



Electric Sample Form No. 79-1213

Sheet 1

(N)

Agreement and Customer Authorization Non-Export Generating Facility Sized 30 Kilowatts or Less

(N)

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6249-E-B
Decision D.21-06-002

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted August 10, 2021
Effective July 19, 2021
Resolution _____

AGREEMENT AND CUSTOMER AUTHORIZATION NON-EXPORT GENERATING FACILITY SIZED 30 KILOWATTS OR LESS (FORM 79-1213)

1. SCOPE AND PURPOSE

The purpose of this *Non-Export Generating Facility Sized 30 Kilowatts or Less Agreement* (Agreement) is to allow the Customer identified below to interconnect and operate a Non-Export Generating Facility (Generating Facility) in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System. Customer has elected to interconnect and operate its Generating Facility to serve the electrical loads connected to the electric service agreement ID identified below. 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).

2. CUSTOMER AND GENERATING FACILITY

- a. 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'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 Customer as Appendix A).
- b. Generating Facility identification number: _____ (Assigned by PG&E).
- c. Customer's electric service agreement ID number: _____ (Assigned by PG&E).
- d. Customer 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: _____

- e. The Gross Nameplate Rating of the inverter connected to the Generating Facility is: _____ kW.
- f. The Net Nameplate Rating of the Generating Facility is _____ kW.
- g. The expected annual energy production of the Generating Facility is _____ kWh.

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

Appendix A - Developer and Customer Attestation (if applicable)

Appendix B - Description of Generating Facility and Single-Line Diagram (Supplied by Customer).

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

Appendix D - 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 E - Operating Requirements for Energy Storage Device(s).

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.

AGREEMENT AND CUSTOMER AUTHORIZATION Non-Export Generating Facility Sized 30 Kilowatts or Less

- b. 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. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

- a. The electric power produced by Customer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Customer's Generating Facility. Customer shall attempt in good faith to regulate the electric power output of Customer'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 Customer's Generating Facility.
- b. Distribution Provider may provide requirements that must be met by the Customer 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 C of this Agreement.

5. AUTHORIZED CONTACT INFORMATION

This section is 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.

6. PERMISSION TO OPERATE

Other than a Generating Facility eligible for the Notification-Only Pilot program, 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.

7. 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.

8. SAFE OPERATION OF 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. STALE AGREEMENT

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 interconnect their Non-Export Generating Facility.

15. SMART INVERTERS

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

Verification of inverter model's 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 application¹ no later than March 31, 2018, or
- (d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

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

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

AGREEMENT AND CUSTOMER AUTHORIZATION

Non-Export Generating Facility Sized 30 Kilowatts or Less

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

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

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

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

- 1) The information provided in this Agreement is true and correct.**
- 2) By completing the fields and checking the box in Section 4, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.**
- 3) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E's Electric Rule 21.**

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

(Signature)

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

(Date)

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

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all Rule 21 requirements.



APPENDIX A

DEVELOPER AND CUSTOMER ATTESTATION (if applicable)

APPENDIX B**DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM**

(Provided by Customer)

APPENDIX C**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 Customer of Rules “2” and “21.”)

APPENDIX D (If Applicable)**RULE 21 “SPECIAL FACILITIES” AGREEMENT
(Formed between the Parties)**

APPENDIX E

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

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

- Customer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
- Customer'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 Customer'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, Customer 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. Customer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Customer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Customer 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. Customer 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.