
PV Panel Manufacturer	Model Number	Nameplate Rating kW/unit	PTC Rating kW/unit	Total Nameplate Capacity kW		Qty

C. Wind Turbine Generating Facility Information

- ☐ Check this box if the inverter is incorporated in the wind turbine. Then complete the Wind Turbine information below and identify the following: Output Voltage: _____(volts); Phase Type: ☐ 1 ☐ 3

Inverter Manufacturer	Model Number	Nameplate Rating kW/unit	CEC Rating kW/unit	Output Voltage	1 or 3 Phase	Qty
Wind Turbine Manufacturer	Model Number	Nameplate Rating kW/unit	CEC Rating kW/unit	Total Nameplate Capacity kW		Qty

D. AC Disconnect Switch

- ☐ Check this box if no A/C Disconnect Switch is applicable. See Part III, Section C for requirements.

AC Disconnect Manufacturer	Model Number	Rating (amps)	Qty

If applicable, is/are the AC Disconnect(s) within 10 ft. of the PG&E electric meter? ☐ Yes ☐ No

Note: PG&E's Electric and Gas Service Requirements, also known as the "Greenbook" requires the AC Disconnect Switch to be located 10 feet or less from PG&E's electric revenue meter at the point of common coupling or interconnection and easily seen from the panel. If the AC Disconnect Switch is greater than 10 feet or there is more than one AC Disconnect, a variance request must be submitted as outlined in Part II, Section A.

^A California Energy Commission (CEC) ratings are available at www.consumerenergycenter.org

^B PTC: PVUSA Test Conditions. PTC ratings are available at www.consumerenergycenter.org

Please complete this agreement in its entirety

APPLICATION

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

Part II – Description of the Generating Facilities – Continued

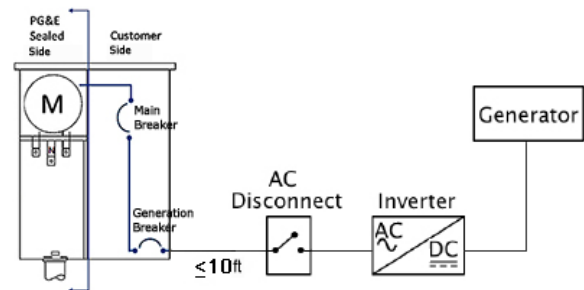
E. Basic Single-Line Diagram (SLD) for Solar Projects (check one):

☐ I certify the following:

- 1) SLD below and the PV equipment information in Part II accurately represents the Customer's service,
- 2) the Generating Facility (and that there are no other Generator Facility(ies)) connected to the service, and
- 3) the project does not require a Variance Request.

Utility Service: (if using the SLD to the right)

Panel Voltage (volts)	Main Breaker (amps)	PV Breaker Size (amps)



☐ I will submit a custom SLD for one or more of the following reasons: there is/are existing Generating Facility(ies) connected to the service, I am modifying an existing Generating Facility, the Basic SLD does not accurately reflect the project, or I am submitting a Variance Request.
(See Part III Section D for Custom SLD details.)

F. Service Panel Short Circuit Interrupting Rating (SCIR) (for total inverter nameplate ratings larger than 11 kW):

SCIR of the service panel connected to this Generating Facility: _____ amps

G. Customer Impacted by a Natural or Man-Made Disaster

Customers who were taking service on the NEM 2 tariff prior to the total or partial destruction of their system have the option to resume service on the same NEM tariff if a request for reapplication is received within two years from the date of destruction. To be eligible for this provision, all the following must be true:

1. You are the same PG&E customer of record pre-system destruction
2. You are now reapplying with a system that is sized to your most recent 12 months usage, or estimated usage that is determined by building size^C (if applicable)
3. You are not operating the new (either completely new or partially new) system without written permission from PG&E
4. Your NEM Transition Period has not expired at the time of reapplication (see NEM 2 Tariff)

Based on the above, select the appropriate box:

- ☐ I am a Customer who was impacted by a Natural or Man-Made Disaster as described in the NEM Tariffs and the above statements are true. I will submit my application online at yourprojects.pge.com and will include the complete system currently onsite on the single line diagram. If my previous system was destroyed, I will also state this on the single line diagram.
- ☐ I am either ineligible for this provision or this provision does not apply to my application. In either case, I will submit my application online at yourprojects.pge.com.

^CBuilding Size Calculation: Sq Ft X 3.23. Note: 2 watts/sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32

APPLICATION

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

Part III – Interconnection Guidelines and Document Information

Note: Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEM2 customers. Please contact PG&E's Solar Customer Service Center at 877-743-4112, or email SNEMHelp@pge.com if the proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland where the zip code is 94607 or 94612.

A. Documents

In addition to this NEM2 Interconnection Application, the documents listed below are needed to ensure safe and reliable operation of PG&E's Electric System and to confirm that Customer's interconnection has been performed in accordance with PG&E's tariffs. Additional forms are available on PG&E's website at www.pge.com/standardnem.

Required Documents

- Net Energy Metering (NEM2) Interconnection Agreement for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less and Customer Authorization Form 79-1151-02A.
- Copy of the final, signed, jurisdiction approval (building permit) for Customer's Generating Facility.

Additional Documents (if applicable)

- Variance Request (if project deviates from requirements in Part II Section A).
- Custom Single-Line Diagram (SLD) (if project does not meet Part II Section E basic SLD requirements).

Documents and requirements other than those listed above and/or fees *may* be required depending on the specifics of the planned Generating Facility.

B. Variance Request (if applicable)

The Customer or the Customer's Contractor can request a Variance Request review from PG&E if the project is unable to meet the requirements described in the Distribution Interconnection Handbook and Greenbook, available at www.pge.com/dih and www.pge.com/greenbook. The Variance Request must be submitted with the Interconnection Application and include the following.

1. Description of the proposal for which the Customer is requesting approval.
2. Customer name and project address.
3. Copy of the Custom Single Line Diagram or electrical drawings (Include the equipment, location, and/or distances for the proposed work).
4. Color photos of the Customer's area or section for the proposed work.
5. Manufacturer specification drawings for unapproved equipment that the Customer is requesting an approval.

C. AC Disconnect Switch Guidelines

PG&E recommends that customers installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). The AC Disconnect Switch provides the additional benefit of allowing PG&E to isolate the Customer's generator from the utility's Electric System without having to interrupt service to the customer's facility or residence.

Customers **are not required** to include an AC Disconnect Switch when the facility has a single-phase self-contained electric revenue meter (i.e. 0-320 amp panel). However, if the Customer does not install an AC Disconnect Switch, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence.

An AC Disconnect Switch **is required** for a Customer with:

- Inverter-based interconnections having a three-phase self-contained meter or a transformer-rated meter (i.e. all meter panels or switchboards employing the use of potential and current transformers).
- Non-inverter based generators, including rotating or machine-based generators - irrespective of whether the service meter configuration is transformer-rated or self-contained.
-

APPLICATION

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

Part III – Interconnection Guidelines and Document Information - Continued

- Inverter and non-inverter based generators that do not have overcurrent protection at the point of interconnection.

D. Custom Single-line Diagram (SLD) (if applicable)

The Custom SLD must include the information below for identified equipment.

1. Manufacturer, model number, nameplate rating, quantity:
 - a) Inverter(s), PV or wind turbine generators, AC Disconnect Switch, generation output meter and instrument transformers.
2. Electrical rating and operating voltages:
 - a) Service panel, circuit breaker, and other Generating Facility protective devices
3. Location of:
 - a) Customer's loads relative to the Generating Facility, and the interconnection with PG&E's Electric System.
 - b) AC Disconnect Switch.
4. Description of how the power output from the inverter is connected to the main service panel via a branch breaker. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is based on the total nameplate rating of the inverter.

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

Please submit the Agreement and Customer Authorization and Application online at www.pge.com/standardnem.



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Revised
Cancelling Revised

Cal. P.U.C. Sheet No. 52518-E
Cal. P.U.C. Sheet No. 48645-E

ELECTRIC SAMPLE FORM 79-1162
RULE 21 DETAILED STUDY AGREEMENT

Sheet 1

**Please Refer to Attached
Sample Form**

Advice 6476-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted January 24, 2022
Effective January 24, 2022
Resolution _____

THIS DETAILED STUDY AGREEMENT ("AGREEMENT") is made and entered into this ____ day of _____, 20____ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Applicant,"), and Pacific Gas and Electric Company, a corporation, existing under the laws of the State of California, ("Distribution Provider "). Applicant and Distribution Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Distribution Provider, as a public utility in the State of California subject to the jurisdiction of the California Public Utilities Commission ("Commission"), provides non-discriminatory access to generating facilities wishing to interconnect to its Distribution System or Transmission System under the provisions of Rule 21 of its Tariffs; and

WHEREAS, Applicant is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Applicant dated _____; and

WHEREAS, Applicant desires to interconnect the Generating Facility with the Distribution System or Transmission System pursuant to the ☐ Independent Study Process, or ☐ Distribution Group Study Process [check one]; and

WHEREAS, the Applicant has requested Distribution Provider to perform Interconnection Studies to assess the system impact of interconnecting the Generating Facility to the Distribution System, Transmission System and any Affected Systems and to specify and estimate the cost of the equipment, engineering, procurement and construction work needed on the Distribution Provider's electric system to physically and electrically connect the Generating Facility to the Distribution Provider's Distribution System or Transmission System in accordance with Good Utility Practice;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Distribution Provider's Rule 21.
- 2.0 Applicant elects and Distribution Provider shall cause to be performed Interconnection Studies consistent with Section F.3.b of Rule 21 for Interconnection Requests evaluated under the Independent Study Process or Section F.3.c of Rule 21 for Interconnection Requests evaluated under the Distribution Group Study Process.
- 3.0 The scope of the Interconnection Studies shall be subject to the assumptions set forth in Attachments A and, if applicable, Attachment B to this Agreement.



-
- 4.0 The Interconnection Studies will be based upon the technical information provided by Applicant in the Interconnection Request, as may be modified as the result of the Scoping Meeting, or other permitted modifications in accordance with Section F.3.b or Section F.3.c of Rule 21, as applicable. Any technical data supplied by Applicant is assumed to be complete and accurate. Distribution Provider is not required to verify any information or data provided by Applicant as part of the Interconnection Studies. Distribution Provider reserves the right to request additional technical information from Applicant as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Studies. Applicant shall provide the requested technical information to Distribution provider within thirty (30) Calendar Days of a written request for such information. Distribution Provider may suspend the Interconnection Studies until such information is provided and the due date for completion of the Interconnection Studies may be adjusted to reflect the suspension period. If Applicant modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the Interconnection Studies may be modified as specified in Rule 21.
- 5.0 The Interconnection Study report for each Interconnection Study shall provide the information specified in Rule 21.
- 6.0 Applicant shall provide Interconnection Financial Security in accordance with Rule 21 Section F.4, including Section F.4.b which requires the Applicant to provide the initial Interconnection Financial Security on or before sixty (60) Calendar Days after being provided with the final Interconnection System Impact Study report or DGS Phase I Interconnection Study report, as applicable.
- 7.0 For Interconnection Requests evaluated under the Independent Study Process, unless the Parties agree to waive the Facilities Study in accordance with Section F.3.b.vii of Rule 21, Applicant shall submit to the Distribution Provider (1) the data required by the Distribution Provider within (i) five (5) Business Days following the Interconnection System Impact Study results meeting, or (ii) within twenty-five (25) Business Days of the issuance of the final Interconnection System Impact Study report if no Interconnection System Impact Study results meeting is held, and (2) the Facilities Study deposit, if required, within (i) ten (10) Business Days following the Interconnection System Impact Study results meeting, or (ii) within twenty five (25) Business Days of the issuance of the final Interconnection System Impact Study report if no Interconnection System Impact Study results meeting is held, in accordance with Section F.3.b.vi of Rule 21.

For Interconnection Requests evaluated under the Distribution Group Study Process, unless the Parties agree to waive the DGS Phase II Interconnection Study in accordance with Section F.3.c.ix of Rule 21, Applicant shall submit to the



Distribution Provider (1) the data required by the Distribution Provider within (i) five (5) Business Days following the DGS Phase I Interconnection Study results meeting, or (ii) within thirty (30) Calendar Days of the issuance of the final DGS Phase I Interconnection Study report if no DGS Phase I Interconnection Study results meeting is held, and (2) the DGS Phase II Interconnection Study deposit, if required, within thirty (30) Business Days of the issuance of the final DGS Phase I Interconnection Study report in accordance with Section F.3.c.viii of Rule 21.

- 8.0 Upon completion of the Interconnection Studies, Distribution Provider shall charge and Applicant shall pay the actual costs of the Interconnection Studies pursuant to Section E.3.a of Rule 21.
- 9.0 The Distribution Provider may provide copies of the Interconnection Studies results to the CAISO, an Affected System Operator and the Western Electricity Coordinating Council. Requests for review and input from any Affected System Operators or the Western Electricity Coordinating Council may arrive at any time prior to interconnection.
- 10.0 Substantial portions of technical data and assumptions used to perform the Interconnection Studies, such as system conditions, existing and planned generation, and unit modeling, may change, other than changes described in Section 4, after the Distribution Provider provides the Interconnection Studies results to the Applicant. Interconnection Studies results will reflect available data at the time the Distribution Provider provides the Interconnection Study reports to the Applicant. If new data is provided after Distribution Provider has begun work on the Interconnection Studies, Distribution Provider is not responsible for updating the Interconnection Studies to reflect new information or a change in information used in the Interconnection Studies. Distribution Provider may determine that a new study, or revision or reevaluation of the Interconnection Studies is required. In that event, Applicant shall either enter into a separate agreement providing that it shall reimburse Distribution Provider for the costs of such new or revised study or its Interconnection Request will be deemed withdrawn. The Distribution Provider shall not be responsible for any additional costs, including, without limitation, costs of new or additional facilities, system upgrades, or schedule changes, that may be required as a result of changes in such data and assumptions.
- 11.0 The Distribution Provider shall maintain records and accounts of all costs incurred in performing the Interconnection Studies in sufficient detail to allow verification of all costs incurred, including associated overheads. The Applicant shall have the right, upon reasonable notice, at the Distribution Provider's offices and at its own expense, to audit the Distribution Provider's records as necessary and as appropriate in order to verify costs incurred by the Distribution Provider.



RULE 21 DETAILED STUDY AGREEMENT

Any audit requested by the Applicant shall be completed, and written notice of any audit dispute provided to the Distribution Provider, within one hundred eighty (180) Calendar Days following receipt by the Applicant of the Distribution Provider's notification of the final costs of the Interconnection Studies.

- 12.0 In accordance with Section F.6 of Rule 21, the Applicant may withdraw its Interconnection Request at any time by written notice to the Distribution Provider. Upon receipt of such notice, this Agreement shall terminate, subject to the requirements of Section D.7 and E.3.a of Rule 21.
- 13.0 This Agreement shall become effective upon the date the fully executed Agreement and the Detailed Study deposit as required by Section E.3.a are received by the Distribution Provider. If the Distribution Provider does not receive the fully executed Agreement and Detailed Study deposit within thirty (30) Business Days after the scoping meeting pursuant to Section F.3.b of Rule 21 for Interconnection Requests evaluated under the Independent Study Process or, in the case of Interconnection Requests evaluated under the Distribution Group Study Process, the earlier of (i) thirty (30) Business Days after the scoping meeting or (ii) the start date of the DGS Phase I Interconnection Study pursuant to F.3.c of Rule 21, then the Interconnection Request will be deemed withdrawn.
- 14.0 Miscellaneous.
- 14.1 Dispute Resolution. Any dispute arising out of or in connection with the Agreement shall be subject to the dispute resolution provisions of Rule 21.
- 14.2 Confidentiality. Confidential Information shall be treated in accordance with Section D.7 of Rule 21.
- 14.3 Binding Effect. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 14.4 Conflicts. In the event of a conflict between the body of this Agreement and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.
- 14.5 Rules of Interpretation. This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this



Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any applicable laws and regulations means such applicable laws and regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article or Section of this Agreement or such Appendix to this Agreement, or such Section of Rule 21 or such Appendix to Rule 21, as the case may be; (6) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article Section, or other provision hereof or thereof; (7) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”.

- 14.6 Entire Agreement. This Agreement, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party’s compliance with its obligations under this Agreement.
- 14.7 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 14.8 Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.



Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by the Applicant shall not constitute a waiver of the Applicant's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

- 14.9 Headings. The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement
- 14.10 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 14.11 Amendment. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by both of the Parties.
- 14.12 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this Agreement by a written instrument duly executed by both of the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations.
- 14.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.
- 14.14 Assignment. This Agreement may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Applicant shall have the right to assign this Agreement, without the consent of the other Party, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Applicant will require any secured



RULE 21 DETAILED STUDY AGREEMENT

party, trustee or mortgagee to notify the other Party of any such assignment. Any financing arrangement entered into by the Applicant pursuant to this Section will provide that prior to or upon the exercise of the secured Party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the other Party of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

- 14.15 This Agreement is subject to the applicable provisions of PG&E's tariffs, including Rule 21, as filed and authorized by the California Public Utilities Commission ("CPUC"). This Agreement shall at all times be subject to such changes or modifications by the CPUC, as the CPUC may, from time to time, direct in the exercise of its jurisdiction.



RULE 21 DETAILED STUDY AGREEMENT

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Applicant]

By: _____

Printed Name: _____

Title: _____

Date: _____

Pacific Gas and Electric Company

By: _____

Printed Name: _____

Title: _____

Date: _____

RULE 21 DETAILED STUDY AGREEMENT

ATTACHMENT A

ASSUMPTIONS USED IN CONDUCTING THE INTERCONNECTION SYSTEM IMPACT STUDY OR DGS PHASE I INTERCONNECTION STUDY

The Interconnection System Impact Study or DGS Phase I Interconnection Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on _____, subject to any modifications in accordance with Section F.3.b or Section F.3.c, as applicable, of Rule 21, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Additional Comments:

ATTACHMENT B

DATA FORM TO BE PROVIDED BY APPLICANT

This Attachment B is to be used when Applicant opts for a Rule 21 interconnection at transmission voltage.

If applicable, this Attachment is to be provided prior to the commencement of the Interconnection Facilities Study or DGS Phase II Interconnection Study.

Generating Facility size (MW): _____

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new ring bus or existing Distribution Provider station. Number of generation connections: _____

On the one line diagram indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one line diagram indicate the location of auxiliary power. (Minimum load on CT/PT)
Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?
____ Yes ____ No

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? ____ Yes ____ No (Please indicate on one line diagram).

What type of control system or PLC will be located at Applicant's Generating Facility?

What protocol does the control system or PLC use?



RULE 21 DETAILED STUDY AGREEMENT

ATTACHMENT B

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

_____ Bus length
from generation to interconnection station:

_____ Line length from interconnection station to Distribution Provider's transmission line.

Tower number observed in the field. (Painted on tower leg)* _____

Number of third party easements required for transmission lines*:

* To be completed in coordination with Distribution Provider.

Is the Generating Facility in the Distribution Provider's service area?

_____ Yes _____ No Local provider: _____

Please provide proposed schedule dates:

Environmental survey start: Date _____

Environmental impact report submittal: Date _____

Procurement of project equipment: Date _____

Begin Construction Date: _____

Generator step-up transformer
receives back feed power Date: _____

Generation Testing Date: _____

Commercial Operation Date: _____



San Francisco, California

Cal. P.U.C. Sheet No. 52519-E
Cal. P.U.C. Sheet No. 51233-E

Sheet 1

(Continued)

<i>Submitted</i>	<u>January 24, 2022</u>
<i>Effective</i>	<u>January 24, 2022</u>
<i>Resolution</i>	

SOLAR (PV) TECHNOLOGY

Part I - Describing the Generating Facility and Host Customer's Electrical Facilities

Please complete the following table for the specific generator technology indicated.

Instructions				
Inverter	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
Please indicate the number of each "type" and quantity of Generator being installed Be sure all Generators classified as one "type" are identical in all respects. If only one type of Generator is to be used, only one column needs to be completed.				
A - Generator/Inverter Manufacturer Enter the brand name of the Generator.				
B - Generator/Inverter Model Enter the model name or number assigned by the manufacturer of the Generator.				
C - Generator/Inverter Software Version If this Generator's control and or protective functions are dependent on a software program supplied by the manufacturer of the equipment, please provide the version or release number for the software that will be used.				
D - Is the Generator/Inverter certified? Applicant has verified that all major solar system components are on the verified equipment list maintained by the California Energy Commission and other equipment, as determined by PG&E, has been verified by the customer as having safety certification from a nationally recognized testing laboratory. See PG&E's Rule 21, Section L for additional information regarding Generator certification.	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No	____ Yes ____ No

ATTACHMENT D

SOLAR (PV) TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
E - Modules.	Manufacturer Model #. Quantity	Manufacturer Model #. Quantity	Manufacturer Model #. Quantity	Manufacturer Model #. Quantity
F - Gross Nameplate Rating (kVA) This is the capacity value normally supplied by the manufacturer and stamped on the Generator's nameplate. This value is not required where the manufacturer provides only a kW rating. However, where both kVA and kW values are available, please indicate both.				
G - Operating Voltage This value should be the voltage rating designated by the manufacturer and used in this Generating Facility. Please indicate phase-to-phase voltages for 3-phase installations. See PG&E's Rule 21, Section H.2.b. and Table H.1., for additional information.				
H - Power Factor Rating This value should be the nominal power factor rating designated by the manufacturer for the Generator. See PG&E's Rule 21, Section H.2.i. for additional information.				
I - PF Adjustment Range Where the power factor of the Generator is adjustable, please indicate the maximum and minimum operating values. See PG&E's Rule 21, Section H.2.i.				
J - Wiring Configuration Please indicate whether the Generator is a single-phase or three-phase device. See PG&E's Rule 21, Section H.3.				

ATTACHMENT D

SOLAR (PV) TECHNOLOGY

Generator Information	Existing Generator type 1	Existing Generator type 2	New Generator type 1	New Generator type 2
K - AC Disconnect For systems requiring an AC Disconnect only, please include the requested information about the AC Disconnect. See PG&E's Rule 21, Section H.1.d	Manufacturer Model # Rating (amps)	Manufacturer Model # Rating (amps)	Manufacturer Model # Rating (amps)	Manufacturer Model # Rating (amps)
Located within 10 feet of the PG&E meter?	Yes No	Yes No	Yes No	Yes No
L - Lineside Tap Where is the point of interconnection in relation to the main breaker? PG&E has special requirements for a lineside tap. Contact PG&E at: Rule21Gen@PGE.com for more information.	Customer side PG&E side	Customer side PG&E side	Customer side PG&E side	Customer side PG&E side
N - Warranty or Service Agreement Applicant has verified that (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or (ii) have a 10-year service warranty or executed "agreement" ensuring proper maintenance and continued system performance.	Yes No	Yes No	Yes No	Yes No
O - Solar Ready Electric Panel Is the Generating Facility connecting to a circuit breaker on the supply side of the main breaker?	Yes No	Yes No	Yes No	Yes No
P - Green Meter Adapter (GMA) Will a GMA be installed?	Yes No	Yes No	Yes No	Yes No
Q - Distribution Interconnect Handbook (DIH) and Greenbook Requirements Does this interconnection meet the DIH and Greenbook Requirements	Yes No	Yes No	Yes No	Yes No
R - Gas Clearance Requirements Certify that this interconnection meets Greenbook Gas Clearance Requirements?	Yes No	Yes No	Yes No	Yes No

ATTACHMENT D

SOLAR (PV) TECHNOLOGY

S - Basic Single Line Diagram (SLD) If the interconnection is eligible to use a Basic SLD, please include the requested information.	Panel Voltage (Volts) Main Breaker (Amps) PV Breaker Size (Amps)	Panel Voltage (Volts) Main Breaker (Amps) PV Breaker Size (Amps)	Panel Voltage (Volts) Main Breaker (Amps) PV Breaker Size (Amps)	Panel Voltage (Volts) Main Breaker (Amps) PV Breaker Size (Amps)
T - Back-up Generator Operation Will the generator be operated as a back-up? If yes, please indicate the control device that will be used.	☐ Yes ☐ No ☐ Automatic Transfer Switch ☐ Contactor ☐ Breaker	☐ Yes ☐ No ☐ Automatic Transfer Switch ☐ Contactor ☐ Breaker	☐ Yes ☐ No ☐ Automatic Transfer Switch ☐ Contactor ☐ Breaker	☐ Yes ☐ No ☐ Automatic Transfer Switch ☐ Contactor ☐ Breaker
U - Limited Export Will the generator export be limited? If yes, please indicate how export will be limited.	☐ Yes ☐ No ☐ Power Control System (PCS) ☐ Relay ☐ Derated Inverter	☐ Yes ☐ No ☐ Power Control System (PCS) ☐ Relay ☐ Derated Inverter	☐ Yes ☐ No ☐ Power Control System (PCS) ☐ Relay ☐ Derated Inverter	☐ Yes ☐ No ☐ Power Control System (PCS) ☐ Relay ☐ Derated Inverter

Part II Solar Statistics Data Fields

Per Appendix A of CPUC D. 14-11-001, the following data fields must all be completed, in their entirety, in order to initiate PG&E's interconnection review of the proposed Generating Facility. *Only complete Part II if the solar generating facility is serving as part of a Net Energy Metering (NEM2) arrangement.*

A. Customer Sector (Check one)

- | | | |
|---|--------------------------------------|-------------------------------------|
| ☐ Residential | ☐ Educational | ☐ Industrial |
| ☐ Commercial | ☐ Military | ☐ Non-Profit |
| ☐ Other Government | | |



INTERCONNECTION APPLICATION (Form 79-1174-02)

ATTACHMENT D

SOLAR (PV) TECHNOLOGY

B. Are Performance Monitoring and Reporting Services (PMRS) being utilized?

☐ Yes ☐ No

If yes, please indicate who is receiving the data? (check all that apply)

☐ Customer

☐ 3rd Party (list name) _____

C. Are there electric vehicles charging on site at the above generating facility address?

☐ Yes ☐ No

If yes, please indicate how many electric vehicles _____

D. System Ownership and Financing

i. System Owner (check one):

☐ PG&E Customer Owned

If PG&E Customer Owned, please answer the following:

Indicate the System Cost paid by Customer: \$ _____

Property Assessed Clean Energy (PACE) Financed?

☐ Yes

☐ No

If Yes, PACE financed by which entity? _____

If you have non-PACE financing or a lease, please fill in the information below

Financial Institution/Lessor Name

Financial Institution/Lessor Address

City

State

Zip

☐ Third Party Owned

If Third Party Owned, please answer the following:

Claimed Federal Investment Tax Credit (ITC) Cost Basis: \$ _____

Name of Developer at the time of sale: _____

Contract Type:

☐ PPA

☐ Lease

☐ Pre-Paid Lease

☐ Other _____

ii. Rebate Information:

Did you participate in a California rebate program? ☐ Yes ☐ No

Please indicate the rebate program that you participated in: _____

Rebate Amount: \$ _____

If you are participating in the Single-family Affordable Solar Home (SASH) program, please provide SASH project number: _____



INTERCONNECTION APPLICATION (Form 79-1174-02)

ATTACHMENT D

SOLAR (PV) TECHNOLOGY

E. Additional Generating Facility Information (Solar PV Only)

i. Mounting Method: ☐ Rooftop ☐ Ground ☐ Mixed

ii. Tracking Type: ☐ Fixed ☐ Single-Axis ☐ Dual-Axis ☐ Mixed

If fixed, please indicate: Tilt: _____ degrees Azimuth: _____ degrees

F. Installer's/Vendor's California State Contractor License Number: _____

G. CPUC Consumer Protection Requirements Pursuant to Decision 21-06-026

a. Home Improvement Salesperson (HIS) Registration Number

Was a Home Improvement Salesperson (HIS) involved in the development of your project?

☐ Yes ☐ No

California Public Utilities Commission (CPUC) Decision 21-02-026 requires "*the Home Improvement Salesperson (HIS) registration number of solar providers who are required to have a HIS registration number, while enabling solar providers who are not required to have a HIS registration number to indicate they are exempt and to instead provide the applicable contractor's license.*"

If you checked "Yes" above:

Please provide the Home Improvement Salesperson (HIS) registration number below.

Home Improvement Salesperson (HIS) registration number:



San Francisco, California

Cal. P.U.C. Sheet No. 52520-E
Cal. P.U.C. Sheet No. 49276-E

Sheet 1

(Continued)

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INTERCONNECTION APPLICATION (Form 79-1174-02)

ATTACHMENT J

NEM2 LOAD AGGREGATION

Part I

This is an appendix to Form 79-1151-02A, 79-978-02, 79-1137-02 or 79-1069-02 as applicable. As governed by Schedule NEM2 Special Condition 7, PG&E will aggregate the load of the Customer-Generator's accounts listed below where the Customer-Generator is the customer of record and the accounts continue to meet the requirements of Special Condition 7 of PG&E's NEM2 tariff as outlined in the Customer Declaration below.

In accordance with this appendix:

- (i) Pursuant to Schedule NEM2 Special Condition 7 the electricity generated by the renewable electrical generation facility and exported to the grid shall be allocated to each of the aggregated meters in proportion to the electrical load served by those meters, and
- (ii) One time set up fee of \$25 is assessed for each account in the NEMA2 arrangement (not to exceed \$500). A \$5 monthly fee will be assessed for each aggregated account. These fees will be billed to the generating account.

Note these fees are subject to change from time to time. Additional monthly fees (for example, but not limited to, minimum charges, meter fees, demand charges) may also apply to each account, as described in that account's otherwise applicable rate schedule,, and

- (iii) Customer-Generator shall permanently be ineligible to receive Assembly Bill (AB) 920 net surplus electricity compensation (NSC), and PG&E shall retain any kilowatt hours in excess of the eligible Customer-Generator's electrical load as determined for each aggregated meter individually. (However, if an Aggregated Account that is not a Generating Account is separated from the Arrangement, and subsequently qualifies for NEM2, it may be eligible for NSC.)

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

Part II

In accordance with Schedule NEM2, as Customer-Generator you will be required to represent and warrant under penalty of perjury on the interconnection agreement 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



INTERCONNECTION APPLICATION (Form 79-1174-02)

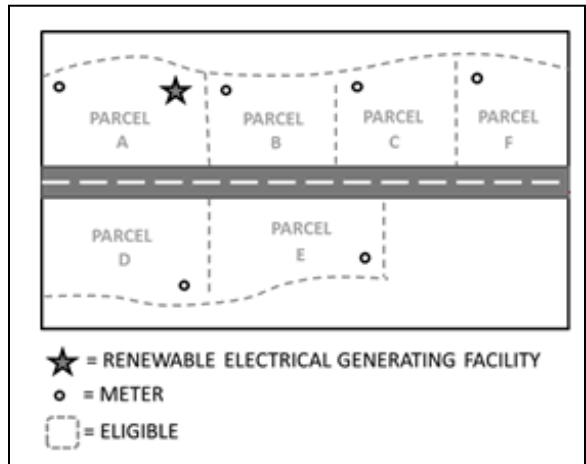
ATTACHMENT J

NEM2 LOAD AGGREGATION

- 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) You agree to notify PG&E if there is any change of status that makes any of the meters listed in this Appendix ineligible for meter aggregation to ensure that only eligible meters are participating PG&E will require an updated Appendix and Declaration form and
- 5) In the "Variations on Customer Generator Name" fields on the following table, you may provide all variations of your name. By signing the interconnection agreement you attest that as Customer-Generator, you have sole control of all the parcels establishing contiguity for the Arrangement listed on Page 3 of this Appendix.



Variations on Customer-Generator Name
1)
2)
3)
4)
5)

You will have to sign that you understand that "sole control" means that I solely own, lease or rent each parcel or that I have an irrevocable easement that grants me sole use and control of the entire parcel. I understand that other types of easements are not sufficient to establish contiguity for NEM2A.



INTERCONNECTION APPLICATION (Form 79-1174-02)

ATTACHMENT J

NEM2 LOAD AGGREGATION

Part III

A. Second Service For Generator

Requesting Second Service for Generator: ☐ Yes ☐ No

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

B. Minimum Number of Aggregated Load Accounts

A NEM2A Arrangement must have at least two Aggregated Load Accounts. The generator account must have non-generator (existing) load to be counted as an Aggregated Load Account. Generator Accounts interconnected based on Part II A above, will not be counted as an Aggregated Load Account.



INTERCONNECTION APPLICATION (Form 79-1174)

ATTACHMENT J NEM2 LOAD AGGREGATION

NEM2 Load Aggregation Worksheet								
Accounts	PARCEL NUMBER	ACCOUNT NAME ^{1 2}	SERVICE ADDRESS	ELECTRIC ACCOUNT NUMBER ²	ELECTRIC SERVICE AGREEMENT NUMBER ²	ELECTRIC METER NUMBER ²	ELECTRIC RATE SCHEDULE ²	ANNUAL KWH LOAD ³
Generator								
Load Acct 1								
Load Acct 2								
Load Acct 3								
Load Acct 4								
Load Acct 5								
Load Acct 6								
Load Acct 7								
Load Acct 8								
Load Acct 9								
Load Acct 10								
Total Annual kWh								
(For Standard NEM2 Solar/Wind less than 30kW) - 110% of Total Annual kWh								
Estimated Annual kWh Production			Solar = CEC-AC ⁴ rating X 1,664 ⁵ Wind = Total Inverter Nameplate Rating X 2,190 ⁶ Other Technologies = Total Inverter Nameplate Rating X 7,008 ⁷					

¹ If this is a new account, enter *NEW*.

² As listed on your Billing Statement

³ For previous twelve months from date of signature. Please also enter the annual kWh for generator account prior to the generator being installed; if none, enter zero.

⁴ CEC-AC (kW) = California Energy Commission Alternating Current, refers to inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

⁵ Estimated Solar Production = 8,760 hrs/yr X 0.19 solar capacity factor = 1,664

⁶ Estimated Wind Production = 8,760 hrs/yr X 0.25 wind capacity factor = 2,190

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



Electric Sample Form No. 79-1174-02K
Rule 21 Generator Interconnection Application - Attachment K

Sheet 1

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6476-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>January 24, 2022</u>
<i>Effective</i>	<u>January 24, 2022</u>
<i>Resolution</i>	<u> </u>



INTERCONNECTION APPLICATION (Form 79-1174-02)

ATTACHMENT K

NEMFC LOAD AGGREGATION

As governed by Schedule NEMFC Special Condition 4, for purposes of determining if the eligible Fuel Cell Customer-Generator was a net consumer or a net producer of electricity during each Relevant Period PG&E will aggregate the load of the Fuel Cell Customer-Generator's accounts listed below where the Fuel Cell Customer Generator is the customer of record and the following requirements are met: (i) the accounts are on an applicable time-of-use rate schedule, and (ii) the accounts are located on the property where the Eligible Fuel Cell Electrical Generation Facility is located or on property adjacent or contiguous to that property as long as those properties are solely owned, leased, or rented by the Eligible Fuel Cell Customer-Generator; and (iii) all the accounts are served by the same electric commodity service provider. (i.e. the Eligible Fuel Cell Customer- Generator account and all aggregated accounts must all be on bundled service or all on CCA service, or all on DA service.)

	Meter (Badge) Number	Service Agreement ID	Rate Schedule	Address (Street, City, Zip Code)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				



San Francisco, California

Cal. P.U.C. Sheet No. 52522-E
Cal. P.U.C. Sheet No. 52224-E

Sheet 1

<i>Submitted</i>	January 24, 2022
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<i>Resolution</i>	



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM) Interconnection

for Solar and/or Wind Electric Generating

Facilities of 30 Kilowatts or Less: with Energy

Storage of 10 Kilowatts or Less, or Energy Storage

with Power Control System Certification

IMPORTANT NOTES:

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

Part I – Generating Facility Information and Responsible Parties

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

NEM 30 kilowatts or Less Paired with Energy Storage: ☐ Single Account ☐ Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation (NEMA) is a program that allows customers with multiple meters to use the renewable energy generated at one meter (up to 1MW) to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator. Energy Storage system must be 10 kilowatts or less.

Customer Sector (check only one):

- | | |
|--------------------------------------|---|
| ☐ Residential | ☐ Educational |
| ☐ Commercial | ☐ Military |
| ☐ Industrial | ☐ Other Government |
| ☐ Non-Profit | |

Account Holder Name* (Individual or Company)

Electric Service Agreement ID *

Meter Number*

CA

Service Address*

City*

State

Zip*

Customer Phone Number

Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)

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

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

Contact Name to Request Access (if access issues exist)

Contact Phone

Please complete this agreement in its entirety.

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

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

Automated Document, Preliminary Statement, Part A.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

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

Company Name

Contact Person

Contact Phone Number

Email

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

Part II – NEM Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the associated Interconnection Request.

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

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) a valid Interconnection Request, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

B. Generator System Sizing

Please complete this section only if installing a new Solar or Wind system or modifying an existing Solar or Wind system. This section is not applicable if only adding energy storage to an existing previously interconnected Solar or Wind system.

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

Generator System Type: ☐ Solar ☐ Wind ☐ Both

Estimated Annual Production:

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

Estimated Annual Energy Usage:

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

Net Generation:

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

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

A Non-NEM Eligible Energy Storage System or an Energy Storage System with a Certified Power Control System (see Section R):

Energy Storage System Rating _____ kW

Does the energy storage system share an inverter with the NEM system? ☐ Yes ☐ No

If not, please provide:

Energy Storage Inverter Rating _____ kW

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

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

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

Part III – Rate Selection

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

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

- ☐ Stay on existing rate
- ☐ Requested new rate _____

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

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

Part IV – Interconnection Agreement Provisions

A. Purpose

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

B. Applicability

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

C. NEM Transition

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

D. Permission to Operate

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

E. Safety

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

F. Safe Operation of your Generating Facility

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

G. AC Disconnect Switch

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

H. Rate

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

I. NEM Billing

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

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

J. Net Surplus Compensation (NSC)

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

K. Limitation of Liability

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

L. Governing Law

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

M. Governing Authority

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

N. Term of Agreement

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

O. Meter Access

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

P. Stale Agreements

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

Q. Smart Inverters

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

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

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

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

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

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

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

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

R. Power Control System Certification

By signing below, customer confirms that Energy Storage over 10 kW has received UL 1741 CRD for Power Control Systems (PCS) certification that will comply with either No Grid Charge or No Storage Export as defined in Schedule NEM2.

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

Part V – Signature

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

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

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

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

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

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I authorize PG&E to release any and all information contained in this application, and addendum if applicable, for interconnection to the State Entities identified in this Part V without further notification or consent.
- 4) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 5) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E's Electric Rule 21.

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

(Signature)

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

(Date)



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

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

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



Electric Sample Form No. 79-1193-02

Sheet 1

Agreement and Customer Authorization Net Energy Metering (NEM2) Interconnection For Solar And/Or
Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less
or Energy Storage with Power Control System Certification

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6476-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>January 24, 2022</u>
<i>Effective</i>	<u>January 24, 2022</u>
<i>Resolution</i>	<u> </u>



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

IMPORTANT NOTES:

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

Part I – Generating Facility Information and Responsible Parties

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

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

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

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

Account Holder Name* (Individual or Company) Electric Service Agreement ID * Meter Number*

Service Address* City* State Zip* CA

Customer Phone Number Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)

Is there an electric vehicle charging on site at the above service address? ☐ Yes ☐ No

If yes, please indicate how many electric vehicles _____

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

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

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

Please complete this agreement in its entirety

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

Page 1 of 9
Form 79-1193-02
Advice 4558-G/6476-E
January 2022



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

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

Company Name

Contact Person

Contact Phone Number

Email

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

Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the associated Interconnection Request.

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

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) **a valid Interconnection Request**, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

B. Generator System Sizing

Please complete this section only if installing a new Solar or Wind system or modifying an existing Solar or Wind system. This section is not applicable if only adding energy storage to an existing previously interconnected Solar or Wind system.

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

Generator System Type: ☐ Solar ☐ Wind ☐ Both

Estimated Annual Production:

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

Estimated Annual Energy Usage:

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

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

Net Generation:

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

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

A Non-NEM Eligible Energy Storage System or an Energy Storage System with a Certified Power Control System (see Section R):

Energy Storage Rating _____ kW

Does the energy storage system share an inverter with the NEM system? ☐ Yes ☐ No

If not, please provide:

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

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

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

Energy Storage Inverter Rating _____ kW

Part III – Rate Selection

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

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

☐ Stay on existing rate

☐ Requested new rate _____

Part IV – Interconnection Agreement Provisions

A. Applicability

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

B. Permission to Operate

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

C. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electric generating system, or a hybrid system of both, that meets

those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

D. Safe Operation of your Generating Facility

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

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

E. AC Disconnect Switch

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

F. Rate

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

G. NEM2 Billing

The Customer's meter separately measures exports and imports.

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

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

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

H. Net Surplus Compensation (NSC)

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

I. Limitation of Liability

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

J. Governing Law

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

K. Governing Authority

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

L. Term of Agreement

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

M. Meter Access

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

N. Stale Agreements

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

O. CEC Listed

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

P. Warranties or Service Agreements

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

Q. Smart Inverters

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

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

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

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

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

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

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

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

R. Power Control System Certification

By signing below, customer confirms that Energy Storage over 10 kW has received UL 1741 CRD for Power Control Systems (PCS) certification that will comply with either No Grid Charge or No Storage Export as defined in Schedule NEM2.

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

Part V – Signature

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THE FULLY POPULATED DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY. THIS FORM MUST BE SIGNED BY THE EXISTING PG&E CUSTOMER LISTED IN PART I.

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

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

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

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I authorize PG&E to release any and all information contained in this application, and addendum if applicable, for interconnection to the State Entities identified in this Part V without further notification or consent.
- 4) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 5) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E's Electric Rule 21.

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

(Signature)

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

(Date)



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

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

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



Electric Sample Form No. 79-1198-02

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 6476-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>January 24, 2022</u>
<i>Effective</i>	<u>January 24, 2022</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:



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

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

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

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



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)
- 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,



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

- (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.



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

- 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



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

- (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
Attn: Insurance Department
77 Beale St.
San Francisco, CA 94105



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

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.



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

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.



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

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 twelve 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.



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

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.

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

ATTACHMENT B

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

Total Project Costs:

Cost Category	Amount Subject to Cost of Ownership (\$)	Amount NOT Subject to Cost of Ownership (\$)	Total Cost Category Amount (\$)
Interconnection Facilities Costs (from final study Cost Estimate)			
Distribution Upgrade Costs (from final study Cost Estimate)			
Total Project Costs			

The Interconnection Customer has elected the following by placing a check mark against it for Cost-of-Ownership for the applicable Interconnection Facilities and/or Distribution Upgrade. Details on the scope that is subject to Cost-of-Ownership are found in the Final Study Report cost table in Attachment B for Interconnection Facilities and Distribution Upgrades. These Cost-of-Ownership charges shall commence on the date Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date.

A. ☐ **Monthly Cost-of-Ownership Charge**

\$ _____ x _____ (current percentage rate) = \$ _____

B. ☐ **Equivalent One-Time Charge** (in lieu of recurring Monthly Cost-of-Ownership Charge)

\$ _____ / month x 12 months x _____ (present worth factor) = \$ _____



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ATTACHMENT C

Expected Date of Initial Operation

Expected Date of Initial Operation: _____

For the Interconnection Customer _____ Date _____



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ATTACHMENT D

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

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



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

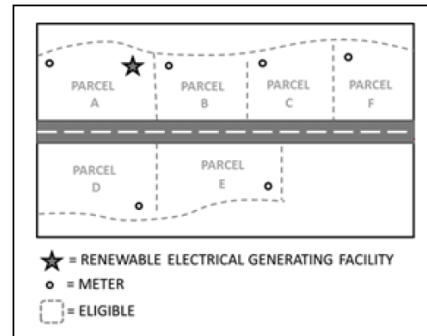
ATTACHMENT E

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



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

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

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

1.3.1. Eligible Generator(s):

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

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

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



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

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

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

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

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

ATTACHMENT G

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

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

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

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

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

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

ATTACHMENT H

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

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

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

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

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



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

ATTACHMENT I

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

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

Check Type of Renewable Electrical Generation Facility:

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

NEM2 Customer-Generator (Customer) declares that:

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

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



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

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

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

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

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

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

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



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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



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

ATTACHMENT J

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

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

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

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

And during the hours of _____

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

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

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

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

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

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



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

ATTACHMENT K

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

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

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

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

Specifically, I will be responsible for the following:

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

(Company Name)

(Signature)

(Print Name)

(Title)

(Date)



Electric Sample Form No. 79-1201
Butte County Mobilehome Park (MHP) Rebuild Program Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6476-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>January 24, 2022</u>
<i>Effective</i>	<u>January 24, 2022</u>
<i>Resolution</i>	<u> </u>

BUTTE COUNTY MOBILEHOME PARK (MHP) REBUILD PROGRAM AGREEMENT (Form 79-1201)

This Butte County Mobilehome Park Rebuild Program Agreement ("Agreement") is made and entered into by and between _____ ("Mobile Home Park Owner/Operator"), a _____ organized and existing under the laws of the state of _____, and the Utility, "Pacific Gas and Electric Company" ("PG&E" or "Utility"), a corporation organized and existing under the laws of the state of California. Mobile Home Park (MHP) Owner/Operator and PG&E may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, both PG&E and the MHP Owner/Operator seek to rebuild the utility infrastructure in the MHP identified in this Agreement.

The Parties agree as follows:

1. General Description of Agreement

1.1. Applicability:

- 1.1.1. The Butte County MHP Rebuild Program ("MHP Rebuild Program") is available to all eligible MHPs that were destroyed by the Camp Fire and were provided electric and/or gas service by PG&E prior to the fire. Only services previously provided by PG&E prior to the Camp Fire are eligible for the MHP Rebuild Program.
- 1.1.2. All eligible mobilehome parks affected by the Camp Fire are eligible for the MHP Rebuild Program and are not required to be prioritized or pre-qualified by the Safety Enforcement Division (SED) of the California Public Utilities Commission (CPUC).
- 1.1.3. In addition, only mobilehome spaces that are permitted by the California Department of Housing and Community Development (HCD) or its designated agency, common areas and any habitable/useable structure on the property pre-dating the fire are eligible for the MHP Rebuild Program. Recreational vehicle parks and spaces are not eligible for the MHP Rebuild Program.
- 1.1.4. Each participating MHP Owner who operates on leased real property shall submit proof of a valid lease for a minimum of 20 years from the date that the Butte County Mobilehome Park Rebuild Program Agreement is executed by PG&E.

- 1.2. This Agreement is a legally binding contract. The Parties agree to be bound by the terms and conditions set forth herein and incorporated herein by reference. This Agreement shall govern the installation of direct PG&E electric and/or gas distribution and service, including all registered Mobilehome Spaces (MH-Space), common areas, permanent buildings, and/or structures that were previously supplied PG&E utility service(s).

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

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Utility service to be supplied direct PG&E service (check one)

1.2.1. ☐ Electric Only ☐ Gas Only ☐ Electric & Gas

If the gas or electric service at the MHP is provided by a different Utility, please provide the name of the Utility who provides the other service.

1.2.2. ☐ Electric ☐ Gas

- 1.3. The number of MH-Spaces that will be eligible for rebuild under the MHP Rebuild Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of residential MH-Spaces permitted by HCD or its designed agency, that previously received electric and/or gas service from PG&E.
- 1.4. The number of habitable/useable structure on the property that will be eligible for rebuild under the MHP Rebuild Program shall be equal to the number of structures that pre-date the fire that are deemed habitable by the local enforcement agency(s).
- 1.5. The MHP Owner/Operator must provide the following documents with the Agreement for the project to go forward: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) the final sign off from Butte County and/or other jurisdiction authorizing construction to proceed; and (3), only if required by PG&E, Plat Map of the mobile home park.
- 1.6. This Agreement has been submitted to CPUC for use between PG&E and the MHP Owner/Operator. The terms and conditions of this Agreement may not be waived, altered, amended or modified, except as authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

2. Representations

- 2.1. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for such Party in the execution of this Agreement.
- 2.2. Except as otherwise provided in this Agreement, each Party represents that: (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate entities; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 2.3. Each Party shall: (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable regulations, laws, City and County ordinances and recognized professional standards.

3. Submittal of Agreements and Documents

- 3.1. Upon receipt of the Agreement, the MHP Owner/Operator will have thirty (30) days to sign and submit the Agreement to PG&E.
- 3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. PG&E encourages consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. PG&E reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove the MHP from the queue of MHP's as specified in Section 10 of this Agreement.
- 3.3. Agreements and documents shall be mailed to:

Butte County MHP Rebuild Program
Pacific Gas and Electric Company
1850 Gateway Blvd, 3rd floor
Concord, CA 94520

4. Contractor selected by the MHP Owner/Operator to Perform "Beyond-the-Meter" Work

- 4.1. MHP Owner/Operator shall select a qualified, licensed contractor to perform the "Beyond-the-Meter" work at the MHP and shall consult and coordinate with PG&E on such selection. The MHP Owner/Operator shall provide in Attachment B, attached hereto and incorporated herein, information about the selected contractor.
- 4.2. PG&E will reimburse the MHP Owner/Operator for the cost of the electric meter pedestal and for its installation by the contractor selected by the MHP Owner/Operator. "Beyond-the-Meter" reimbursement is limited to electric meter pedestals for HCD permitted mobilehome spaces. All additional "Beyond-the-Meter" work is the responsibility of the MHP Owner/Operator, or mobilehome resident, and not reimbursed by PG&E under the Butte County MHP Rebuild Program Agreement.

5. MHP Owner/Operator Responsibilities

- 5.1. The MHP Owner/Operator will continue to have sole responsibility for compliance with all applicable laws governing Mobilehome Parks and compliance with the MHP's own Rules and Regulations.
- 5.2. Easements
 - 5.2.1. The MHP Owner/Operator shall provide or assist in obtaining rights-of-ways or easement as required by the Utility's Distribution and Service Extension Rules

(Rule 15 & 16)¹.

- 5.2.2. PG&E shall at all times have the right to enter and leave the park for any purpose connected with the furnishing of electric /gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, and under all applicable PG&E tariffs.

5.3. Engineering and Planning – Electric Distribution System

- 5.3.1. The “Beyond-the-Meter” electrical system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of service equipment. Required permits must be obtained and shall be available for inspection by PG&E.
- 5.3.2. PG&E will normally design and install a single phase, 120/240 volts, 100-ampere electric meter service equipment at each individual MH-Space. Any requests for service modifications beyond the 100-ampere electric service or relocations beyond what is being provided by the MHP Rebuild Program will be handled under PG&E’s current Rules and Tariffs.

5.4. Engineering and Planning – Gas Distribution System

- 5.4.1. The “Beyond-the-Meter” gas system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of gas house lines. Required permits must be obtained and shall be available for inspection by PG&E.
- 5.4.2. PG&E will design and install a natural gas service line to deliver sufficient volume at PG&E’s standard delivery. Any requests for service modifications beyond the standard delivery or relocations beyond what is being provided by the MHP Rebuild Program will be handled under PG&E’s current Rules and Tariffs.

5.5. Engineering and Planning – General

- 5.5.1. MHP Owner/Operator shall ensure that any proposal for “Beyond-the-Meter” work prepared or received by the MHP Owner/Operator is based on a full knowledge of all conditions that would affect the cost and conduct of the rebuild. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to PG&E the physical conditions at the work site, including as applicable, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary

¹ * The Rules and Tariffs referred to in this schedule are part of PG&E’s Tariff Book. Copies are available at PG&E’s local offices and website at <http://www.pge.com/tariffs>



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

safety precautions and safeguards; dimensions not shown on drawings; the extent of established lines and levels.

- 5.5.2. MHP Owner/Operator will at all times own and is responsible for the “Beyond-the-Meter” utility service facilities.

Requests for service in this agreement covers services to individual mobile home spaces, services to any eligible habitable/ useable structure on the property and services to common use areas unless otherwise agreed to by PG&E in writing and specifically incorporated in this Agreement.

- 5.5.2.1. The MHP Owner/Operator, or its representative, is responsible to collect any and all fees associated with “To-the-Meter” service modifications that are not covered by the MHP Rebuild Program that were requested on behalf of the Owner and due to PG&E under the current Rules and Tariffs and forward those payments to PG&E.
- 5.5.2.2. “Beyond-the-Meter” service modifications that are not covered by the Rebuild Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below ground installations), will not be eligible for reimbursement from PG&E.
- 5.5.2.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order that may require redesign and/or re-engineering. Additional redesigning and/or re-engineering costs will not be eligible for reimbursement from PG&E.
- 5.5.3. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by PG&E and/or the contractor. Temporary facilities may include, but are not limited to, storage sheds, decks, awnings, car ports, or any facility that is not normally provided by the MHP. Relocation or removal of such items will not be eligible for reimbursement from PG&E.
- 5.5.4. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the park’s common area, such as the office, clubhouse, laundry facilities, streetlights, etc., and their associated “Beyond-the-Meter” facilities. Utility meters will be installed to serve these facilities. MHP Owner/Operator will be responsible for payment of Utility bills associated with such meters. Additional facilities that may be requested (e.g. streetlight fixtures) and associated energy charges for the common area facilities will be based on the applicable tariff and will not be eligible for reimbursement from PG&E.
- 5.5.5. The MHP Owner/Operator will work with PG&E to place meter stakes for the contractor which the MHP Owner/Operator selected to install meters at locations that are compliant with PG&E’s standards. In the event where the

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

MHP Owner/Operator is unable to work with PG&E to identify meter locations, MHP Owner/Operator will have to provide detailed, to scale, park layout drawings that include future lot layout and meters will be set based on future building/ lot configurations by the owner. Once the Butte County MHP Rebuild is complete, subsequent meter location issues will be the responsibility of the MHP Owner/ Operator.

5.6. Existing Distribution System (Legacy System)

5.6.1. If the MHP has an existing propane gas distribution system, PG&E will, upon request, replace it with a natural gas distribution system, provided that; 1) the Utility offers natural gas service and the MHP is located within the franchise area that the Utility serves; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be replaced under the Utility's existing Distribution and Service Extension Rules (Rule 15 & 16) and would not qualify under the Butte County MHP Rebuild Program.

5.7. Permits

5.7.1. Except for the routine, ministerial construction permits to be acquired by PG&E pursuant to Section 6 of this Agreement, the acquisition of all other permits that may be necessary will be the responsibility of the MHP Owner/Operator. This includes, but not limited to, the following:

- Environmental and governmental agency permits.
- Caltrans permits.
- Railroad permits.
- HCD and/or local City and County building permits for electric and/or gas service work necessary to install new service delivery facilities including, but not limited to, gas house lines, electric meter pedestals, and terminations.

The work performed by the MHP Owner/Operator's Contractor will include submittal of permits associated with all "Beyond-the-Meter" work to the agency with jurisdictional authority and such permits will be reimbursable under the MHP Rebuild Program.

PG&E may assist the MHP Owner/Operator in preparation and submittal of all other permit applications, but construction permits not covered by PG&E will be paid by the MHP Owner/Operator.

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

5.8. Environmental, Endangered Species and Cultural Resources Review

- 5.8.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues are the sole responsibility of MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority. PG&E shall not assume remediation responsibility nor bear any costs associated with any required remediation.
- 5.8.2. Any environmental, endangered species, and cultural resources issues that are identified during construction will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall resolve these issues prior to work resuming at the MHP. Project completion is contingent on the MHP Owner/Operator resolving outstanding issues. To help avoid project delays, MHP Owner/Operator should make every effort to complete remediation within 90 days.

5.9. Outreach and Education

- 5.9.1. This section only applies to mobile home parks with residents present during the construction phase of the program.
- 5.9.2. If applicable, the MHP Owner/Operator or its representative (Representative) will be the liaison for the MHP Owner/Operator and will be responsible for relaying project information to MHP Residents and to PG&E. The MHP Representative shall provide status updates to the MHP Owner/Operator and the MHP Residents from PG&E and provide timely status updates from contractor and MHP Owner/Operator to Utility.
- 5.9.3. If applicable, all costs associated with the MHP Representative in performing the duties associated with the Program will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the Rebuild Program.
- 5.9.4. If applicable, the MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Rebuild Program that are intended for the MHP residents. The MHP Representative shall distribute the information to stakeholders in a timely manner in accordance with the MHP's Rules and Regulations.
- 5.9.5. If applicable, the MHP Owner/Operator must allow PG&E to directly contact any affected MHP residents during the project regarding the MHP Rebuild Program, account setup and other utility programs.
- 5.9.6. The MHP Representative shall ensure that the MHP Owner/Operator's contractor works with PG&E and keeps the MHP residents informed of the status of the "Beyond-the-Meter" work. Communications will include notices such as temporary outages, detours or street closures. The MHP Representative will also ensure that such notices will remain consistent with PG&E communications and be distributed in a timely manner.

5.10. Construction

- 5.10.1. Construction of the conversion project may commence after compliance with all requirements in this Agreement.
- 5.10.2. The MHP Owner/Operator shall work cooperatively with PG&E to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of PG&E's construction materials and equipment during the project.

5.11. Commissioning / Completion of the MHP Rebuild

- 5.11.1. Prior to commissioning, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.
- 5.11.2. Commissioning cannot occur until PG&E is satisfied that 24-hour access is available to all utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a utility approved locking device with a utility keyway. Where electronic gates may be involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller.
- 5.11.3. If requested by PG&E, the MHP Owner/Operator shall require Contractor to be available to perform joint commissioning with PG&E for the individual services within the MHP.

6. Utility's Responsibilities**6.1. Engineering and Planning**

- 6.1.1. PG&E will design and install the new "To-the-Meter" electric and/or gas distribution and service system for the MHP to meet current PG&E design standards and applicable codes, regulations and requirements based on the most economic, convenient and efficient service route.
- 6.1.2. PG&E will prepare a preliminary design package for the new electric and/or gas system and prepare all necessary land rights documents.
- 6.1.3. PG&E will consult with the MHP Owner/Operator to identify the location of each electric/and/or gas meter and any protection required for the metering service equipment. PG&E will have the final approval of the location of the meter.
- 6.1.4. PG&E will include with the Rebuild Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules.
- 6.1.5. PG&E will design and install the "To-the-Meter" facilities to accommodate a service equivalent to the previous service. If the previous electric service was

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

less than 100 amperes, the utility will design and install “To-the-Meter” facilities to accommodate 100 ampere service as part of the MHP Rebuild Program. In addition, service cables from the splice box to the mobilehome electric pedestal shall be capable of safely providing 200 amperes to the mobilehome.

- 6.1.5.1. PG&E shall evaluate the maximum number of 200 amp services that can be supported by the contemplated transformer and distribution infrastructure, and work with MHP Owner/Operator to the extent feasible to determine which spaces would most benefit from a 200 amp service, and allow for the installation of 200 amp rated pedestals and configuration of the secondary distribution system according to Rule 2 and Rule 16 to those spaces, to the extent feasible. PG&E shall 1) send a written correspondence to the MHP owners stating the number of, and possible locations for the spaces which could be upgraded to 200 amp service and installations of 200 amp electric pedestals and annotate these locations on the MHP site layout drawings, and 2) invite the MHP owners to meet and discuss these findings in detail before PG&E can finalize their design.

During a meeting with the MHP owners, PG&E should discuss the cost to upgrade from 100 amp to 200 amp electric pedestal, cable and other equipment layout to avoid damaging to existing utility infrastructure, and explain to the MHP owners the needs and costs of any possible BTM upgrade that must be paid for by the MHP owner. The MHP Owner/Operator may then coordinate with their BTM contractor to procure and install 200 amp pedestals at identified service locations.

- 6.1.5.2. PG&E shall evaluate whether upgrades to the secondary distribution system would achieve load balance and enable a greater number of 200 amp services without necessitating a transformer upgrade and present feasible options to the MHP Owner/Operator. However, PG&E might also find during the design phase that a marginal increase in transformer sizes and quantities for a specific park application may be cost effective and yield considerable benefit to the MHP owner. PG&E shall also present this option to the MHP owner.

PG&E shall invite the MHP owners to meet and discuss the different layouts, configurations, marginal costs, and size options. These options also should be annotated in site layout drawings.

During the meeting between PG&E and the MHP owners indicated in Section 6.1.5.1 above, PG&E should discuss the estimated cost to upgrade from 100 amp to 200 amp electric pedestals, any increase in secondary trenching cost due to increase in trench size and backfill, the cost of upsizing splice boxes and cables beyond the service cable,

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

subsurface installation of transformers to optimize space, cable and other equipment layout to avoid damaging to existing utility infrastructure, and explain to the MHP owners the needs and costs of any possible BTM upgrade that must be paid for by the MHP owner. The MHP Owner/Operator may then coordinate with their BTM contractor to procure and install 200 amp pedestals at identified service locations. Also, if applicable, broadband providers share of the cost for joint trench.

6.1.6. With the exception of the 100-ampere minimum electric service, any requests for service upgrades or relocations beyond what is being provided by the MHP Rebuild Program will be handled under PG&E's current Rules and Tariffs.

6.1.7. If applicable, PG&E will design and install a natural gas service line at each individual MH-Space to deliver sufficient volume at PG&E's standard delivery.

6.2. Permits

6.2.1. PG&E will acquire routine, ministerial construction permits, such as encroachment permits necessary for trenching within public rights-of-way.

6.2.2. PG&E will review all permits prior to construction. No work will be performed by PG&E or the Contractor under the MHP Rebuild Program until the MHP's Owner/Operator and/or PG&E obtains the required permits.

6.3. Environmental and Cultural Resources Review

6.3.1. PG&E shall conduct a "desktop" environmental, endangered species, and cultural resources review of the proposed work at the MHP. If such review indicates any environmental, endangered species, and cultural resources issues, PG&E will immediately suspend work at the MHP. PG&E will not resume work until it has received authorization from appropriate experts and/or agency with jurisdictional authority. PG&E assumes no remediation responsibility or liability. Costs for remediation are not eligible for reimbursement from the MHP Rebuild Program.

6.4. Outreach and Education

This section only applies if residents are present during the construction phase of the program.

6.4.1. PG&E will work with the MHP Owner/Operator and/or the MHP Representative on outreach and education to required stakeholders.

During the construction phase, PG&E will work with the MHP Representative to keep stakeholders informed of the status of the project, including notice of temporary outages, detours or street closures, and other issues related to the project. Information provided by PG&E will include, but is not limited to Information for the MHP residents about construction work impacts, timing,

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

account setup instructions, utility programs and services such as California Alternate Rate for Energy (CARE), medical assistance program, energy efficiency and demand response opportunities.” PG&E will work with the MHP Representative to ensure all notices and project information is communicated and distributed in a timely manner.

- 6.4.2. PG&E will manage communications with the California Department of Housing and Community Development (HCD), other utilities, local government, local media, and other parties, as necessary, regarding the MHP Rebuild Program activities.

6.5. Construction

- 6.5.1. PG&E will install or select a qualified licensed contractor to install the new “To-the-Meter” electric and/or gas distribution systems that will meet all current electric and/or gas design standards, applicable codes, regulations and requirements. Facilities and services installed will be based on the agreed upon design.
- 6.5.2. PG&E will consult and coordinate rebuild activities with other utilities that may also serve the MHP, including municipal utilities, water, cable and telecommunication providers, to ensure efficiency and avoid unnecessary disruption and/or costs.
- 6.5.3. PG&E may elect to wait until the MHP Owner/Operator can demonstrate construction of the “Beyond-the-Meter” facilities have been substantially completed, such facilities have been approved by the governing inspection authority and PG&E receives a copy of any inspection report or verification to begin construction. PG&E may also commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by PG&E and/or as scheduling and availability permits.
- 6.5.4. PG&E shall not remove the existing legacy system owned by the MHPs and the system shall be abandoned in place unless removal is necessary and the MHP Owner’s permission has been obtained. PG&E shall ensure that the new and the existing legacy systems are both electrically and physically isolated from each other. PG&E shall not incur any expenses associated with the removal or retirement of the existing system owned by the MHP Owner/Operator under the MHP Rebuild program. Should removal of the legacy distribution system owned by the MHP Owner/Operator be necessary to complete the MHP Rebuild program, such costs may at PG&E’s discretion be included in the MHP Rebuild Program if it is necessary and can be done so efficiently.

6.6. Commissioning / Completion of Project

- 6.6.1. PG&E will own, operate, and maintain all “To-the-Meter” electric and/or gas distribution and service systems within the MHP. Upon completion of the

project, the facilities will be managed under and subject to Rule 15 and Rule 16 and other applicable tariffs.

- 6.6.2. If necessary, PG&E will coordinate with the Contractor to jointly meet to perform joint commissioning with PG&E for the individual services within the MHP.
- 6.6.3. PG&E will reimburse the MHP Owner/Operator for all qualifying "Beyond-the-Meter" work as summarized in Attachment C.

7. Safety

- 7.1. IMPORTANCE OF SAFETY: The Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Rebuild Program and Parties are responsible for performing the work in a safe manner. Parties shall plan and conduct the work and shall require all contractors and subcontractors to abide by all safety requirements incorporated herein and to perform their portion of the work, in accordance with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. The MHP Owner/Operator shall require its Contractor to provide necessary training to its employees and Subcontractors to inform them of the foregoing safety and health rules and standards. Should PG&E at any time observe the contractor, or any of its subcontractors, performing the work in an unsafe manner, or in a manner that may, if continued, become unsafe, then PG&E shall have the right (but not the obligation) to require the MHP Owner/Operator to stop contractor's work affected by the unsafe practice until contractor has taken corrective action so that the work performance has been rendered safe.
- 7.2. Regulations and Conduct of Work: MHP Owner/Operator shall assure that its contractor plans and conducts the work to safeguard persons and property from injury. MHP Owner/Operator shall direct the performance of the work by its contractor in compliance with reasonable safety and work practices and with all applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health, including the wearing of "hard hats" at the worksite if applicable. Work in areas adjacent to electrically energized facilities and/or operating natural gas facilities shall be performed in accordance with said practices, laws, rules, and regulations. PG&E may designate safety precautions in addition to those in use or proposed by contractor. PG&E reserves the right to inspect the work and to halt construction to ensure compliance with reasonable and safe work practices and with all applicable federal, state, and local laws, rules, and regulations. Neither the requirement that contractor working on behalf of the MHP Owner/Operator follow said practices and applicable laws, rules, and regulations, nor adherence thereto by contractor, shall relieve MHP Owner/Operator of the sole responsibility to maintain safe and efficient working conditions.

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

- 7.3. Additional Precautions: Upon PG&E's request, the MHP Owner/Operator shall require its contractor to provide certain safeguards not in use but considered necessary and if contractor fails to comply with the request within a reasonable time, PG&E may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by PG&E may result in termination of the Agreement for cause.
- 7.4. Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to PG&E, MHP Owner/Operator, contractors, subcontractors, MHP residents, and/or the general public. Upon notice, the responsible party shall investigate the potential safety hazard, and if necessary, take actions to remedy the situation.
- 7.5. The MHP Owner/Operator shall be responsible for notifying local emergency services, if required, about pending road closures or detours that may affect life safety and services to the MHP and MHP residents.

8. Delay and Suspension of Work

- 8.1. Suspension of Work by PG&E: PG&E reserves the right to suspend the work under the MHP Rebuild Program to serve the needs of the greater public.
- 8.2. Notification of Delays: MHP Owner/Operator shall cause contractor to promptly notify PG&E in writing of any impending cause for delay that may affect PG&E's schedule. If possible, PG&E will coordinate and assist contractor in reducing the delay.

9. Termination

- 9.1. Either Party may, at its option, terminate upon 30 day written notice to the other Party.
 - 9.1.1. PG&E may cancel or suspend this Agreement for, but not limited to, the following situations:
 - 9.1.1.1. The failure, refusal or inability of the MHP Owner/Operator to perform the work in accordance with this Agreement for any reason (except for those reasons that are beyond MHP Owner/Operator's control) after receiving notice from PG&E and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at PG&E's option, safety or security violations may result in immediate termination; or
 - 9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate its responsibilities under this Agreement within three (3) months of the execution of this Agreement; or

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

- 9.1.1.3. A legal action is placed against the MHP Owner/Operator which, in PG&E's opinion, may interfere with the performance of the MHP Rebuild.
- 9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:
 - 9.1.2.1. Not be eligible for reimbursement for any "Beyond-the-Meter" work that did not result in a direct Utility service of an individual MH-Space; and
 - 9.1.2.2. Repay in full to PG&E any reimbursements paid to the MHP Owner/Operator for partial work completed by its contractor.
- 9.1.3. In the event of termination, PG&E shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of cancellation that resulted in direct PG&E service which are of benefit to PG&E. In no event shall PG&E be liable for lost or anticipated profits or overhead on uncompleted portions of the work due to termination.

Cancelled MHP Agreement may, at the Utilities option, result in the removal the MHP from the MHP Rebuild Program. MHP Owner/Operator shall be liable for additional costs to PG&E arising from termination. PG&E may terminate this Agreement, suspend work and/or the MHP Rebuild Program if directed to do so by the CPUC.

10. Costs Covered by the MHP Rebuild Program and Reimbursement to MHP Owner/Operator

- 10.1. All costs incurred by PG&E to provide "To-the-Meter" facilities for a typical utility service for each qualifying MH-Space will be covered under the MHP Rebuild Program.
- 10.2. Requests for service entrance relocations, rearrangements, and upgrades are not covered under the MHP Rebuild Program.
- 10.3. Additional reasonable services for common use areas and any eligible habitable/useable structure that pre-date the fire on the property within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP Rebuild Program. Except as expressly agreed herein, PG&E will not provide "Beyond-the-Meter" reimbursements for common area services or for other habitable/useable structure. Please see PG&E appendix on covered and non-covered cost (Attachment C).
- 10.4. PG&E will reimburse the MHP Owner/Operator based on the invoice for the "Beyond-the-Meter" to be performed by the contractor. The amount that is eligible for reimbursement for the "Beyond-the-Meter" work shall not exceed the "Cost Covered by the Rebuild Program" amount listed on Attachment C, without prior written approval from PG&E. PG&E will review all invoices received for the "Beyond-the-Meter" work by

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

- the contractor and will reimburse the MHP Owner/Operator for all prudently occurred and reasonable construction expenditures. The Rebuild Program will not cover or reimburse costs for any modification or retrofit of the mobilehome or manufactured home.
- 10.5. PG&E will reimburse the MHP Owner/Operator for the cost of the electric meter pedestal and for its installation by the contractor selected by the MHP Owner/Operator. The installation locations of these pedestals must be compliant with PG&E's standards.
- 10.6. As soon as practicable and after any jurisdictional authorities have inspected and approved operation of the "Beyond-the-Meter" work, the MHP Owner/Operator may submit invoices to PG&E for "Beyond-the-Meter" work. Invoices submitted shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MH-Space compared to the total number of eligible MH-Spaces at the MHP. The final reimbursement for the "Beyond-the-Meter" work will be paid to the MHP Owner/Operator after the final commission has been completed and the entire MHP is ready to receive direct PG&E service. The installation and material for the electric pedestal is the only eligible scope for the "Beyond-the-Meter" work.
- 10.7. Invoices shall include a listing of MH-Spaces that completed commissioning, and an itemized list and costs for equipment, materials, and labor for "Beyond-the-Meter" facilities that are both covered and not covered by the MHP Rebuild Program.

11. Nondisclosure

- 11.1. Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Without limiting the foregoing, Confidential Information shall also include information provided by the MHP Owner/Operator regarding the MHP residents. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.
- 11.2. Notwithstanding the foregoing, Confidential Information may be disclosed to the CPUC and any governmental, judicial or regulatory authority requiring such

Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

12. Indemnification

- 12.1. MHP Owner/Operator shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, MHP Owner/Operator, Contractor or Subcontractor; injury to property of PG&E, MHP Owner/Operator, Contractor, Subcontractor, or a third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with MHP Owner/Operator performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active gross negligence or willful misconduct of PG&E, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless PG&E from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which PG&E shall have no liability. A utility shall have no liability for the MHP submeter systems (referred to as legacy systems), or the "Beyond-the-Meter" infrastructure installed during the program, and the MHP owner will hold harmless, defend and indemnify PG&E from all causes of action or claims arising from or related to these systems.
- 12.2. MHP Owner/Operator acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
- 12.3. MHP Owner/Operator shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. MHP Owner/Operator shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

13. Compliance with Laws and Regulations

- 13.1. During the performance of the Work, MHP Owner/Operator, contractor and its subcontractors, agents and employees shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations and orders made or promulgated by any government, government agency or department, municipality, board, commission or other regulatory body; and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations or plans.
- 13.2. MHP Owner/Operator shall require any contractor or subcontractor to whom any portion of the work to be performed hereunder may be contracted to comply with provisions of this paragraph, and agrees to save and hold PG&E harmless from any and all penalties, actions, causes of action, damages, claims and demands whatsoever arising out of or occasioned by failure of MHP Owner/Operator and Contractor or a Subcontractor to make full and proper compliance with said bylaws, rules, regulations, laws, orders, stipulations or plans.

14. Governing Law

This Agreement shall be deemed to be a contract made under laws of the State of California and for all purposes shall be construed in accordance with the laws of said state.

15. Entire Agreement

This Agreement consists of, in its entirety, the Butte County Rebuild Program Agreement and attachments hereto. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

16. Enforceability

If any provision of this Agreement thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

17. Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure Event"),

which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch.

18. Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

19. Pending Commission approval

This Agreement has been submitted to the California Public Utilities Commission (CPUC) for review and is pending CPUC approval. If the CPUC approves this Agreement without change, this executed Agreement will continue to be in effect according to the terms outlined in this Agreement. If the CPUC does modify this Agreement, the MHP Owner/Operator and PG&E agree that those changes will be automatically incorporated herein and MHP Owner/ Operator agrees to sign the new CPUC approved Agreement if requested by PG&E. If the request is made and the MHP Owner/Operator does not comply expeditiously, the rebuild may be paused by PG&E.

20. Signatures

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

Name of Mobilehome Park

Company Name of Owner/Operator

Signature

Print Name

Title

Date

Pacific Gas and Electric Company

Signature

Print Name

Title

Date



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT**
Attachment A
Documents and Declaration

A. Additional Documentation

The MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Butte County MHP Rebuild Program:

1. The MHP Owner/Operator must provide a copy of a valid operating license from the governmental entity with relevant authority; (Required)
2. The MHP Owner/Operator must provide a copy of the Final Sign-off (FSO) from the governmental entity with relevant authority; (Required)

Please attach copies of the above required documents to this page (Attachment A – Required Documents) of the Butte County MHP Rebuild Program Agreement

B. Declaration of Non-Condemnation

As requested by PG&E, all MHPs participating in the MHP Rebuild Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.

I, _____, (print name of authorized signatory)
declare under penalty of perjury under the laws of the State of California that I am
authorized to execute this document on behalf of the MHP Owner/Operator and declare
that the Mobilehome Park is not subject to any enforceable condemnation order or to
pending condemnation proceedings.

Name of Mobilehome Park

Authorized Signature

Company Name of Owner/Operator

Print Name

Date

Title



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment B
Contractor Selection**

MHP Owner/Operator shall select a qualified, licensed contractor to perform “Beyond-the-Meter” work to MH-Spaces and shall consult and coordinate with PG&E on such selection and provide information about the selected contractor below.

Selection of the contractor shall be based on the “most cost-effective option.” PG&E reserves the right to review the reasonableness of the bids received by the MHP Owner/Operator to perform the “Beyond-the-Meter” work. PG&E encourages consultation and coordination between the Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

If PG&E and the MHP Owner/Operator fail to agree upon the qualifications of the contractor, the CPUC’s Safety and Enforcement Division (SED) will be consulted to resolve the dispute.

In all instances, the work performed by the contractor must meet PG&E’s current standards as specified in the Utility’s Electric and/or Gas Service Requirement manual and have approval from applicable governing inspection authority(ies).

- Contractor Name: _____
State Contractor License #: _____
Contact Person: _____
Title: _____
Address: _____
City: _____ State _____ ZIP: _____
Day Phone: _____
Cell Phone: _____
Fax: _____
Email Address _____
Total Estimated Cost to Perform all “Beyond-the-Meter”
work for the MHP (See Attachments C) \$ _____



BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment B
Contractor Selection

Secondary Contractor (if required)

- Contractor Name: _____
- State Contractor License #: _____
- Contact Person: _____
- Title: _____
- Address: _____
- City: _____ State _____ ZIP: _____
- Day Phone: _____
- Cell Phone: _____
- Fax: _____
- Email Address _____
- Total Estimated Cost to Perform all "Beyond-the-Meter"
work for the MHP (See Attachments C) \$ _____



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Rebuild Project**

MHP Owner/Operator: _____

Project Name: _____

Address: _____

PG&E is offering the Butte County MHP Rebuild Program to rebuild directly served electric and/or gas distribution service within an eligible Mobilehome Park or Manufactured Housing Communities ("MHP") in Butte County, to direct PG&E service for each individual space within MHP.

PG&E direct service (check one)

☐ Electric Only

☐ Gas Only

☐ Electric & Gas

The number of MH-Spaces that will be eligible for conversion to direct PG&E service under the MHP Rebuild Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of permitted residential MH-Space spaces identified on HCD's website. PG&E will include with the MHP Rebuild Program additional reasonable services for common use areas identified in Table C-1 within the MHP that will be served under commercial rate schedules and any eligible habitable/useable structure on the property.

Any service modifications and associated costs beyond what is being provided by the MHP Rebuild Program will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the Program. Any additional common use area meters and services that are not provided by the program will be designed and installed under the guidance of the Service Relocation and Rearrangement section of Gas and Electric Rule 16.

Table C.-1 Illustrate the financially responsible party for the "To-the-Meter" and "Beyond-the-Meter" services under the Program

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment C

Estimated Costs for MHP Rebuild Project

Table C-1

	"To-the-Meter" Facilities and Equipment installed by PG&E Financially Responsible Party			"Beyond-the-Meter" Facilities and Equipment installed by Contractor Financially Responsible Party		
	Covered by MHP Rebuild Program	Rebuild Owner/ Operator	Requesting MH Owner	Reimbursed by MHP Rebuild Program	Rebuild Owner/ Operator	Requesting MH Owner
Service to Individual MH-Spaces (Beyond the meter reimbursement is limited to meter pedestals.)	X			X		
Service to Common Use Areas* and any habitable/useable structure on the property.	X				X	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes where the MHP lots are owned by the resident residing on the lot**.			X			X
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space where the lots are not owned by the resident residing on the lot (leased or rented spaces).		X			X	
* Common Areas include laundry facilities, swimming pools, car wash stations, offices, pumphouses and club houses. Common Areas do not include new facilities such as commercial facilities, any non-HCD permitted residential facilities (such as new apartments, houses and bungalows), and any agricultural related facilities. ** This condition applies unless the MHP Owner/Operator can prove that a PG&E service >100 amperes was previously installed and in service prior to the Camp Fire.						



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Rebuild Project**

A. PG&E's Estimated "To-the-Meter" Project Costs Not Covered by the MHP Rebuild Program (To be completed by PG&E¹)

**Costs Not Covered
by the MHP Rebuild
Program**

Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, and surface repair activities [Project Cost to design and install "To-the-Meter" Facilities for the MHP]

\$ _____

Electric System – Includes, but is not limited to, installation of cables, switches, transformers, SmartMeters™, conduits and substructures, and other facilities required to complete the distribution and service line extensions.[Service upgrades or rearrangements requested on behalf of the MHP Owner/Operator not covered by the MHP Rebuild Program]

\$ _____

Gas System – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions. [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Rebuild Program]

\$ _____

Other – Includes, but is not limited to, easement estimate, SmartMeter™ network upgrade, and other cost associated with the project.

\$ _____

PG&E's Total Estimated "To-the-Meter" Project Costs Not Covered by the MHP Rebuild Program

\$ _____

¹ Service Upgrades beyond what is being provided by the program are listed on Attachment C.



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment C

Estimated Costs for MHP Rebuild Project

B. MHP Owner/Operator's "Beyond-the-Meter" Project Costs (To be completed by the MHP Owner/Operator, Attach Contractor's Job Estimate to Attachment C)

	Cost Covered by the MHP Rebuild Program	Costs Not Covered by the MHP Rebuild Program²
Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.		
Materials:	\$ _____	\$ _____
Labor:	\$ _____	\$ _____
Electric System – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.		
Materials:	\$ _____	\$ _____
Labor:	\$ _____	\$ _____
Gas System – Includes, but is not limited to, houseline plumbing from the PG&E riser to the customer connection including labor and materials		
Materials:	\$ _____	\$ _____
Labor:	\$ _____	\$ _____
Other – Includes, but is not limited to, permits as provided by contractor	\$ _____	\$ _____
	=====	=====
MHP Owner/Operator's Total Estimated "Beyond-the-Meter" Project Costs	\$ _____	\$ _____
C. Estimated Cost for MHP Rebuild Project (A + B)	\$ _____	\$ _____
D. Number of MH-Spaces	_____	
E. Average Cost per MH-Space	\$ _____	\$ _____

² Provided breakdown of charges not covered by the program on Attachment C



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment D

Costs That the MHP Owner/Operator is Responsible for that is Not Covered Under the MHP Rebuild Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Any service modifications and associated costs beyond what is being provided by the MHP Rebuild Program as described in this Agreement will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. Request for additional common use area meters and services that are not provided by the Program, but approved by PG&E, will be designed under the guidance of the Utilities' Rules for Service Relocation and Rearrangement. Service modifications and relocations for MH-Spaces in a MHP where the lots are not owned by the resident residing on the lot (leased or rented spaces), must be requested by and is the responsibility of the MHP Owner/Operator.

The following service modifications have been requested by the MHP Owner and/or the MHP resident(s) (If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.)

A. Total Amount Due from MH Residents where the MHP lots are owned by the resident for Service Modification and/or service not covered by the MHP Rebuild Program

1. Amount Due from MHP Owner/Operator to PG&E

- Amount due to PG&E for "To-the-Meter" work not covered by the Program \$ _____
- Amount due to PG&E for "To-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas \$ _____

2. Amount Due from MHP Owner/Operator to the Contractor

- Amount due to the Contractor for "Beyond-the-Meter" Work for Common Use Areas \$ _____
- Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas \$ _____

3. Total amount due from MHP Owner/Operator for service modifications not covered by the MHP Rebuild Program

\$ _____



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment D

Costs That the MHP Owner/Operator is Responsible for that is Not Covered Under the MHP Rebuild Program

Itemized Service Modifications or other services not covered by the MHP Rebuild Program
(Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it
may be substituted for this sheet.

"To-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment D

Costs That the MHP Owner/Operator is Responsible for that is Not Covered Under the MHP Rebuild Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities, where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rules and Regulations. These modifications, and associated costs, would be the responsibility of the requesting MH resident and will be handled under PG&E's current applicable Tariffs. All other requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Rebuild Program must be made by the MHP Owner/Operator and documented in Attachment D.

The MHP Owner/Operator is responsible to collect any and all fees associated with service modifications that were requested on behalf of the MH residents where the MHP lots are owned by the resident and forward those payments to PG&E with this Agreement.

- A. Total Amount Due by MH Residents where the MHP lots are owned by the resident for Service Modification and/or Services not covered by the Program.

1. Amount Due from MH Residents to PG&E

- Amount due to PG&E for "To-the-Meter" work not covered by the MHP Rebuild Program.

\$ _____

2. Amount Due from MH Residents to the Contractor

- Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MH Residents.

\$ _____

3. Total Owned by MH Residents for the MHP Rebuild Program

\$ _____



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment E

Costs That the MH Owner is Responsible for that is Not Covered Under the MHP Rebuild Program

Itemized Service Modifications or other services not covered by the MHP Rebuild Program
(Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

"To-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost



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,

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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 (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



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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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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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- 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: (____) _____

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- 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.
- 12.3 As a condition of interconnection, pursuant to California Public Utilities Commission (CPUC) Decisions 14-11-001, 20-08-001, and 21-06-026, PG&E is required to provide certain data, including but not limited to confidential customer information, to the CPUC and its contractors, the California Department of Consumer Affairs Contractors State License Board, and the California Department of Financial Protection & Innovation (the "State Entities"). Customer-Generator authorizes PG&E to release any and all information contained in its application, and addendum if applicable, for interconnection to the State Entities identified in this Section 12.3 without further notification or consent.

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.



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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 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: _____



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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)



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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
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Advice 6476-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

January 24, 2022
January 24, 2022



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Where Sample Forms have been revised, the entire Sample Form is included in Attachment 1 (clean version), but the redline version in Attachment 2 of the Advice Letter Package only includes the pages where the modification has occurs, and excludes pages of the form where only the advice letter number and date has been updated within the footer of the page.



Gas Sample Form No. 79-1201

Sheet 1

Butte County Mobilehome Park (MHP) Rebuild Program Agreement

**See Refer to Attached
Sample Form**

(Continued)

Advice
Decision

4558-G

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

BUTTE COUNTY MOBILEHOME PARK (MHP) REBUILD PROGRAM AGREEMENT (Form 79-1201)

This Butte County Mobilehome Park Rebuild Program Agreement ("Agreement") is made and entered into by and between _____ ("Mobile Home Park Owner/Operator"), a _____ organized and existing under the laws of the state of _____, and the Utility, "Pacific Gas and Electric Company" ("PG&E" or "Utility"), a corporation organized and existing under the laws of the state of California. Mobile Home Park (MHP) Owner/Operator and PG&E may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, both PG&E and the MHP Owner/Operator seek to rebuild the utility infrastructure in the MHP identified in this Agreement.

The Parties agree as follows:

1. General Description of Agreement

1.1. Applicability:

- 1.1.1. The Butte County MHP Rebuild Program ("MHP Rebuild Program") is available to all eligible MHPs that were destroyed by the Camp Fire and were provided electric and/or gas service by PG&E prior to the fire. Only services previously provided by PG&E prior to the Camp Fire are eligible for the MHP Rebuild Program.
- 1.1.2. All eligible mobilehome parks affected by the Camp Fire are eligible for the MHP Rebuild Program and are not required to be prioritized or pre-qualified by the Safety Enforcement Division (SED) of the California Public Utilities Commission (CPUC).
- 1.1.3. In addition, only mobilehome spaces that are permitted by the California Department of Housing and Community Development (HCD) or its designated agency, common areas and any habitable/useable structure on the property pre-dating the fire are eligible for the MHP Rebuild Program. Recreational vehicle parks and spaces are not eligible for the MHP Rebuild Program.
- 1.1.4. Each participating MHP Owner who operates on leased real property shall submit proof of a valid lease for a minimum of 20 years from the date that the Butte County Mobilehome Park Rebuild Program Agreement is executed by PG&E.

- 1.2. This Agreement is a legally binding contract. The Parties agree to be bound by the terms and conditions set forth herein and incorporated herein by reference. This Agreement shall govern the installation of direct PG&E electric and/or gas distribution and service, including all registered Mobilehome Spaces (MH-Space), common areas, permanent buildings, and/or structures that were previously supplied PG&E utility service(s).



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

Sheet 1

**Please Refer to Attached
Sample Form**

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

1. SCOPE AND PURPOSE

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

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

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

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

2.5.2 Non-Eligible Generator(s): _____ kW

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

2.6 The Net Nameplate Rating of the Generating Facility is:

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

2.6.2 Non-Eligible Generator(s): _____ kW

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

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

2.7.1 Eligible Generator(s):

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

2.7.2 Non-Eligible Generator(s): _____ kW

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

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

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

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

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

4. TERM AND TERMINATION

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

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

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

6. INTERCONNECTION FACILITIES

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
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.

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

11. ASSIGNMENT

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

12. NON-WAIVER

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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)

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)



Electric Sample Form No. 79-1151A-02

Sheet 1

Agreement And Customer Authorization Net Energy Metering (NEM2)
Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

**Please Refer to Attached
Sample Form**



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

N. Stale Agreements

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

O. CEC Listed

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

P. Warranties or Service Agreements

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

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

Q. Smart Inverters

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

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

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

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

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

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

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

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or

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

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



Electric Sample Form 79-1151B

Sheet 1

APPLICATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30
Kilowatts Or Less

**Please Refer to Attached
Sample Form**



APPLICATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

4. Your NEM Transition Period has not expired at the time of reapplication (see NEM Tariff)

Based on the above, select the appropriate box (check one):

- ☐ I am a Customer who was impacted by a Natural or Man-Made Disaster as described in the NEM Tariffs and the above statements are true. I will submit my application online at yourprojects.pge.com <https://www.egi-pge.com/> and will include the complete system currently onsite on the single line diagram. If my previous system was destroyed, I will also state this on the single line diagram.
- ☐ I am either ineligible for this provision or this provision does not apply to my application. In either case, I will submit my application online at yourprojects.pge.com <https://www.egi-pge.com/>.

Part II – Description of the Generating Facilities

A. Variances from Distribution Interconnection Handbook (DIH) and Greenbook Requirements (check one):
Generating Facilities must meet the DIH and Greenbook requirements, available at www.pge.com/dih and www.pge.com/greenbook. A Variance Request must be submitted with the application for deviations, i.e. line-side tap, AC Disconnect > 10 ft from PG&E meter. (See Part III Section B for information on submitting Variance Request)

- ☐ The project meets the DIH and Greenbook Requirements and does not require a Variance Request.
- ☐ The project deviates from the DIH and Greenbook Requirements and I will include a Variance Request.

Note: Customers with Non-certified inverters or whose aggregate Generating Facility capacity exceeds 15% of the peak load on the distribution line section (or do not meet other Initial Review screens as described in Electric Rule 21) require a Supplemental Review which may result in further study, additional equipment, and/or other requirements. Customers will be notified if a Supplemental Review is required.

Part II – Description of the Generating Facilities – Continued

B. Photovoltaic (PV) Generating Facility Information

To avoid application processing delays, the manufacturer and model numbers provided should be the same as they appear on the Go Solar California website: <https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists> http://www.gosolarcalifornia.ca.gov/links/equipment_links.php.

B.1 Mounting Method: ☐ Rooftop ☐ Ground ☐ Mixed

B.2 Tracking Type: ☐ Fixed ☐ Single-Axis ☐ Dual-Axis ☐ Mixed

If fixed, please indicate: Tilt: _____ degrees Azimuth: _____ degrees

B.3 Are Performance Monitoring and Reporting Services (PMRS) being utilized? ☐ Yes ☐ No

Who is receiving the data (check all that apply): ☐ Customer

☐ Third Party (list name) _____

B.4 Photovoltaic Generator 1:



APPLICATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

If applicable, is/are the AC Disconnect(s) less than 10 ft. of the PG&E electric meter? ☐ Yes ☐ No

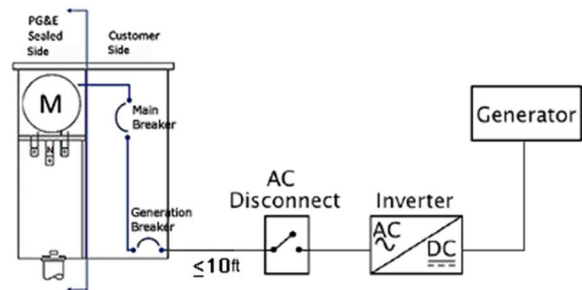
Note: PG&E's Electric and Gas Service Requirements, also known as the "Greenbook" requires the AC Disconnect Switch to be located 10 feet or less from PG&E's electric revenue meter at the point of common coupling or interconnection and easily seen from the panel. If the AC Disconnect Switch is greater than 10 feet or there is more than one AC Disconnect, a variance request must be submitted as outlined in Part II, Section A.

E. Basic Single-Line Diagram (SLD) for Solar Projects (check one):

- ☐ I certify that the SLD below and the PV equipment information in Part II accurately represents the Customer's service, the Generating Facility (and that there are no other Generator Facility(ies)) connected to the service, and the project does not require a Variance Request.

Utility Service: (if using the SLD to the right)

Panel Voltage (volts)	Main Breaker (amps)	PV Breaker Size (amps)



- ☐ I will submit a custom SLD for one or more of the following reasons: there is/are existing Generating Facility(ies) connected to the service, I am modifying an existing Generating Facility, the Basic SLD does not accurately reflect the project, or I am submitting a Variance Request.
(See Part III Section D for Custom SLD details.)

F. Service Panel Short Circuit Interrupting Rating (SCIR) (for total inverter nameplate ratings larger than 11 kW):

SCIR of the service panel connected to this Generating Facility: _____ watts



Electric Sample Form No. 79-1151B-02

Sheet 1

Application - Net Energy Metering (NEM2) Interconnection For Solar And/Or
Wind Electric Generating Facilities Of 30 Kilowatts Or Less

**Please Refer to Attached
Sample Form**



APPLICATION

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

Part I – Generating Facility Information and Responsible Parties – Continued

E. **Contractor Information** (List who is installing the system): ☐ Check this box if self-installed

Company Name _____ California Contractors State License Number _____
Street Address _____ City _____ State _____ Zip _____
Email _____ Phone Number _____

Home Improvement Salesperson (HIS) Registration Number Information

Was a Home Improvement Salesperson (HIS) involved in the development of your project?

☐ Yes ☐ No

California Public Utilities Commission Decision 21-02-026 requires “the Home Improvement Salesperson (HIS) registration number of solar providers who are required to have a HIS registration number, while enabling solar providers who are not required to have a HIS registration number to indicate they are exempt and to instead provide the applicable contractor’s license.”

If you checked “Yes” above:

Please provide the Home Improvement Salesperson (HIS) registration number below.

Home Improvement Salesperson (HIS) registration number: _____

F. **Preparer of this Application** (if not the PG&E Customer, the Preparer must be authorized to act on behalf of the Customer on the Interconnection Agreement and Customer Authorization Form 79-1151-02A):

Company Name _____ Preparer Name _____ Date Prepared _____

Part II – Description of the Generating Facilities

A. **Variances from Distribution Interconnection Handbook (DIH) and Greenbook Requirements** (check one):
Generating Facilities must meet the DIH and Greenbook requirements, available at www.pge.com/dih and www.pge.com/greenbook. A Variance Request must be submitted with the application for deviations, i.e. line-side tap, AC Disconnect > 10 ft from PG&E meter. (See Part III Section B for information on submitting Variance Request)

- ☐ The project meets the DIH and Greenbook Requirements and does not require a Variance Request.
☐ The project deviates from the DIH and Greenbook Requirements and I will include a Variance Request.

B. Photovoltaic (PV) Generating Facility Information

To avoid application processing delays, the manufacturer and model numbers provided should be the same as they appear on the Go Solar California website: <https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists> http://www.gosolarcalifornia.ca.gov/links/equipment_links.php.

B.1 Mounting Method: ☐ Rooftop ☐ Ground ☐ Mixed
B.2 Tracking Type: ☐ Fixed ☐ Single-Axis ☐ Dual-Axis ☐ Mixed

Please complete this agreement in its entirety

APPLICATION

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

Part II – Description of the Generating Facilities – Continued

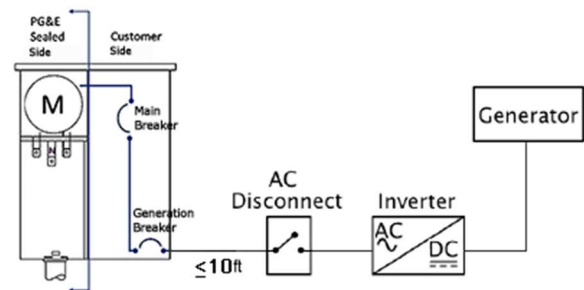
E. Basic Single-Line Diagram (SLD) for Solar Projects (check one):

☐ I certify the following:

- 1) SLD below and the PV equipment information in Part II accurately represents the Customer's service,
- 2) the Generating Facility (and that there are no other Generator Facility(ies)) connected to the service, and
- 3) the project does not require a Variance Request.

Utility Service: (if using the SLD to the right)

Panel Voltage (volts)	Main Breaker (amps)	PV Breaker Size (amps)



☐ I will submit a custom SLD for one or more of the following reasons: there is/are existing Generating Facility(ies) connected to the service, I am modifying an existing Generating Facility, the Basic SLD does not accurately reflect the project, or I am submitting a Variance Request.
(See Part III Section D for Custom SLD details.)

F. Service Panel Short Circuit Interrupting Rating (SCIR) (for total inverter nameplate ratings larger than 11 kW):

SCIR of the service panel connected to this Generating Facility: _____ amps

G. Customer Impacted by a Natural or Man-Made Disaster

Customers who were taking service on the NEM 2 tariff prior to the total or partial destruction of their system have the option to resume service on the same NEM tariff if a request for reapplication is received within two years from the date of destruction. To be eligible for this provision, all the following must be true:

1. You are the same PG&E customer of record pre-system destruction
2. You are now reapplying with a system that is sized to your most recent 12 months usage, or estimated usage that is determined by building size^C (if applicable)
3. You are not operating the new (either completely new or partially new) system without written permission from PG&E
4. Your NEM Transition Period has not expired at the time of reapplication (see NEM 2 Tariff)

Based on the above, select the appropriate box:

- ☐ I am a Customer who was impacted by a Natural or Man-Made Disaster as described in the NEM Tariffs and the above statements are true. I will submit my application online at yourprojects.pge.com <https://www.egi-pge.com/> and will include the complete system currently onsite on the single line diagram. If my previous system was destroyed, I will also state this on the single line diagram.
- ☐ I am either ineligible for this provision or this provision does not apply to my application. In either case, I will submit my application online at yourprojects.pge.com <https://www.egi-pge.com/>.

^CBuilding Size Calculation: Sq Ft X 3.23. Note: 2 watts/sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32



ELECTRIC SAMPLE FORM 79-1162
RULE 21 DETAILED STUDY AGREEMENT

Sheet 1

**Please Refer to Attached
Sample Form**

THIS DETAILED STUDY AGREEMENT ("AGREEMENT") is made and entered into this ____ day of _____, 20____ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Applicant,") and Pacific Gas and Electric Company, a corporation, existing under the laws of the State of California, ("Distribution Provider "). Applicant and Distribution Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Distribution Provider, as a public utility in the State of California subject to the jurisdiction of the California Public Utilities Commission ("Commission"), provides non-discriminatory access to generating facilities wishing to interconnect to its Distribution System or Transmission System under the provisions of Rule 21 of its Tariffs; and

WHEREAS, Applicant is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Applicant dated _____; and

WHEREAS, Applicant desires to interconnect the Generating Facility with the Distribution System or Transmission System pursuant to the ☐ Independent Study Process, or ☐ Distribution Group Study Process [check one]; and

WHEREAS, the Applicant has requested Distribution Provider to perform Interconnection Studies to assess the system impact of interconnecting the Generating Facility to the Distribution System, Transmission System and any Affected Systems and to specify and estimate the cost of the equipment, engineering, procurement and construction work needed on the Distribution Provider's electric system to physically and electrically connect the Generating Facility to the Distribution Provider's Distribution System or Transmission System in accordance with Good Utility Practice;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Distribution Provider's Rule 21.
- 2.0 Applicant elects and Distribution Provider shall cause to be performed Interconnection Studies consistent with Section F.3.b of Rule 21 for Interconnection Requests evaluated under the Independent Study Process or Section F.3.c of Rule 21 for Interconnection Requests evaluated under the Distribution Group Study Process.
- 3.0 The scope of the Interconnection Studies shall be subject to the assumptions set forth in Attachments A and, if applicable, Attachment B to this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Applicant]

By: _____

Printed Name: _____

Title: _____

Date: _____

Pacific Gas and Electric Company

By: _____

Printed Name: _____

Title: _____

Date: _____



Electric Sample Form No. 79-1174-02D
Rule 21 Generator Interconnection Application - Attachment D

Sheet 1

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6476-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted _____
Effective _____
Resolution _____

ATTACHMENT D**SOLAR (PV) TECHNOLOGY****B. Are Performance Monitoring and Reporting Services (PMRS) being utilized?**☐ Yes ☐ No

If yes, please indicate who is receiving the data? (check all that apply)

☐ Customer☐ 3rd Party (list name) _____**C. Are there electric vehicles charging on site at the above generating facility address?**☐ Yes ☐ No

If yes, please indicate how many electric vehicles _____

D. System Ownership and Financing**i. System Owner** (check one):☐ PG&E Customer Owned

If PG&E Customer Owned, please answer the following:

Indicate the System Cost paid by Customer: \$ _____

Property Assessed Clean Energy (PACE) Financed?

☐ Yes☐ No

If Yes, PACE financed by which entity? _____

If you have non-PACE financing or a lease, please fill in the information belowFinancial Institution/Lessor Name _____Financial Institution/Lessor Address _____City _____State _____Zip _____☐ Third Party Owned

If Third Party Owned, please answer the following:

Claimed Federal Investment Tax Credit (ITC) Cost Basis: \$ _____

Name of Developer at the time of sale: _____

Contract Type: ☐ PPA ☐ Lease ☐ Pre-Paid Lease ☐ Other _____**ii. Rebate Information:**Did you participate in a California rebate program? ☐ Yes ☐ No

Please indicate the rebate program that you participated in: _____

Rebate Amount: \$ _____

If you are participating in the Single-family Affordable Solar Home (SASH) program, please provide SASH project number: _____

E. Additional Generating Facility Information (Solar PV Only)

ATTACHMENT DSOLAR (PV) TECHNOLOGYi. Mounting Method: ☐ Rooftop ☐ Ground ☐ Mixedii. Tracking Type: ☐ Fixed ☐ Single-Axis ☐ Dual-Axis ☐ Mixed

If fixed, please indicate: Tilt: _____ degrees Azimuth: _____ degrees

F. Installer's/Vendor's California State Contractor License Number: _____

G. CPUC Consumer Protection Requirements Pursuant to Decision 21-06-026a. Home Improvement Salesperson (HIS) Registration NumberWas a Home Improvement Salesperson (HIS) involved in the development of your project?☐ Yes ☐ No

California Public Utilities Commission (CPUC) Decision 21-02-026 requires "the Home Improvement Salesperson (HIS) registration number of solar providers who are required to have a HIS registration number, while enabling solar providers who are not required to have a HIS registration number to indicate they are exempt and to instead provide the applicable contractor's license."

If you checked "Yes" above:Please provide the Home Improvement Salesperson (HIS) registration number below.Home Improvement Salesperson (HIS) registration number:



Electric Sample Form No. 79-1174-02J
Rule 21 Generator Interconnection Application - Attachment J

Sheet 1

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6476-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted _____
Effective _____
Resolution _____



INTERCONNECTION APPLICATION (Form 79-1174-02)

ATTACHMENT ~~KJ~~

NEM2 LOAD AGGREGATION

Part I

This is an appendix to Form 79-1151-02A, 79-978-02, 79-1137-02 or 79-1069-02 as applicable. As governed by Schedule NEM2 Special Condition 7, PG&E will aggregate the load of the Customer-Generator's accounts listed below where the Customer-Generator is the customer of record and the accounts continue to meet the requirements of Special Condition 7 of PG&E's NEM2 tariff as outlined in the Customer Declaration below.

In accordance with this appendix:

- (i) Pursuant to Schedule NEM2 Special Condition 7 the electricity generated by the renewable electrical generation facility and exported to the grid shall be allocated to each of the aggregated meters in proportion to the electrical load served by those meters, and
- (ii) One time set up fee of \$25 is assessed for each account in the NEMA2 arrangement (not to exceed \$500). A \$5 monthly fee will be assessed for each aggregated account. These fees will be billed to the generating account.

Note these fees are subject to change from time to time. Additional monthly fees (for example, but not limited to, minimum charges, meter fees, demand charges) may also apply to each account, as described in that account's otherwise applicable rate schedule,, and

- (iii) Customer-Generator shall permanently be ineligible to receive Assembly Bill (AB) 920 net surplus electricity compensation (NSC), and PG&E shall retain any kilowatt hours in excess of the eligible Customer-Generator's electrical load as determined for each aggregated meter individually. (However, if an Aggregated Account that is not a Generating Account is separated from the Arrangement, and subsequently qualifies for NEM2, it may be eligible for NSC.)

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

Part II

In accordance with Schedule NEM2, as Customer-Generator you will be required to represent and warrant under penalty of perjury on the interconnection agreement 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

NEM2 LOAD AGGREGATION

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

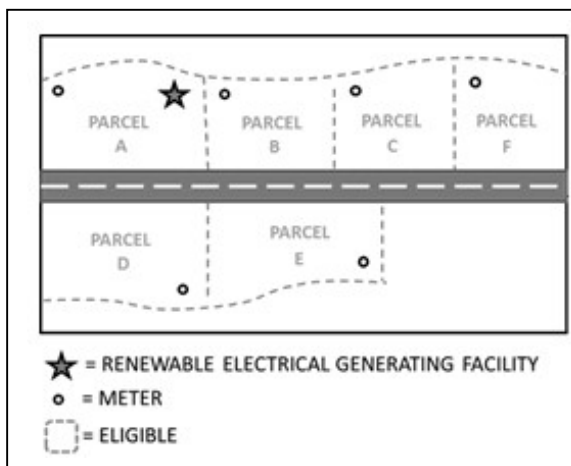
- (i) on the property where the renewable electrical generation facility is located, or
- (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, 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) You agree to notify PG&E if there is any change of status that makes any of the meters listed in this Appendix ineligible for meter aggregation to ensure that only eligible meters are participating PG&E will require an updated Appendix and Declaration form and

5) In the "Variations on Customer Generator Name" fields on the following table, you may provide all variations of your name. By signing the interconnection agreement you attest that as Customer-Generator, you have sole control of all the parcels establishing contiguity for the Arrangement listed on Page 3 of this Appendix.



Variations on Customer-Generator Name
1)
2)
3)
4)
5)

You will have to sign that you understand that "sole control" means that I solely own, lease or rent each parcel or that I have an irrevocable easement that grants me sole use and control of the entire parcel. I understand that other types of easements are not sufficient to establish contiguity for NEM2A.



INTERCONNECTION APPLICATION (Form 79-1174-02)

ATTACHMENT ~~KJ~~

NEM2 LOAD AGGREGATION

Part III

A. Second Service For Generator

Requesting Second Service for Generator: ☐ Yes ☐ No

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

B. Minimum Number of Aggregated Load Accounts

A NEM2A Arrangement must have at least two Aggregated Load Accounts. The generator account must have non-generator (existing) load to be counted as an Aggregated Load Account. Generator Accounts interconnected based on Part II A above, will not be counted as an Aggregated Load Account.

INTERCONNECTION APPLICATION (Form 79-1174)

ATTACHMENT ~~J~~ **K** NEM2 LOAD AGGREGATION

NEM2 Load Aggregation Worksheet								
Accounts	PARCEL NUMBER	ACCOUNT NAME ^{1 2}	SERVICE ADDRESS	ELECTRIC ACCOUNT NUMBER ²	ELECTRIC SERVICE AGREEMENT NUMBER ²	ELECTRIC METER NUMBER ²	ELECTRIC RATE SCHEDULE ²	ANNUAL KWH LOAD ³
Generator								
Load Acct 1								
Load Acct 2								
Load Acct 3								
Load Acct 4								
Load Acct 5								
Load Acct 6								
Load Acct 7								
Load Acct 8								
Load Acct 9								
Load Acct 10								
Total Annual kWh								
<i>(For Standard NEM2 Solar/Wind less than 30kW) - 110% of Total Annual kWh</i>								
Estimated Annual kWh Production			Solar = CEC-AC⁴ rating X 1,664⁵ Wind = Total Inverter Nameplate Rating X 2,190⁶ Other Technologies = Total Inverter Nameplate Rating X 7,008⁷					

¹ If this is a new account, enter *NEW*.

² As listed on your Billing Statement

³ For previous twelve months from date of signature. Please also enter the annual kWh for generator account prior to the generator being installed; if none, enter zero.

⁴ CEC-AC (kW) = California Energy Commission Alternating Current, refers to inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

⁵ Estimated Solar Production = 8,760 hrs/yr X 0.19 solar capacity factor = 1,664

⁶ Estimated Wind Production = 8,760 hrs/yr X 0.25 wind capacity factor = 2,190

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



Electric Sample Form No. 79-1174-02K
Rule 21 Generator Interconnection Application - Attachment K

Sheet 1

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6476-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted _____
Effective _____
Resolution _____



INTERCONNECTION APPLICATION (Form 79-1174-02)

ATTACHMENT JK

NEMFC LOAD AGGREGATION

As governed by Schedule NEMFC Special Condition 4, for purposes of determining if the eligible Fuel Cell Customer-Generator was a net consumer or a net producer of electricity during each Relevant Period PG&E will aggregate the load of the Fuel Cell Customer-Generator's accounts listed below where the Fuel Cell Customer Generator is the customer of record and the following requirements are met: (i) the accounts are on an applicable time-of-use rate schedule, and (ii) the accounts are located on the property where the Eligible Fuel Cell Electrical Generation Facility is located or on property adjacent or contiguous to that property as long as those properties are solely owned, leased, or rented by the Eligible Fuel Cell Customer-Generator; and (iii) all the accounts are served by the same electric commodity service provider. (i.e. the Eligible Fuel Cell Customer- Generator account and all aggregated accounts must all be on bundled service or all on CCA service, or all on DA service.)

	Meter (Badge) Number	Service Agreement ID	Rate Schedule	Address (Street, City, Zip Code)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				



Electric Sample Form No. 79-1193

Sheet 1

Agreement and Customer Authorization Net Energy Metering (NEM) Interconnection For Solar And/Or
Wind Electric Generating Facilities Of 30 Kilowatts Or Less Paired
with Energy Storage of 10 Kilowatts Or Less or Energy Storage with Power Control System Certification

**Please Refer to Attached
Sample Form**

(Continued)

Advice
Decision

6476-E

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM) Interconnection

~~f~~For Solar ~~a~~And/~~o~~Or Wind Electric Generating Facilities ~~o~~Of 30 Kilowatts ~~o~~Or Less; ~~Paired~~ with Energy Storage of 10 Kilowatts ~~o~~Or Less, or Energy Storage with Power Control System Certification

IMPORTANT NOTES:

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

Part I – Generating Facility Information and Responsible Parties

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

NEM 30 kilowatts or Less Paired with Energy Storage: ☐ Single Account ☐ Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation (NEMA) is a program that allows customers with multiple meters to use the renewable energy generated at one meter (up to 1MW) to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator. Energy Storage system must be 10 kilowatts or less.

Customer Sector (check only one):

- | | |
|--------------------------------------|---|
| ☐ Residential | ☐ Educational |
| ☐ Commercial | ☐ Military |
| ☐ Industrial | ☐ Other Government |
| ☐ Non-Profit | |

Account Holder Name* (Individual or Company)

Electric Service Agreement ID *

Meter Number*

CA

Service Address*

City*

State

Zip*

Customer Phone Number

Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)

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

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

Contact Name to Request Access (if access issues exist)

Contact Phone

Please complete this agreement in its entirety

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

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

Automated Document, Preliminary Statement, Part A.

Page 1 of 8

Form 79-1193

Advice ~~6426-E4558-G/6476-E~~

~~December 2021~~ January 2022



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM) Interconnection

~~f~~For Solar ~~a~~And/~~o~~Or Wind Electric Generating Facilities ~~o~~Of 30 Kilowatts ~~o~~Or Less~~;~~ with Energy Storage of 10 Kilowatts ~~o~~Or Less~~,~~ or Energy Storage with Power Control System Certification

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

Company Name

Contact Person

Contact Phone Number

Email

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

Part II – NEM Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the associated Interconnection Request.

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

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) a valid Interconnection Request, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM) Interconnection

~~f~~For Solar ~~a~~And/~~o~~Or Wind Electric Generating Facilities ~~o~~Of 30 Kilowatts ~~o~~Or Less~~;~~ with Energy Storage of 10 Kilowatts ~~o~~Or Less~~,~~ or Energy Storage with Power Control System Certification

B. Generator System Sizing

Please complete this section only if installing a new Solar or Wind system or modifying an existing Solar or Wind system. This section is not applicable if only adding energy storage to an existing previously interconnected Solar or Wind system.

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

Generator System Type: ☐ Solar ☐ Wind ☐ Both

Estimated Annual Production:

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

Estimated Annual Energy Usage:

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

Net Generation:

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

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

A Non-NEM Eligible Energy Storage System or an Energy Storage System with a Certified Power Control System (see Section R):

Energy Storage System Rating _____ kW

Does the energy storage system share an inverter with the NEM system? ☐ Yes ☐ No

If not, please provide:

Energy Storage Inverter Rating _____ kW

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

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

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM) Interconnection

For Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

Part III – Rate Selection

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

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

- ☐ Stay on existing rate
- ☐ Requested new rate _____

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

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

Part IV – Interconnection Agreement Provisions

A. Purpose

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

B. Applicability

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

C. NEM Transition

Customers receiving service on the current NEM tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier, are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedule NEM at https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHS_NEM.pdf http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHS_NEM.pdf for more details.

D. Permission to Operate

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM) Interconnection

~~f~~For Solar ~~a~~And/~~o~~Or Wind Electric Generating Facilities ~~o~~Of 30 Kilowatts ~~o~~Or Less~~;~~ with Energy Storage of 10 Kilowatts ~~o~~Or Less~~,~~ or Energy Storage with Power Control System Certification

E. Safety

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

F. Safe Operation of your Generating Facility

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

G. AC Disconnect Switch

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

H. Rate

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

I. NEM Billing

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

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM) Interconnection

~~f~~For Solar ~~a~~And/~~o~~Or Wind Electric Generating Facilities ~~o~~Of 30 Kilowatts ~~o~~Or Less~~;~~ with Energy Storage of 10 Kilowatts ~~o~~Or Less~~,~~ or Energy Storage with Power Control System Certification

J. Net Surplus Compensation (NSC)

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

K. Limitation of Liability

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

L. Governing Law

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

M. Governing Authority

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

N. Term of Agreement

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

O. Meter Access

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

P. Stale Agreements

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection For Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less, with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

Q. Smart Inverters

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

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

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

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

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

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

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

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

R. Power Control System Certification

By signing below, customer confirms that Energy Storage over 10 kW has received UL 1741 CRD for Power Control Systems (PCS) certification that will comply with either No Grid Charge or No Storage Export as defined in Schedule NEM2.

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM) Interconnection

~~f~~For Solar ~~a~~And/~~o~~Or Wind Electric Generating Facilities ~~o~~Of 30 Kilowatts ~~o~~Or Less~~;~~ with Energy Storage of 10 Kilowatts ~~o~~Or Less~~;~~ or Energy Storage with Power Control System Certification

Part V – Signature

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

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

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

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

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

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I authorize PG&E to release any and all information contained in this application, and addendum if applicable, for interconnection to the State Entities identified in this Part V without further notification or consent.
- 4) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 5) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E's Electric Rule 21.

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

(Signature)

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

(Date)



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM) Interconnection For Solar ~~And/Or~~ Wind Electric Generating Facilities ~~Of~~ 30 Kilowatts ~~Or~~ Less, with Energy Storage of 10 Kilowatts ~~Or~~ Less, or Energy Storage with Power Control System Certification

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

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



Electric Sample Form No. 79-1193-02

Sheet 1

Agreement and Customer Authorization Net Energy Metering (NEM2) Interconnection For Solar And/Or
Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less
or Energy Storage with Power Control System Certification

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6476-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted _____
Effective _____
Resolution _____



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

~~f~~For Solar ~~a~~And/~~o~~Or Wind Electric Generating Facilities ~~o~~Of 30 Kilowatts ~~o~~Or Less; with Energy Storage of 10 Kilowatts ~~o~~Or Less, or Energy Storage with Power Control System Certification

IMPORTANT NOTES:

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

Part I – Generating Facility Information and Responsible Parties

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

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

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

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

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

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

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

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

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

Please complete this agreement in its entirety

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

Page 1 of 9
Form 79-1193-02
Advice ~~6426-E4558-G/6476-E~~
~~December 2021~~ January 2022



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

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

Company Name

Contact Person

Contact Phone Number

Email

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

Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the associated Interconnection Request.

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

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) a **valid Interconnection Request**, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

For Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less, with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

B. Generator System Sizing

Please complete this section only if installing a new Solar or Wind system or modifying an existing Solar or Wind system. This section is not applicable if only adding energy storage to an existing previously interconnected Solar or Wind system.

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

Generator System Type: ☐ Solar ☐ Wind ☐ Both

Estimated Annual Production:

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

Estimated Annual Energy Usage:

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

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

Net Generation:

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

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

A Non-NEM Eligible Energy Storage System or an Energy Storage System with a Certified Power Control System (see Section R):

Energy Storage Rating _____ kW

Does the energy storage system share an inverter with the NEM system? ☐ Yes ☐ No

If not, please provide:

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

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

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

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

Please complete this agreement in its entirety

Automated Document, Preliminary Statement, Part A.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

~~f~~For Solar ~~a~~And/~~o~~Or Wind Electric Generating Facilities ~~o~~Of 30 Kilowatts ~~o~~Or Less~~;~~ with Energy Storage of 10 Kilowatts ~~o~~Or Less~~,~~ or Energy Storage with Power Control System Certification

Energy Storage Inverter Rating _____ kW

Part III – Rate Selection

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

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

☐ Stay on existing rate

☐ Requested new rate _____

Part IV – Interconnection Agreement Provisions

A. Applicability

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

B. Permission to Operate

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

C. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electric generating system, or a hybrid system of both, that meets

those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

D. Safe Operation of your Generating Facility

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

~~f~~For Solar ~~a~~And/~~o~~Or Wind Electric Generating Facilities ~~o~~Of 30 Kilowatts ~~o~~Or Less~~;~~ with Energy Storage of 10 Kilowatts ~~o~~Or Less~~,~~ or Energy Storage with Power Control System Certification

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

E. AC Disconnect Switch

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

F. Rate

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

G. NEM2 Billing

The Customer's meter separately measures exports and imports.

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

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

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

H. Net Surplus Compensation (NSC)

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

I. Limitation of Liability

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

J. Governing Law

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

K. Governing Authority

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

L. Term of Agreement

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

M. Meter Access

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

N. Stale Agreements

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

O. CEC Listed

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

P. Warranties or Service Agreements

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

Q. Smart Inverters

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

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

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

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

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

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

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

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

R. Power Control System Certification

By signing below, customer confirms that Energy Storage over 10 kW has received UL 1741 CRD for Power Control Systems (PCS) certification that will comply with either No Grid Charge or No Storage Export as defined in Schedule NEM2.

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

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

Please complete this agreement in its entirety



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

Part V – Signature

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THE FULLY POPULATED DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY. THIS FORM MUST BE SIGNED BY THE EXISTING PG&E CUSTOMER LISTED IN PART I.

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

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

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

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I authorize PG&E to release any and all information contained in this application, and addendum if applicable, for interconnection to the State Entities identified in this Part V without further notification or consent.
- 4) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 5) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E's Electric Rule 21.

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

(Signature)

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

(Date)



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less with Energy Storage of 10 Kilowatts or Less, or Energy Storage with Power Control System Certification

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

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



Electric Sample Form No. 79-1198-02

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 6476-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted _____
Effective _____
Resolution _____



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

- (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
Attn: Insurance Department
77 Beale St.
San Francisco, CA 94105
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) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 kW

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~~ twelve 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.

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

ATTACHMENT B

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

Total Project Costs:

<u>Cost Category</u>	<u>Amount Subject to Cost of Ownership (\$)</u>	<u>Amount NOT Subject to Cost of Ownership (\$)</u>	<u>Total Cost Category Amount (\$)</u>
<u>Interconnection Facilities Costs (from final study Cost Estimate)</u>			
<u>Distribution Upgrade Costs (from final study Cost Estimate)</u>			
<u>Total Project Costs</u>			

The Interconnection Customer has elected the following by placing a check mark against it for Cost-of-Ownership for the applicable Interconnection Facilities and/or Distribution Upgrade. Details on the scope that is subject to Cost-of-Ownership are found in the Final Study Report cost table in Attachment B for Interconnection Facilities and Distribution Upgrades. These Cost-of-Ownership charges shall commence on the date Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date.

A. ☐ Monthly Cost-of-Ownership Charge

_____ \$ _____ x _____ (current percentage rate) = \$ _____

B. ☐ Equivalent One-Time Charge (in lieu of recurring Monthly Cost-of-Ownership Charge)

_____ \$ _____ / month x 12 months x _____ (present worth factor) = \$ _____



Electric Sample Form No. 79-1201
Butte County Mobilehome Park (MHP) Rebuild Program Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6476-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted _____
Effective _____
Resolution _____

BUTTE COUNTY MOBILEHOME PARK (MHP) REBUILD PROGRAM AGREEMENT (Form 79-1201)

This Butte County Mobilehome Park Rebuild Program Agreement ("Agreement") is made and entered into by and between _____ ("Mobile Home Park Owner/Operator"), a _____ organized and existing under the laws of the state of _____, and the Utility, "Pacific Gas and Electric Company" ("PG&E" or "Utility"), a corporation organized and existing under the laws of the state of California. Mobile Home Park (MHP) Owner/Operator and PG&E may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, both PG&E and the MHP Owner/Operator seek to rebuild the utility infrastructure in the MHP identified in this Agreement.

The Parties agree as follows:

1. General Description of Agreement

1.1. Applicability:

- 1.1.1. The Butte County MHP Rebuild Program ("MHP Rebuild Program") is available to all eligible MHPs that were destroyed by the Camp Fire and were provided electric and/or gas service by PG&E prior to the fire. Only services previously provided by PG&E prior to the Camp Fire are eligible for the MHP Rebuild Program.
- 1.1.2. All eligible mobilehome parks affected by the Camp Fire are eligible for the MHP Rebuild Program and are not required to be prioritized or pre-qualified by the Safety Enforcement Division (SED) of the California Public Utilities Commission (CPUC).
- 1.1.3. In addition, only mobilehome spaces that are permitted by the California Department of Housing and Community Development (HCD) or its designated agency, common areas and any habitable/useable structure on the property pre-dating the fire are eligible for the MHP Rebuild Program. Recreational vehicle parks and spaces are not eligible for the MHP Rebuild Program.
- 1.1.4. Each participating MHP Owner who operates on leased real property shall submit proof of a valid lease for a minimum of 20 years from the date that the Butte County Mobilehome Park Rebuild Program Agreement is executed by PG&E.

- 1.2. This Agreement is a legally binding contract. The Parties agree to be bound by the terms and conditions set forth herein and incorporated herein by reference. This Agreement shall govern the installation of direct PG&E electric and/or gas distribution and service, including all registered Mobilehome Spaces (MH-Space), common areas, permanent buildings, and/or structures that were previously supplied PG&E utility service(s).



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



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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



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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.



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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:

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



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

- 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

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)

**PG&E Gas and Electric
Advice Submittal List
General Order 96-B, Section IV**

AT&T Albion Power Company	East Bay Community Energy Ellison Schneider & Harris LLP Energy Management Service Engineers and Scientists of California	Pioneer Community Energy Public Advocates Office
Alta Power Group, LLC Anderson & Poole		Redwood Coast Energy Authority Regulatory & Cogeneration Service, Inc. SCD Energy Solutions San Diego Gas & Electric Company
Atlas ReFuel BART	GenOn Energy, Inc. Goodin, MacBride, Squeri, Schlotz & Ritchie Green Power Institute Hanna & Morton ICF International Power Technology	SPURR San Francisco Water Power and Sewer Semptra Utilities
Barkovich & Yap, Inc. California Cotton Ginners & Growers Assn California Energy Commission		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.
California Hub for Energy Efficiency Financing	Intertie	
California Alternative Energy and Advanced Transportation Financing Authority California Public Utilities Commission Calpine	Intestate Gas Services, Inc. Kelly Group Ken Bohn Consulting Keyes & Fox LLP Leviton Manufacturing Co., Inc.	TransCanada Utility Cost Management Utility Power Solutions Water and Energy Consulting Wellhead Electric Company Western Manufactured Housing Communities Association (WMA) Yep Energy
Cameron-Daniel, P.C. Casner, Steve Center for Biological Diversity	Los Angeles County Integrated Waste Management Task Force MRW & Associates Manatt Phelps Phillips Marin Energy Authority McKenzie & Associates	
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	Modesto Irrigation District NLine Energy, Inc. NRG Solar OnGrid Solar Pacific Gas and Electric Company Peninsula Clean Energy	
Dept of General Services Don Pickett & Associates, Inc. Douglass & Liddell		