Revised Cancelling Revised

Cal. P.U.C. Sheet No. Cal. P.U.C. Sheet No. 60415-E 59722-E

Oakland, California

Electric Sample Form No. 79-1220

Sheet 1

Interconnection Agreement for Net Energy Metering (NEM) of a Renewable Electric Generating Facility of 1,000 kW or Less, Except Solar or Wind Facilities of 30 kW or Less, and Virtual Net Energy Metering (NEMV) of a Renewable Electric Generating Facility of 1,000 kW or Less

> Please Refer to Attached Sample Form

> > (Continued)

Regulatory Proceedings and Rates



This <u>Interconnection Agreement for Net Energy Metering (NEM) for a Renewable Electric Generating Facility of 1,000 kW or Less, Except Solar Or Wind Facilities of 30 kW or Less, and Virtual Net Energy Metering (NEMV) of a Renewable Electric Generating Facility of 1,000 kW or Less (Agreement)¹ is entered into by and between</u>

(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 Renewable Electrical Generation Facility as defined in Schedule NEM (if this is a NEM Solar or Wind Generating Facility less than 30 kW, please use form 79-1151A) (Generating Facility) in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E's electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

Under the Virtual Dual Tariff (VDT) Special Condition of NEMV, a virtual arrangement may include one or more Benefiting Accounts with a Rule 21 non-export Generating Facility (including if it is storage only). Note, while the VDT Special Condition allows for a Benefiting Account in a NEMV arrangement to install a Generating Facility and take service under NBT (but not NEM2 or NEM), this option will not be available until September 30, 2026. Please refer to the VDT Special Condition in NEMV, about the requirements, billing and details.

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



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

AND	DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE
2.1	A description of the Generating Facility, including a summary of its significant components, and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Distribution System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).
2.2	Generating Facility identification number: (Assigned by PG&E).
2.3	Customer-Generator's electric service agreement ID number:(Assigned by PG&E).
2.4	Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:
	Name:
	Address:
	City/Zip Code:
2.5	The Gross Nameplate Rating of the Generating Facility: kW.
2.6	The Net Nameplate Rating of the Generating Facility: kW.
2.7	The expected annual energy production of the Generating Facility is kWh.
2.8	Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement is
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	Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.
	Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.
	Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists.
	Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.



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

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

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

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

Appendix B A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work* (62-4527), if applicable (Formed by the Parties).

Appendix C Schedule NEM / NEMV Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code (if applicable).

Automated Document, Preliminary Statement A

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

^{1.} A completed Interconnection Application including all supporting documents and required payments, (continued next page)

^{2.} A completed signed Interconnection Agreement,

^{3.} Evidence of the Customer Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.



Appendix D NEM Load Aggregation Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel (if applicable) Customer-Generator Affidavit Warranting That NEM2V Arrangement Appendix E Is Sized to Load (if applicable) NEMV, NEM2V Storage (if applicable) Appendix F Appendix G Operating Requirements for Energy Storage Device(s) (when applicable) Appendix H NEMFC Customer Agreement For Meeting Emission Standard Required by the California Public Utilities Commission (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 NEM (if applicable), Schedule NEMV (if applicable) 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.

Additional Terms and Conditions for Limited Generation Profile

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

4. TERM AND TERMINATION

Appendix I

Facilities.

- 4.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
 - (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 4.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:



- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
- (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 5.
- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY REQUIREMENTS

- 5.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 5.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.



5.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Rule 21 Generator Interconnection Application* (Form 79-1174) via PG&E's online Application Portal, including all supporting documents and payments as described in the Application; (2) a signed and completed *Interconnection Agreement for Net Energy Metering of a Renewable Electrical Generation Facility of 1,000 kW or Less, Except Solar or Wind Facilities of 30 KW or Less* (Form 79-XXXX); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

6. INTERCONNECTION FACILITIES

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

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



(a)	For NEMV Customer-Generators only, to the extent that Customer-Generator has currently in force property insurance and commercial general liability or personal liability insurance, Customer-Generator agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Customer-Generator meets the requirements of this Section 8.1(a), Customer-Generator shall not be required to purchase any additional liability insurance.
	I have insurance. I hereby certify that there is presently insurance

I have insurance. I hereby certify that there is presently insurance coverage in the amount of \$ for the Schedule NEMV Generating Facility location.
Insuring Company's Name:
Insurance Policy #
I do not have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for the Schedule NEMV Generating Facility location.

- 8.2. Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.
- 8.3. The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.4. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

If at any time during this agreement the Customer-Generator fails to meet the requirements in Section 5, the following insurance shall apply:

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

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or



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

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause
- 8.5. 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.
- 8.6. Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 8.1.
 - 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.
- 8.7. All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company Attn: Insurance Department 300 Lakeside Drive, Suite 210 Oakland, CA 94612



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

300 Lakeside Drive, Suite 210

Oakland, CA 94612

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.



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.
- 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. CRD POWER CONTROL SYSTEM CERTIFICATION

When applicable, Customer-Generator confirms that the Renewable Electrical Generation Facility including Energy Storage over 10 kW that has received UL 1741 CRD for Power Control Systems (PCS) certification will comply with either No Grid Charge or No Storage Export as defined in Schedule NEM2.

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

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

18. SIGNATURES

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

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



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



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)



APPENDIX C

(NOT APPLICABLE TO SOLAR AND/OR WIND)

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 is required every time a new NEM or NEMV interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility)

Check Type of Renewable Electrical Generation Facility:

☐ biomass	☐ geothermal	municipal solid waste	
solar thermal	☐ fuel cell	☐ landfill gas	
small hydroelectric generation	ocean wave	digester gas	
ocean thermal	☐ tidal current		
NEM / NEMV Customer-Generator (Customer) declares that (1) it meets the requirements to be an "Eligible Customer-Generator" and its Generating Facility. (2) (a) meets the requirements of an "Renewable Electrical Generation Facility", as defined in Section 2827(b)(5) of the California Public Utilities Code and (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook. ³ (Eligibility Requirements).			
Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):			
³ The RPS Guidebooks can be found at: https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard			



u	If the Renewable Electrical Generation Facility is a <u>fuel cell</u> , 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).
lf the Facil	e Customer uses biogas or a renewable fuel as the fuel for their Renewable Electric Generation lity:
[s	Eligible Customer-Generator warrants that the Renewable Generation Facility is powered solely with renewable fuel.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 10 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its sole discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 10 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM or NEMV, Net Energy Metering Service for Eligible Customer-Generators.



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

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

I certify	y the above is true and correct,
Cı	ustomer-Generator Signature:
Na	ame:
Tit	tle:
	ate:



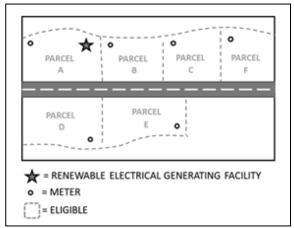
APPENDIX D

NEM LOAD AGGREGATION APPENDIX (If Applicable)

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

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

- 1) The total annual output in kWh of the generator is less than or equal to 100% of the annual aggregated electrical load in kWh of the meters within the arrangement, including the load on the generating account itself (before being offset by the generator), and including any estimated future additional load; and
- 2) Each of the aggregated account meters associated with this NEM2 generator account are located either:
- (i) on the property where the renewable electrical generation facility is located, or
- (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an



unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.

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

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

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



5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.		
Customer Generator's Name	Signature	
Customer Generator's Name	Signature	
Date	Type/Print Name	



APPENDIX E (If Applicable)

CUSTOMER-GENERATOR AFFIDAVIT WARRANTING THAT NEM2V ARRANGEMENT IS SIZED TO LOAD

In accordance with Schedule NEM2V, I, Customer-Generator warrant that:

- the Generator Account associated with this NEM2V agreement is sized to offset no more than part or all of the annual usage (kWh) requirements of all the Benefitting Accounts included in this NEM2V Arrangement, and
- 2) the Eligible Allocation Percentage established for <u>each</u> Benefitting Account is sized to offset no more than part or all or the annual usage (kWh) requirement for that specific Benefitting Account.

Service Address of Generator:	
Customer Generator's Name	Signature
	Type/Print Name
	Titlo



APPENDIX F (If Applicable) NEMV, NEM2V Storage

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



APPENDIX G

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

The	ne following Operating Requirement(s) apply to the	charging functions of the Generat	ting Facility:
	Producer's storage device(s) will not consume System at any time.	power from Distribution Provide	er's Distribution
	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 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 Distrib	oution System.
	This operating constraint voids the need for the following specific mitigation scope:		
abo	o other charging function limitation is required for to love. Producer will be responsible for the costs of itigations if at any time the Producer elects to forego	f the corresponding upgrades or	other technical

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.



APPENDIX H

NEMFC Customer Agreement For Meeting Emission Standard Required by the CPUC (when applicable).

Starting January 1, 2017 and also as applicable pursuant to California Public Utilities Commission (CPUC) Decision (D.) 23-11-068, 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 and D.23-11-068 (as referenced in PG&E's NEMFC tariff).

The NEMFC GHG emissions standards developed by the California Air Resources Board (ARB) became effective on October 26, 2020, and will be approved in D.23-11-068 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 the timeline provided by the CPUC. Additional standards may be added through CPUC Rulemaking 20-08-020, which contains requirements concerning NEMFC customers. 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,
 - Public Purpose Program Charges;
 - b. Nuclear Decommissioning;
 - c. Wildfire Fund Charge; 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 a standby tariff pursuant to Schedule SB and pursuant to PU Code Section 2827.10(f)(2)(A).
- 4. I further understand that I will not be eligible for Rate Schedule NEMFC and will no longer receive any credit for any exports to the grid.



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



Appendix I

ADDITIONAL TERMS AND CONDITIONS FOR LIMITED GENERATION PROFILE FACILITIES (Applicable only to LGP Facilities)

1.	LGP Fa	acility Configuration
	1.1	Circuit Name / Feeder ID:
	1.2	Node ID / Line Section ID:
	1.3	Make/Mode of Certified PCS System:
2.	Power	Control System Requirements for An LGP Facility
	control to main	lowing are minimum requirements for limited export systems that use a certified power systems (PCS) with an open loop response time (OLRT) no more than two seconds tain a level of export that is capped at the approved Limited Generation Profile (LGP) at the Point of Common Coupling (PCC) with the utility.
	2.1	Use a PCS that that is certified to the UL 3141 certification standard with integrated schedule. The Nationally Recognized Testing Lab (NRTL) evaluation must have determined that the PCS conforms to the export limiting functionality in accordance with the relevant UL published Standard.
	2.2	Use a PCS that is certified with an OLRT of two seconds or less as provided in the PCS's specification data sheets.
	2.3	The PCS must reduce export at the PCC to the approved export limit, or less, within two seconds of exceeding the approved export limit. A PCS that is certified with a response time (as defined in UL 3141) of two seconds or less, and a time to reach steady state of ten seconds or less, meets this requirement.
	2.4	Set the PCS to not exceed the maximum allowed level of export at the PCC specified in the Limited Generation Profile (LGP) attached herein to the Generator Interconnection Agreement (see Section 5, below).
	2.5	Use only UL 1741-listed grid-support Non-Islanding inverters as approved by this tariff.
	2.6	Maintain voltage fluctuations at the limits specified in Electric Rule 2.



3. Telemetry Requirements for An LGP Facility

An LGP Facility without Automated Metering Infrastructure (AMI) must provide telemetry to the distribution operations control center designated by Distribution Provider, where the telemetry monitors power flows at the Generating Facility's PCC.

- 3.1 For an LGP Facility with generator nameplate under 1 MW, Automated Metering Infrastructure (AMI) data will be used to monitor export at the PCC. If AMI is not available, telemetry monitoring export at the PCC will be required at the Producer's expense.
- 3.2 For an LGP Facility project with generator nameplate greater than or equal to 1 MW, telemetry is required. If telemetry is monitoring only the generator output, Distribution Provider has the ability to use AMI data, if available, to monitor export at the PCC. If AMI is not available, or Customer opts out, telemetry at the PCC will be required at the Producer's expense.
- 4. Operation and Performance of An LGP Facility

Distribution Provider will monitor compliance of the LGP Facility with the LGP values (the format of which is shown in Section 5 below) provided as follows:

4.1 If at any time during the operation of the LGP Facility, Distribution Provider identifies that exports at the PCC exceed the agreed upon LGP values, but such exports do not immediately cause a safety and/or reliability concern, Customer will be notified by Distribution Provider. Customer will then be required to take remedial action within 15 Business Days of notification to conform to the agreed LGP values. If remedial action is not taken within 15 Business Days from the date of being notified, the Permission To Operate (PTO) will be revoked in accordance with the Customer's Generator Interconnection Agreement and the Generating Facility must be disconnected such that it does not operate in parallel with the grid. Distribution Provider reserves the right to confirm that the Generating Facility is not operating in parallel with the grid and may provide procedures to ensure the Generating Facility is not reconnected, without Distribution Provider's prior approval and in a manner that would allow parallel operation with the grid.



- 4. 2 If at any time during the operation of the LGP Facility, Distribution Provider identifies that exports at the PCC exceed agreed upon LGP values, and such exports impose an immediate safety and reliability concern, Distribution Provider will take immediate action to prevent the Generating Facility from operating in parallel with the grid. Such action may include disconnecting the Customer from the grid at the PCC. Distribution Provider will provide notice of the action taken and Customer will then be required to take remedial action. Customer will be required to demonstrate, at Distribution Provider's sole discretion, that remedial actions have been taken within 15 Business Days from notice or cessation of parallel operation with the grid, to ensure that the LGP Facility can resume parallel operation with the grid and operate within the LGP values. If remedial action is not demonstrated within 15 Business Days from the date of the notification or cessation of parallel operation with the grid, the PTO will be revoked in accordance with the Customer's Generator Interconnection Agreement and the Generating Facility must continue not to operate in parallel with the grid. Distribution Provider reserves the right to confirm that the Generating Facility is not operating in parallel with the grid and may provide procedures to ensure the Generating Facility is not reconnected, without Distribution Provider's prior approval and in a manner that would allow parallel operation with the grid.
- 4.3 Upon revocation of the PTO of the LGP Facility as a result of Customer's failure to take remedial action, per sections 4.1 and 4.2 above, the LGP Facility will Exhibit A Additional Terms and Conditions for Limited Generation Profile Facilities Exhibit A pg. 3 remain indefinitely prohibited from operating in parallel with the grid without Distribution Provider imposing additional requirements. Customer may submit a new Interconnection Request for the Generating Facility under any applicable CPUC or FERC tariff.
- 5. IOU-Approved LGP Values (based on the Customer's Selected LGP Configuration):

MT_FILE_INFO_TYPE	SCH-SS
MT_SCHEDULE_FORMAT_VERSION	1.0
MT_UTILITY_NAME	[Prepopulated]
MT_ASSOCIATED_FEEDER	[Prepopulated]
MT_ASSOCIATED_NODE	[Prepopulated]
COMMENT	LAST_ICA_REFRESH_DATE: [Prepopulated]
COMMENT	SELECTED_LGP_CONFIGURATION: [24-Hourly], [Block], [18-23-Fixed]



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SCHEDULE_ENTRY	10/01	ALL	18:00	[INSERT VALUE]
SCHEDULE_ENTRY	10/01	ALL	19:00	[INSERT VALUE]
SCHEDULE_ENTRY	10/01	ALL	20:00	[INSERT VALUE]
SCHEDULE_ENTRY	10/01	ALL	21:00	[INSERT VALUE]
SCHEDULE_ENTRY	10/01	ALL	22:00	[INSERT VALUE]
SCHEDULE_ENTRY	10/01	ALL	23:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	00:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	01:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	02:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	03:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	04:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	05:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	06:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	07:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	08:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	09:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	10:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	11:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	12:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	13:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	14:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	15:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	16:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	17:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	18:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	19:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	20:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	21:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	22:00	[INSERT VALUE]
SCHEDULE_ENTRY	11/01	ALL	23:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	00:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	01:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	02:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	03:00	[INSERT VALUE]



SCHEDULE_ENTRY	12/01	ALL	04:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	05:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	06:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	07:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	08:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	09:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	10:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	11:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	12:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	13:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	14:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	15:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	16:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	17:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	18:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	19:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	20:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	21:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	22:00	[INSERT VALUE]
SCHEDULE_ENTRY	12/01	ALL	23:00	[INSERT VALUE]