



Electric Sample Form No. 79-1100 Sheet 1
ELECTRIC RULE 21 - AGREEMENT TO INSTALL APPLICANT REQUESTED NGOM SPECIAL
FACILITIES FOR SOLAR PERFORMANCE METERING

**Please Refer to Attached
Sample Form**



ELECTRIC RULE 21 - AGREEMENT TO INSTALL APPLICANT REQUESTED NGOM SPECIAL FACILITIES FOR SOLAR PERFORMANCE METERING

DISTRIBUTION:	REFERENCE:
<input type="checkbox"/> XXXX	_____
<input type="checkbox"/> XXXX	_____
<input type="checkbox"/> XXXX	_____
<input type="checkbox"/> XXXX	_____
<input type="checkbox"/> _____	_____

At the request of _____ (“Applicant”), Applicant and **Pacific Gas and Electric Company (PG&E)** hereby enter into this agreement (“Agreement”) for the installation of solar generation performance metering equipment, also known as net generation output metering (“NGOM”), to support Applicant’s participation in the California Solar Initiative (“CSI”) Program. NGOM is required by the California Public Utilities Commission (“CPUC”) for participation in the CSI Performance Based Incentive (“PBI”) payment structure, and may also be installed to provide Applicant information on Applicant’s solar generating system’s performance. This Agreement will commence the later of: (1) the date of Agreement’s execution; or (2) the date of the first CSI payment.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials, services, and related facilities required therefore, subject to the following conditions:

1. The location and requested work are described as follows: (A detailed description of the materials and facilities to be furnished and/or work to be performed by PG&E is provided below. This includes any data communication and processing services provided by PG&E and/or its selected communication vendors.)

SERVICE ADDRESS:

DESCRIPTION OF FACILITIES (Special Facilities):

2. Prior to Special Facilities installation, Applicant shall pay to PG&E, promptly upon demand the cost of the equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment in perpetuity (Cost-of-Ownership, COO), and for on-going performance data communication and processing services required for PBI payment calculation and processing through an Equivalent One Time payment based upon the appropriate present-worth-factor (“PWF”). Applicant waives its right to elect the “actual” cost option under Rule 21, and PG&E will use the “estimated” cost option in determining costs. As rearrangement (PG&E service re-configuration following NGOM removal) and meter removal costs are paid by Applicant prior to construction, there will be no true-up upon termination of Agreement, and for the purpose of calculating Applicant’s charges under Agreement, a salvage value of zero will be assigned to the meter and other PG&E equipment removed upon termination.

Performance Data Provider (“PDP”) services, if required, will coincide with the 5-year PBI payment schedule. However, Applicants who change their PDP during the 5-year incentive payment term may alternatively select 1, 2, 3, or 4 years of PDP service from PG&E, depending on the length of term remaining on their PBI incentive payment schedule. PDP service provided pursuant to Agreement includes remote communication and collection of

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interval and cumulative solar production data from the NGOM equipment, and data validation and processing services for the purpose of calculating the monthly PBI payment.

There will be no refund for termination of PDP services fees prior to the requested time period. The costs are summarized as follows on the next page.

Special Facilities to Install NGOM

NGOM installation and removal (a)	\$ _____
Initial Data Communication Service Activation (b)	\$ _____
NGOM Rearrangement (c)	\$ _____
Amount subject to ITCC* (a + b + c):	\$ _____
Income Tax Component of Contribution (ITCC) (d)	\$ _____
Installation Total (a + b + c + d):	\$ _____

Equivalent One-Time Payments

NGOM Cost-of-Ownership (e) (applied only to "a")	\$ _____
Performance Data Provider (PDP) Services (f)	\$ _____
Duration of PDP Service (1, 2, 3, 4, or 5 years):	\$ _____
TOTAL DUE (a + b + c + d + e + f):	\$ _____

- Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
- Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
- When installing Special Facilities on Applicant's premises, Applicant grants PG&E the right:
 - to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and,
 - of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.
- Applicant understands that, as provided in PG&E's applicable Electric Rule 14, PG&E does not guarantee electric service to be free from outages, interruptions, or curtailments. Applicant further understands that the charges for the Special Facilities represent the additional cost



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associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.

- 7. Special Facilities shall at all times be the property of PG&E.
- 8. If Applicant terminates this Agreement, the NGOM equipment will be removed. It is Applicant's responsibility at the time of NGOM removal to take action to reestablish the interconnection of their solar system with PG&E's grid. This may entail, but not be limited to, retaining the services of an electrical contractor to provide electrical continuity across the gap previously occupied by the NGOM equipment
- 9. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

APPROVED:

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

_____	PACIFIC GAS AND ELECTRIC COMPANY
Customer/Company	_____
_____	_____
Authorized by (Print)	Authorized by (Print)
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date