



February 1, 2013

Advice 4151-E-A  
(Pacific Gas and Electric Company) D U 39 E)

Public Utilities Commission of the State of California

Subject: Supplemental: Revisions to Electric Rate Schedule NEMFC and Associated Forms Pursuant to Senate Bill (SB) 594

Purpose

Pacific Gas and Electric Company ("PG&E") submits this Supplemental Advice to include additions and revisions to its earlier Advice 4151-E. Advice 4151-E revised PG&E's schedule NEMFG Net Energy Metering Service for Fuel Cell Customer-Generators electric tariff sheets and related Filed Forms 79-1010 and 79-1069. With this submission, the affected tariff sheets and forms are listed on the enclosed Attachment 1. This Supplemental Advice will replace the earlier Advice 4151-E in its entirety.

Background

Senate Bill (SB) 594 was approved by the Governor on September 27, 2012, and goes into effect January 1, 2013. Among other changes, it modified the existing fuel cell net energy metering program addressed in Public Utilities (PU) Code Section 2827.10.

On November 30, 2012, PG&E submitted Advice 4151-E based on changes made by SB 594 to P.U. Code Section 2827.10. No protests were received. On January 22, 2013, the Energy Division sent an email requesting PG&E Advice 4151-E to be withdrawn and resubmitted with the correct IOU allocation of the entire 500 MW fuel cell NEM capacity cap. Regarding the cap it noted the Energy Division has determined that the legislative intent of AB 2165 and SB 594 was to raise the cap on fuel cell NEM to 500 MW to be proportionately allocated amongst the IOUs, and not the state per the reference to 'electrical corporations.' The advice letters submitted on November 30, 2012, allocated a total of 392 MW to the IOUs, leaving a shortfall of 108 MW unallocated to the IOUs. Additionally, it requested that "the advice letters should be retroactively effective on January 1, 2013 to enable the IOUs to be in compliance with the legislation. The new advice letters should be served upon parties to R.10-05-004 and its successor R.12-11-005." PG&E

<sup>1</sup> A substitute sheet was also submitted to correct several typographical errors.

should include any corrections of inadvertent errors from the original advice letters.<sup>2</sup> Subsequently, we were informed that instead of withdrawing the Advice 4151-E, "The Energy Division is comfortable with filling supplementals".<sup>3</sup>

Accordingly, PG&E revises the Enrollment Cap section (Section 2) below, but otherwise keeps the text from other sections of Advice 4151-E the same. It also revised the cap megawatts in the NEMFC tariff as calculated in Section 2 below.

Five main changes were made to PU Code Section 2827.10 by SB 594. They are:

1. **DIRECTACCESS** The new language in P.U. Code Section 2827.10(a)(3)(B) expands the Applicability of the NEMFC schedule from Bundled and Community Choice Aggregation (CCA) Service customers to also include a customer who is "physically located within the service territory of the electrical corporation and receives bundled service, distribution service, or transmission service from the electrical corporation." This would now include a Direct Access (DA) Service Customer as well.
2. **ENROLLMENT CAP**- The new language in P.U. Code Section 2827.10(b)(1) changes the NEMFC enrollment cap for PG&E by making it available to eligible fuel cell customer-generators upon request, on a first-come-first-serve basis, until the total cumulative rated generating capacity of the eligible fuel cell electrical generating facilities receiving service pursuant to the fuel tariff reaches a level equal to [PG&E's] proportionate share of a statewide limitation of 500 megawatts cumulative rated generation capacity served." PG&E's proportionate share currently is at 45 megawatts (MW). With SB 594, PG&E proposes to calculate its proportionate share as follows:

CALIFORNIA ENERGY DEMAND 2012 - 2022 FINAL FORECAST Volume 2 includes a 2011 historical peak demand for PG&E of 20,862 MW. However the text notes this figure includes the demand for Roseville, Redding, and the Western Area Power Administration (WAPA), publically owned utilities (POUs) located within PG&E's territory. Since SB 594 calls for a calculation using PG&E's proportionate share only, PG&E will instead rely on its 2011 FERC Form 1<sup>4</sup>, which on Page 401b indicates a peak for June 21, 2011 of 19,550 MW.

Based on this number, and the numbers reported to PG&E from Southern

<sup>2</sup> Email from Gabriel Petlin sent: Tuesday, January 22, 2013 at 2:22 PM to PG&E, SDG&E and SCE with a subject: RE: Suspension of Advice Letters: PG&E Advice 4151-E, SCE Advice 2816-E, and SDG&E Advice 2424-E

<sup>3</sup> Email from from Gabriel Petlin sent Thursday, January 24, 2013 12:10 PM to Joff Morales, copying representatives at the three utilities with a subject: Suspension of Advice Letters: PG&E Advice 4151-E, SCE Advice 2816-E, and SDG&E Advice 2424-E

<sup>4</sup> <https://www.pge.com/regulation/FERC-Form1/form1-2011.pdf>

California Edison Company(SCE) of 22,154 MW and San Diego Gas and Electric Company(SDG&E) of 4,371 MW, PG&E calculates a total of 46,075 MW. From these numbers, PG&E's percentage of the 500 MW would be  $19,550 / 46,075 = 42.4\%$  (rounded to the first decimal place). Therefore, PG&E's share of the 500 MW  $\times 42.4\% = 212$  MW.

The new language in P.U. Code Section 2827.10(b)(2) allows that, "To continue the growth of the market for onsite electric generation using fuel cells, the commission may review and incrementally raise the limitation established in paragraph (1) on the total cumulative rated generating capacity of the eligible fuel cell electrical generating facilities receiving service pursuant to the tariff in paragraph (1)." At such time as the Commission or Legislature changes these numbers, PG&E will change its tariff accordingly.

3. ACCOUNTAGGREGATION The new language in P.U. Code Section 2827(e)(1).10 allows the eligible fuel cell customer generator to aggregate the load of their accounts with meters located on the property where the eligible fuel cell electrical generation facility is located and on a property adjacent or contiguous to the property on which the facility is located, if those properties are solely owned, leased, or rented by the eligible fuel cell customer generator. In addition, each aggregated account shall be billed and measured according to a time-of-use rate schedule. PG&E adds a new Special Condition 4 to the NEMFC tariff to include these account aggregation provisions.

Modifications to aggregated accounts will be allowed.

As noted in 1 above, customers on Direct Access Service, as well as Community Choice Aggregation Service and Bundled Service are eligible for NEMFC.

In addition, the NEMFC tariff will provide that the generating account and all aggregated accounts must be either all on bundled service, all on CCA service, or all on DA service since SB 594 only requires PG&E and the other Investor Owned Utilities (IOUs) to provide credits as specified in the statute and those credits are based on the energy commodity they supply. If the accounts are all CCA or all DA, they will be eligible for NEMFC, however PG&E will direct these customers to contact their commodity service provider for information regarding NEMFC credits, if any, that may be available to them.

4. INSPECTION FEE - The new language in P.U. Code Section 2827.10(d)(2) permits the CPUC to authorize PG&E to charge a fuel cell customer-generator "a fee based on the cost to the utility associated with providing interconnection inspection services for that fuel cell customer-generator."

Notwithstanding Rule 21, pursuant to P.U. Code Section 2827.10, NEMFC will be charged interconnection inspection fees at follows:

- a. If the Eligible Fuel Cell Generating Facility incorporates only CEC certified inverters, and there are no aggregated accounts, as described in Special Condition 4<sup>5</sup> . \$180.00
- b. If the Eligible Fuel Cell Generating Facility incorporates only CEC certified inverters, and there are one or more aggregated accounts as described in Special Condition 4<sup>5</sup> . \$480.00;
- c. If the Eligible Fuel Cell Generating Facility incorporates non-CEC certified inverters, and there may or may not be aggregated accounts as described in Special Condition 4, the fee will be based on an the hourly manpower rate times the labor and travel time to perform field certification testing of non-certified equipment as specified in Rule 21 Section L.5.

The inspection fee will be calculated using the same hourly rate to perform Additional Commission Test Verifications in Rule 21 Section E.2.c.

5. SUNSETDATE - The new language in P.U. Code Section 2827.10(f) modifies the sunset date for the program from January 1, 2014 to January 1, 2015.

Changes were also made to the NEMM<sup>5</sup> sections of the tariff, to treat a NEMFC billing arrangement with account aggregation as provided for in Special Condition 4 in the same manner as a Rate Schedule NEMBIQNet Energy Metering Service for Biogas Customer-Generator) billing arrangement with account aggregation.

#### Tariff Revisions

Consistent with the changes to P.U. Code Section 2827.10 as discussed above, PG&E has revised its attached Schedule NEMFC tariff sheets.

In addition, Forms 79-1010 and 79-1069 were modified to include an appendix to list aggregated accounts pursuant to Special Condition 4 of NEMFC.

#### Protests

Pursuant to CPUC General Order 96-B, Section 7.5.1, PG&E requests that the protest period not be re-opened for Advice 4151-E given the limited nature of this supplement.

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<sup>5</sup> For customer-generators taking service as a Multiple Tariff Facility

Effective Date

PG&E submits this advice filing as a Tier 2 advice letter, and requests that this filing become effective January 1, 2013.

Notice

In accordance with General Order 96-B, Rule 4, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service list R.10-05-004 and its successor R.12-11-005. Address changes to the General Order 96-B service list should be directed to PG&E at email address [PGETariffs@pge.com](mailto: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](mailto:Process_Office@cpuc.ca.gov). Send all electronic approvals to [PGETariffs@pge.com](mailto:PGETariffs@pge.com). Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>.



Vice President, Regulatory Relations

Attachments

cc: Melicia Charles – Energy Division  
Gabriel Petlin – Energy Division  
Service List R.10-05-004 and R.12-11-005

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING 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 E)

Utility type:

ELC      ffi GAS

PLC      HEAT      WATER

Contact Person: Igor Grinberg

Phone #: (415) 973-8580

E-mail: ixg8@pge.com and PGETariffs@pge.com

EXPLANATION OF UTILITY TYPE

(Date Filed/ Received Stamp by CPUC)

ELC= Electric

GAS= Gas

PLC= Pipeline

HEAT= Heat

WATER= Water

Advice Letter (AL) #4151-E-A

Tier: 2

Subject of AL Supplemental: Revisions to Electric Rate Schedule NEMFC and Associated Forms Pursuant to Senate Bill (SB) 594

Keywords (choose from CPUC listing): Compliance, Forms, Metering

AL filing type: Monthly      Quarterly      Annual      One-Time      Other \_\_\_\_\_

If AL filed 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

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

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for:

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: \_\_\_\_\_

Resolution Required?    Yes    No

Requested effective date: January 1, 2013

No. of tariff sheets: 14

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: Electric Rate Schedule NEMFC Electric Forms 79-1010 and 79-1069

Service affected and changes proposed:

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

CPUC Energy Division

ED Tariff Unit

505 Van Ness Ave., 4<sup>th</sup> Floor

San Francisco, CA 94102

EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Brian K. Cherry, Vice President, Regulatory Relations

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

Cal P.U.C.  
Sheet No.

Title of Sheet

Cancelling Cal  
P.U.C. Sheet No.

32440-E	ELECTRIC SCHEDULE NETENERGMETERINGSERVICEFORFUEL CELLCUSTOMER-GENERATORS Sheet 1	30793-E
32441-E	ELECTRIC SCHEDULE NETENERGMETERINGSERVICEFORFUEL CELLCUSTOMER-GENERATORS Sheet 2	28567-E
32442-E	ELECTRIC SCHEDULE NETENERGMETERINGSERVICEFORFUEL CELLCUSTOMER-GENERATORS Sheet 3	27250-E
32443-E	ELECTRIC SCHEDULE NETENERGMETERINGSERVICEFORFUEL CELLCUSTOMER-GENERATORS Sheet 4	27251-E
32444-E	ELECTRIC SCHEDULE NETENERGMETERINGSERVICEFORFUEL CELLCUSTOMER-GENERATORS Sheet 5	
32445-E	ELECTRIC SCHEDULE NETENERGMETERINGSERVICEFORFUEL CELLCUSTOMER-GENERATORS Sheet 6	26134-E
32446-E	ELECTRIC SCHEDULE NETENERGMETERINGSERVICEFORFUEL CELLCUSTOMER-GENERATORS Sheet 7	26135-E
32447-E	ELECTRIC SCHEDULE NETENERGMETERINGSERVICEFORFUEL CELLCUSTOMER-GENERATORS Sheet 8	30794-E
32448-E	ELECTRIC SCHEDULE NETENERGMETERINGSERVICEFORFUEL CELLCUSTOMER-GENERATORS Sheet 9	27252-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
32449-E	Electric Sample Form No. 79-1010 Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities	32127-E
32450-E	Electric Sample Form No. 79-1069 Generating Facility Interconnection Agreement (Multiple Tariff)	32042-E*
32451-E	ELECTRIC TABLE OF CONTENTS Sheet 1	32422-E
32452-E	ELECTRIC TABLE OF CONTENTS RATE SCHEDULES Sheet 6	32394-E
32453-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 28	32433-E





**ELECTRIC SCHEDULE MFC  
 NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-  
 GENERATORS**

Sheet 1

APPLICABILITY: This schedule is applicable to Bundled Service and Community Choice Aggregation Service (CCA Service) or Direct Access Service (DA Service) Customers who are served under a Time-of-Use (TOU) rate schedule, and who (1) interconnect and operate in parallel with PG&E's electrical system an Eligible Fuel Cell Electrical Generating Facility, as defined below, with a generating capacity no greater than 1,000 kW, located on or adjacent to the customers' owned, leased or rented premises, (2) is interconnected and operates in parallel with PG&E grid while the grid is operational, and is sized to offset part or all of the Customers' electrical requirements, (3) are the recipient of local, state, or federal funds, or who self-finance projects designed to encourage the development of Eligible Fuel Cell Electrical Generating Facilities, and (4) use technology the California Public Utilities Commission (CPUC) has determined will achieve reductions in emissions of greenhouse gases pursuant to subdivision (b), and meets the emission requirements for eligibility for funding set forth in subdivision (c), of Section 379.6. . Such a customer will be referred to hereafter as a "Fuel Cell Customer-Generator." Customers eligible for service under this schedule are exempt from any new or additional charges not included in their Otherwise Applicable Schedule (OAS), except as described in Special Condition 2. (N)

This service is not applicable to a CCA Service or DA Service Fuel-Cell Customer-Generator where the customer's Community Choice Aggregator (CCA) or DA Energy Service Provider (ESP) does not offer a fuel cell net energy metering tariff. In addition, if an eligible Fuel Cell Customer-Generator participates in direct transactions with a CCA or ESP that does not provide distribution service for the direct transactions, the CCA or ESP, and not PG&E, is obligated to provide net energy metering to the customer. (N)

The "Eligible Fuel Cell Generating Facility" is defined as a generating facility that meets all applicable safety and performance standards in accordance with PG&E's Electric Rule 21 and pursuant to PU Code Section 2827.10 includes 1) an integrated powerplant systems containing a stack, tubular array, or other functionally similar configuration used to electrochemically convert fuel to electric energy; 2) an inverter and fuel processing system where necessary, and 3) other plant equipment, including heat recovery equipment necessary to support the plant's operation or its energy conversion. (T)

Customers seeking generator interconnections in portions of San Francisco and Oakland where PG&E has a network grid must contact PG&E about generation export limitations.

(Continued)

Advice Letter No: 4151-E-A  
 Decision No.

Issued by  
 Brian K. Cherry  
 Vice President  
 Regulatory Relations

Date Filed February 1, 2013  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_



~~ELECTRIC SCHEDULE~~ ~~NEMFC~~  
 NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-  
 GENERATORS

Sheet 2

APPLICABILITY:  
 (Cont'd.)

Pursuant to PU Code Section 2827.10, this schedule is available on a first-come, first-serve basis and will be closed to new customers once 212 MW of cumulative rated generating capacity (the Cap) is served under this schedule. (T)  
 (T)

Customers seeking preference for eligibility under this rate shall file an application with the CPUC to establish that their facilities are located in a community with significant exposure to air contaminants, or localized air contaminants, or both, including but not limited to communities of minority populations or low-income populations, or both, based on the ambient air quality standards established pursuant to Section 39607 of the Health and Safety Code. The CPUC shall determine how such preference shall be implemented. In no event shall such an application, if granted, cause the cumulative rated generating capacity served by PG&E under this schedule to exceed the Cap. (T)

A fuel cell electrical generating facility shall not be eligible for participation in the NEMFC tariff unless it commenced operation before January 1, 2015. A Fuel Cell Customer-Generator shall be eligible for the tariff established herein only for the operating life of the Eligible Fuel Cell Electrical Generating Facility. (T)  
 (T)

Schedule NEMFC applies also to specified Net Energy Metering-eligible (NEM-eligible) generators in a generating facility comprised of multiple NEM and non-NEM Eligible generators, served through the same Point of Common Coupling (PCC), where the NEM-eligible generating capacity is not more than 1 MW. Such facilities will be referred to as Multiple Tariff Facilities, and any group of generators within such a facility that is subject to the same tariff provisions for billing and metering purposes will be referred to as a Constituent Generator Group. In order to be eligible for this rate schedule in a Multiple Tariff Facility, the Customer-Generator must meet all the requirements of Special Condition 7 for the Schedule NEMFC eligible generator, and must also meet any other applicable tariffs. (T)  
 (T)

(Continued)

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**ELECTRIC SCHEDULE NEMFC  
 NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-  
 GENERATORS**

Sheet 3

**APPLICABILITY:** (cont'd) Due to the complexity of Multiple Tariff Facilities, NEMFC generating facilities interconnecting under the provisions of Special Condition 7 may require additional review and/or interconnection facilities and other equipment, and may incur interconnection costs, as provided for in PG&E's Electric Rule 21 and Special Condition 2. (T)  
 (T)(N)  
 (N)

**TERRITORY:** The entire territory served.

**RATES:** Only the Generation Rate Component of the energy charge (kWh) of the Fuel Cell Customer-Generator's OAS ("Generation Rate Component") shall be used in the calculation of credits when the Fuel Cell Customer-Generator is a net energy producer, on a monthly basis, for any TOU period. Only the Generation Rate Component of the Fuel Cell Customer-Generator's OAS shall be used to calculate the charge for generation when the Fuel Cell Customer-Generator is a Net Energy consumer on a monthly basis, for any TOU period. If the Fuel Cell Customer-Generator is being served under CCA Service or under DA Service, the applicable monthly bill charges or credits related to the Generation Rate Component will be specified by their CCA or ESP, as applicable, in accordance with the eligible Fuel Cell Customer-Generator's OAS and PG&E's Community Choice Aggregation and Direct Access tariffs. All other charges, including but not limited to, Transmission Charges, Distribution Charges, Monthly Customer Charges, Minimum Charges, Demand Charges, and non-energy related charges, shall be calculated according to the Fuel Cell Customer-Generator's OAS for all energy supplied by PG&E prior to the netting of energy charges and credits. (T)(N)  
 (N)  
 (T)  
 (N)

The charges and credits for Multiple Tariff Facilities taking service on this rate schedule under the provisions of Special Condition 7 will be calculated using the OAS identified by the Customer-Generator in its application for interconnection and its interconnection agreement with PG&E or as subsequently changed by the Customer-Generator in accordance with PG&E's Electric Rule 12. (T)  
 |  
 (T)

Customers-Generators with Multiple Tariff Facilities with existing NEM, NEMBIO and/or NEMFC eligible generators, interconnecting additional generators will receive a bill true-up, prior to taking service under Special Condition 7. This ensures that all NEM accounts have the same Relevant Period, as defined in Special Condition 3, going forward. (T)  
 (T)  
 (T)

**SUB-SCHEDULE:** Eligible Customer-Generators will be placed on Rate Schedule NEMFC, unless they are applying for service under the provisions of one of the following sub-schedule: (T)

NEMFCA – For Customer-Generators taking service under the provisions of Special Condition 4 – LOAD AGGREGATION. (N)  
 (N)

NEMMT – For Customer-Generators taking service as a Multiple Tariff Facility under Special Condition 7 of this tariff. (T)  
 (T)

(Continued)

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~~ELECTRIC SCHEDULE NEMFC~~  
~~NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-~~  
 GENERATORS

Sheet 4

SPECIAL  
 CONDITIONS:

1. METERING:
  - a. Fuel Cell Net Energy Metering shall be accomplished using a TOU meter capable of separately registering the flow of electricity in two directions. If the Fuel Cell Customer-Generator's existing meter is not capable of separately measuring the flow of electricity in two directions, the Fuel Cell Customer-Generator shall be responsible for all expenses involved in purchasing and installing a meter that is able to separately measure electricity flow in two directions. If dual metering is installed, the Net Energy metering calculation shall yield a result identical to that of a single meter capable of separately measuring the flow of electricity in two directions. (T)
  - b. If none of the normal metering options at PG&E's disposal that are necessary to render accurate billing are acceptable to the Fuel Cell Customer-Generator, PG&E shall have the right to refuse service under this rate schedule.
  - c. Multiple Tariff Facilities will be metered under one of the options described in Special Condition 7. (T)
  - d. Customer-Generators with service accounts that qualify for Special Condition 4 Load Aggregation are required to meet the provisions of Special Conditions 1.a and 1.b for the account serving the Eligible Fuel Cell Electrical Generating Facility only; all other service accounts are only required to have the metering specified in the TOU rate schedule on which it is billed. (N)
2. FEES: Notwithstanding Rule 21, pursuant to P.U. Code 2827.10 NEMFC will be charged interconnection inspection fees at follows:
  - a. If the Eligible Fuel Cell Generating Facility incorporates only CEC certified inverters, and there are no aggregated accounts, as described in Special Condition 4, \$180.00
  - b. If the Eligible Fuel Cell Generating Facility incorporates only CEC certified inverters, and there are one or more aggregated accounts as described in Special Condition 4, \$480.00;
  - c. If the Eligible Fuel Cell Generating Facility incorporates non-CEC certified inverters, and there may or may not be aggregated accounts as described in Special Condition 4, the fee will be based on an the hourly manpower rate times the labor and travel time to perform field certification testing of non-certified equipment as specified in Rule 21 Section L.5.

The inspection fee will be calculated using the same hourly rate to perform Additional Commission Test Verifications in Rule 21 Section E.2.c. (N)
3. BILLING: Fuel Cell Customer-Generator will be billed monthly for all charges other than Generation Rate Component. With each monthly billing statement, PG&E shall provide the Fuel Cell Customer-Generator with information regarding energy (kWh) consumption and energy (kWh) exports. (T)

(Continued)

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~~ELECTRIC SCHEDULE~~ ~~NEMFC~~  
~~NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-~~  
~~GENERATORS~~

Sheet 5

SPECIAL  
 CONDITIONS:  
 (Cont'd.)

3. BILLING: (Cont'd.)

At the end of each Relevant Period, PG&E, CCA or ESP as applicable, shall perform a Reconciliation. A Relevant Period consists of any twelve monthly billing cycles commencing on the date PG&E provides the Customer-Generator with PG&E's written approval to begin parallel operation of the generating facility for purposes of participating in NEMFC, and on every subsequent anniversary thereof. If an eligible Customer-Generator terminates service, or experiences a change in electric commodity service provider, prior to the end of any 12 monthly billing cycles the Relevant Period will consist of that period from the anniversary date until the effective date of that termination.

(T)(N)

(T)

For a CCA Service or DA Service Fuel Cell Customer-Generator, Generation Rate Component credits, if any, do not reduce the charges owed to PG&E for energy supplied to the eligible Customer-Generator.

(N)

(T)

a. The Reconciliation shall be performed as follows:

(T)

NEMFC Customer-Generators will receive a bill that totals 1) all Generation Rate Component charges for the Relevant Period; 2) all Eligible Generation Credits for the Relevant Period; and 3) all other charges, due in that billing cycle of the Relevant Period.

(T)

The "Eligible Generation Credit" equals the lesser of 1) all monthly Generation Rate Component charges for the Relevant Period; or 2) the absolute value of all monthly Eligible Generation Credit for the Relevant Period. Any excess credit that exceeds the Eligible Generation Credit will be retained by PG&E, CCA or ESP, as applicable, and the customer will not be owed any compensation for this excess.

(T)(N)

For operations with no Load Aggregation as defined in Special Condition 4, only the account serving the Eligible Fuel Cell Generating Facility is used to determine Generation Rate Component charges.

(N)

For operations with Load Aggregation as defined in Special Condition 4, the Generation Rate Component charges for the usage from all the Eligible Service Accounts is used to determine the Eligible Generation Credit.

b. In the case of Load Aggregation for operations, defined in Special Condition 4, each Eligible Service Account will be billed for Generation Rate Component charges, based on the rate schedule for the particular service account, at the end of the Relevant Period, or sooner if the account closes, experiences a change in electric commodity service provider, or is no longer eligible for Load Aggregation.

c. ESP Charges: If PG&E provides DA metering for the ESP, UDC consolidated billing (that is, PG&E Consolidated Billing as described on PG&E's Rule 22), or ESP dual or consolidated billing support services for DA Customer-Generators or their ESP's rates, PG&E may recover the incremental costs related to net energy metering from the Customer-Generator's ESP in accordance with Rate Schedule E-EUS.

d. CCA Charges: If the Customer-Generator's accounts are on CCA Service, PG&E may recover the incremental costs related to net energy metering from the Customer-Generator's CCA in accordance with Rate Schedule E-CCA.

(N)

(Continued)

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**ELECTRIC SCHEDULE NEMFC**  
**NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-**  
**GENERATORS**

Sheet 6

SPECIAL  
 CONDITIONS:  
 (Cont'd.)

4. LOAD AGGREGATION: PG&E shall aggregate the load of the Fuel Cell Customer-Generator's accounts 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.) (N)
5. INTERCONNECTION: Prior to receiving approval for Parallel Operation, the Customer-Generator must submit a completed PG&E application form and interconnection agreement as follows:
- |   |  |   |     |
|---|--|---|-----|
| Sub-schedule  | Application  | Interconnection Agreement   | (T) |
| NEMFC NEMFCA  | Generating Facility Interconnection Application, (Form 79-974) | Interconnection Agreement for Net Energy Metering of Eligible Fuel Cell Facilities (Form 79-1010) | (N) |
| NEMM (Multiple Tariff Facilities - See Special Condition 7) | (same as for NEMFC)  | Generating Facility Interconnection Agreement (Multiple Tariff) (Form 79-1069)                    | (T) |
6. STANDBY CHARGES: Consistent with electric Rate Schedule S - Standby Service, to the extent that charges for transmission and distribution services are recovered through demand charges in any billing period, no standby charges shall apply in that monthly billing cycle, except Multiple Tariff Facilities interconnected under the terms of Special Condition 7, may be subject to the requirements of Schedule S. (T)

(Continued)

Advice Letter No: 4151-E-A  
 Decision No.

Issued by  
 Brian K. Cherry  
 Vice President  
 Regulatory Relations

Date Filed February 1, 2013  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_

6D2



~~ELECTRIC SCHEDULE NEMFC~~  
~~NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-~~  
 GENERATORS

Sheet 7

SPECIAL  
 CONDITIONS:  
 (Cont'd.)

7. MULTIPLE TARIFF FACILITIES: (T)

Multiple Tariff Facilities have the following additional provisions:

- a. When Net Generation Output Metering (NGOM) is required, such NGOM must conform to the requirements set forth in Electric Rule 21, Section J.3. (T)
- b. A NEM-eligible Constituent Generator Group is defined as a constituent generator group that is eligible for service under the provisions of either schedule NEM, NEMBIO or NEMFC or their sub-schedules.
- c. A non-NEM-eligible Constituent Generator Group is defined as a constituent generator group that does not take service under the provisions of schedules NEM, NEMBIO or NEMFC, but interconnects under the provisions of Electric Rule 21.
- d. All metering for Multiple Tariff Facilities called for in this special condition must meet the requirements needed to bill under the Customer-Generator's OAS. All metering equipment and Non Export relays necessary to implement the provisions in this section will be provided at the Customer-Generator's expense. (T)
- e. Any generators eligible for tariff NEMFCA or NEMBIOA (accounts with the loads from eligible accounts aggregated on the main NEMFC or NEMBIO account pursuant to Special Condition 4 of the NEMFC or NEMBIO tariff) will be treated as a separate Constituent Generator Group. (N)  
 |  
 (N)
- f. Where multiple NEM-eligible Constituent Generator Groups are present, and energy (kWh) is exported to the grid at the PCC, the billing credit will be based upon the proportional contribution of the energy production (kWh) of each NEM-eligible Constituent Generator Group over the billing period as follows:
  - 1) Sum all NEM-eligible Constituent Generator Groups' NGOM readings.
  - 2) Determine the proportion of energy (kWh) attributable to each NEM-eligible Constituent Generator Group by dividing the NGOM reading of each by the sum from (1) above.
  - 3) NEM-eligible Export is the lesser of either all exported energy as measured at the PCC or the sum of the energy per (1) above.
  - 4) Take the NEM-eligible Export and assign it to each NEM-eligible Constituent Generator Group based on its respective proportion of NGOM reading.

(Continued)

Advice Letter No: 4151-E-A  
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7D2



~~ELECTRIC SCHEDULE NEMFC~~  
~~NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-~~  
 GENERATORS

Sheet 8

SPECIAL  
 CONDITIONS:  
 (Cont'd.)

7. MULTIPLE TARIFF FACILITIES: (Cont'd) (T)
- 5) Determine the bill credit for the Customer-Generator as provided under the Customer-Generator's OAS in combination with the net energy metered tariff billing treatment type for each NEM-eligible Constituent Generator Group. (T)
- 6) If interval metering is chosen per, Special Condition 7(g)(2)(c) below, this allocation of bill credit will be done on the aggregated intervals over a billing period. If the OAS is a time-of-use (TOU) rate schedule, the allocation will be performed for each aggregated TOU period separately. (T)
- g. Multiple Tariff Facility Configurations and Metering.
- 1) For two or more types of NEM-eligible Constituent Generator Groups, the Customer-Generator must select one of the following options: (T)
- a) Install NGOM on each Constituent Generator Group. In addition, metering is required at the PCC capable of separately registering the flow of energy (kWh) in two directions. Billing credit will be calculated as provided for in Special Condition 7(f). Billing credit will be applied consistent with the appropriate net metering tariff as follows: (T)
- i. First, apply NEMBIO and/or NEMFC credits (if any) to Generation Rate Component charges on any of their respective aggregated accounts, and then to Generation Rate Charges on accounts served by the generating facility (Host Account). (N)
- ii. Second, apply any NEMFC credits if there are no aggregated accounts, to Generation Rate Component charges on the accounts served by the generating facility. (T)
- iii. Third, apply NEM credits (if any) as appropriate to the remainder of the energy charges on the account served by the Generating Facility. (T)
- b) If the Customer-Generator has no Constituent Generator Group(s) eligible for NEMFCA or for Schedule NEMBIOA, but has a Constituent Generator Group eligible for Schedule NEM, consisting of one or more Renewable Electrical Generation Facilities, the customer-generator may elect to take service for such under either Schedule NEMBIO or NEMFC, as appropriate to one of the other Constituent Generator Group(s). (D)

(Continued)

Advice Letter No: 4151-E-A  
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**ELECTRIC SCHEDULE NEMFC  
 NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-  
 GENERATORS**

Sheet 9

SPECIAL  
 CONDITIONS:  
 (Cont'd.)

- 7. MULTIPLE TARIFF FACILITIES: (Cont'd) (T)
- g. Multiple Tariff Facility Configurations and Metering (Cont'd)
- 2) For both, NEM-eligible and non-NEM-eligible Constituent Generator Groups, the Customer-Generator must select one of the following options:
  - a) The Non Export Relay Option : A Customer-Generator must install a non-export relay on their non-NEM Constituent Generator Groups and install metering as follows: 1) If there is only one type of Constituent Generator Group then metering at the PCC is all that is required and the terms of the appropriate NEM tariff for that group will apply; 2) If there are two or more types of NEM-eligible Constituent Generator Groups, then Metering at the PCC and NGOM metering of each NEM-eligible Constituent Generator Group is required. The requirements of Special Condition Sections 7(f) and 7(g) apply. (T)
  - b) The Load Metering Option : The Customer-Generator must install NGOM on each NEM-eligible Constituent Generator Group, install energy consumption metering at the load, and install metering at the PCC as follows: 1) If there is one type of NEM-eligible Constituent Generator Group then the terms of the appropriate NEM tariff for that group will apply; 2) If there are two or more types of NEM-eligible Constituent Generator Groups, then the terms of Special Condition Sections 7(f) and 7(g) apply. (T)
  - c) The Interval Meter Option : The Customer-Generator must install interval NGOM on each NEM-eligible Constituent Generator Group and install interval metering at the PCC as follows: 1) If there is one type of Constituent Generator Group then the terms of the appropriate NEM tariff for that group will apply; 2) If there are two or more types of NEM-eligible Constituent Generator Groups, then the terms of Special Condition Sections 7(f) and 7(g) for interval metering apply. Energies (kWh) generated in an interval are aggregated over a billing period according to the OAS. (T)
- h. Multiple Tariff Facilities, served under CCA Service, may only participate to the extent their CCA offers net energy metering for the specific Constituent Generator Group(s). (T)

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 Resolution No. \_\_\_\_\_



Interconnection      Electric      Sample Form No. 79-1010  
Agreement for Net Energy Metering of Fuel Cell Generating  
Facilities

Please Refer to Attached  
Sample Form

Advice Letter No: 4151-E-A  
Decision No.

Issued by  
Brian K. Cherry  
Vice President  
Regulatory Relations

Date Filed      February 1, 2013  
Effective      \_\_\_\_\_  
Resolution No.      \_\_\_\_\_



DISTRIBUTION:

REFERENCE:

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- XXXX
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# INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

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

## 1. SCOPE AND PURPOSE

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

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

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

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

2.3 Fuel Cell Customer-Generator's electric service account number: \_\_\_\_\_ (Assigned by PG&E).

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip Code: \_\_\_\_\_

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



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

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

### 3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

Appendix D *List of qualifying accounts eligible for aggregation under Special Condition 4 of Schedule NEMFC* (if applicable).

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

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

### 4. CUSTOMER BILLING AND PAYMENT OPTIONS

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

### 5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18, below, which shall be no later than December 31, 2013. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

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



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

- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Fuel Cell Customer-Generator's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
  - (c) At 12:01 A.M. on the 61<sup>st</sup> day after Fuel Cell Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Fuel Cell Customer-Generator's or PG&E's intent to terminate this Agreement.
  - (d) The end of the operating life of the eligible fuel cell electrical generating facility.
- 5.2 Fuel Cell Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
  - (b) Fuel Cell Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Fuel Cell Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
  - (c) Fuel Cell Customer-Generator fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to January 1, 2014; or,
  - (d) Fuel Cell Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Fuel Cell Customer-Generator does not provide a substantive response to PG&E's Notice of its intent to terminate this Agreement as a result of Fuel Cell Customer-Generator's apparent abandonment of the Generating Facility affirming Fuel Cell Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
  - (e) Fuel Cell Customer-Generators facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

### 6. GENERATING FACILITY REQUIREMENTS:

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

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

- 6.2 Fuel Cell Customer-Generator shall: (a) maintain the Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities. Fuel Cell Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Fuel Cell Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Fuel Cell Customer-Generator's Facility.
- 6.3 Fuel Cell Customer-Generator shall not commence parallel operation of the Facility until PG&E has provided written approval to the Fuel Cell Customer-Generator to do so. No such approval shall be provided until at least ten (10) working days following the utility's receipt of the inspection clearance of the governmental authority having jurisdiction. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the initial testing of Fuel Cell Customer-Generator's protective apparatus. Fuel Cell Customer-Generator shall notify the utility five (5) working days prior to the initial testing.
- 6.4 The Fuel Cell Customer-Generator warrants that they are the recipient of local, state, or federal funds; or they self-finance pilot projects designed to encourage the development of eligible Fuel Cell electrical generating facilities.
- 6.5 The Fuel Cell Customer-Generator warrants that pursuant to section 2827.10 (a)(2), of the California Public Utilities Code, it meets the definition of an "Eligible fuel cell electrical generating facility" and its facility includes the following:
- (a) Integrated power plant systems containing a stack, tubular array, or other functionally similar configuration used to electrochemically convert fuel to electric energy.
  - (b) An inverter and fuel processing system where necessary.
  - (c) Other plant equipment, including heat recovery equipment, necessary to support the plant's operation or its energy conversion.

### 7. INTERCONNECTION FACILITIES

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



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

### 8. LIMITATION OF LIABILITY

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

### 9. INSURANCE

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

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one-hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.
- (e) Such insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

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

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

9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

9.5 Fuel Cell Customer-Generator agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect



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

or obtain a copy of the original policy or policies of insurance.

- 9.6 If Fuel Cell Customer-Generator is self-insured with an established record of self-insurance, Fuel Cell Customer-Generator may comply with the following in lieu of Section 9.2:
- (a) Fuel Cell Customer-Generator shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.
  - (b) If Fuel Cell Customer-Generator ceases to self-insure to the level required hereunder, or if Fuel Cell Customer-Generator is unable to provide continuing evidence of Fuel Cell Customer-Generator's ability to self-insure, Fuel Cell Customer-Generator agrees to immediately obtain the coverage required under Section 9.1.
- 9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company  
Attn: Manager, Generation Interconnection Services.  
PO Box 770000  
Mail Code N7L  
San Francisco, California 94177

### 10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

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

### 11. NOTICES

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

If to PG&E: Pacific Gas and Electric Company  
Attention: Business Customer Services  
P.O. Box 770000





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

Mail Code B19H  
San Francisco, California 94177  
Phone: (800) 468-4743 FAX: (415) 972-5309

If to Biogas Customer-Generator:

Biogas Customer-Generator Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Phone: ( \_\_\_\_\_ ) \_\_\_\_\_  
FAX: ( \_\_\_\_\_ ) \_\_\_\_\_

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

## 12. REVIEW OF RECORDS AND DATA

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

## 13. ASSIGNMENT

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

## 14. NON-WAIVER

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

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



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

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

## 16. AMENDMENT AND MODIFICATION

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

## 17. ENTIRE AGREEMENT

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

## 18. SIGNATURES

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

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

Fuel Cell Customer Generator's Name	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date



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

DISTRIBUTION:

REFERENCE:

- XXXX
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## APPENDIX A

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



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

**APPENDIX B**  
(If Applicable)

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



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

DISTRIBUTION:

REFERENCE:

- XXXX
- XXXX
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## APPENDIX C

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

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

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

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

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

Fuel Cell Customer-Generator’s Initials \_\_\_\_\_



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

DISTRIBUTION:

- XXXX
- XXXX
- XXXX
- XXXX
- \_\_\_\_\_

REFERENCE:

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**APPENDIX D**

**(If Applicable)**

**LIST OF QUALIFYING ACCOUNTS ELIGIBLE FOR  
AGGREGATION UNDER SPECIAL CONDITION 4 OF SCHEDULE  
NEMFC**



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

## APPENDIX D

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.)

	Customer Account No.	Rate Schedule	Address (Street, City, Zip Code)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Signature: (PG&E): \_\_\_\_\_ Date: \_\_\_\_\_

(Customer) \_\_\_\_\_ Date: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Page \_\_\_ of \_\_\_



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

Please Refer to Attached  
Sample Form

Advice Letter No: 4151-E-A  
Decision No.

Issued by  
Brian K. Cherry  
Vice President  
Regulatory Relations

Date Filed February 1, 2013  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_





GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

WE DELIVER ENERGY™

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.

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: \_\_\_\_\_

PACIFIC GAS AND ELECTRIC COMPANY

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

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):

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

PACIFIC GAS AND ELECTRIC COMPANY

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

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

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 portion of the Generating Facility that is generating in a combined heat and power mode O does / O does not meet the requirements for Cogeneration as such term is used in Section 218.5 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.

**PACIFIC GAS AND ELECTRIC COMPANY**

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

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 <input type="checkbox"/> are not met <input type="checkbox"/>	digester gas	are met <input type="checkbox"/> are not met <input type="checkbox"/>
solar thermal	are met <input type="checkbox"/> are not met <input type="checkbox"/>	municipal solid waste	are met <input type="checkbox"/> are not met <input type="checkbox"/>
photovoltaic	are met <input type="checkbox"/> are not met <input type="checkbox"/>	landfill gas	are met <input type="checkbox"/> are not met <input type="checkbox"/>
wind	are met <input type="checkbox"/> are not met <input type="checkbox"/>	ocean wave	are met <input type="checkbox"/> are not met <input type="checkbox"/>
geothermal	are met <input type="checkbox"/> are not met <input type="checkbox"/>	ocean thermal	are met <input type="checkbox"/> are not met <input type="checkbox"/>
fuel cell	are met <input type="checkbox"/> are not met <input type="checkbox"/>	tidal current	are met <input type="checkbox"/> are not met <input type="checkbox"/>
small hydroelectric generation	are met <input type="checkbox"/> are not met <input type="checkbox"/>		

biogas digester (under NEMBIO):                    are met     are not met   
 fuel cell (under NEMFC):                            are met     are not met   
 other technology:                                      are met     are not met

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

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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).

**PACIFIC GAS AND ELECTRIC COMPANY**

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
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- 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 218.5 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.
- 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 61<sup>st</sup> 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.

**PACIFIC GAS AND ELECTRIC COMPANY**

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

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- 4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the California Public Utilities Commission "Commission," or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
  - (b) Unless otherwise agreed to in writing by the Parties, Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
  - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
  - (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its reasonable opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.
  - (e) Producer makes a change to the physical configuration of the Generating Facility, as declared in Section 2 and Appendix A of this Agreement.
- 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.

# PACIFIC GAS AND ELECTRIC COMPANY

## GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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- 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 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 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.

**PACIFIC GAS AND ELECTRIC COMPANY**

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

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- 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 218.5 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.

**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 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.



**PACIFIC GAS AND ELECTRIC COMPANY**

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

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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 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.

**PACIFIC GAS AND ELECTRIC COMPANY**

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

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- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
  - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
- 8.7 All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company  
c/o EXIGIS LLC  
[support@exigis.com](mailto:support@exigis.com)  
Fax: 646-755-3327

9. NOTICES

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

If to PG&E: Pacific Gas and Electric Company  
Attention: Generation Interconnection Services- Contract Management  
245 Market Street  
Mail Code N7L  
San Francisco, California 94105-1702

If to Producer: Producer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_  
FAX: ( ) \_\_\_\_\_

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

**PACIFIC GAS AND ELECTRIC COMPANY**

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

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10. REVIEW OF RECORDS AND DATA

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

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

11. ASSIGNMENT

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

12. NON-WAIVER

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

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

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

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

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

**PACIFIC GAS AND ELECTRIC COMPANY**

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***(MULTIPLE TARIFF)***

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application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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

16. SIGNATURES

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

PRODUCER'S NAME

PACIFIC GAS AND ELECTRIC COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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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.

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APPENDIX B  
RULES "2" AND "21"

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

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APPENDIX C  
(If Applicable)  
RULE 21 "SPECIAL FACILITIES" AGREEMENT  
(Formed between the Parties)

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**APPENDIX D**  
**(When applicable)**

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A "COGENERATION FACILITY" PURSUANT TO SECTION 218.5 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 218.5 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.



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***(MULTIPLE TARIFF)***

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**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.



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**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.

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***(MULTIPLE TARIFF)***

**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 a "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. <sup>1</sup> (Eligibility Requirements).

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

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

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

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

<sup>1</sup> The RPS Guidebooks can be found at: <http://www.energy.ca.gov/renewables/documents/index.html#rps>

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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 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: \_\_\_\_\_



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	Rules .....	32424, 32425, 32426-E	
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 Decision No.

Issued by  
 Brian K. Cherry  
 Vice President  
 Regulatory Relations

Date Filed February 1, 2013  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_



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PG&E Gas and Electric  
Advice Filing List  
General Order 96-B, Section IV

, Helen	Douglass & Liddell	Pantelis, Petros
1st Light Energy	Downey & Brand	Praxair
AT&T	Duke Energy	R. W. Beck & Associates
Alcantar & Kahl LLP	Economic Sciences Corporation	RCS, Inc.
Ameresco	Ellison Schneider & Harris LLP	Ross, Jim
Anderson & Poole	Foster Farms	Rutherford, Reid
BART	G. A. Krause & Assoc.	SCD Energy Solutions
Barkovich & Yap, Inc.	GLJ Publications	SCE
Bartle Wells Associates	GenOn Energy Inc.	SMUD
Bear Valley Electric Service	GenOn Energy, Inc.	SPURR
Bloomberg	Goodin, MacBride, Squeri, Schlotz & Ritchie	Salazar, Julie
Bloomberg New Energy Finance	Green Power Institute	San Francisco Public Utilities Commission
Boston Properties	Hamlin, Corey	Seattle City Light
Braun Blasing McLaughlin, P.C.	Hanna & Morton	Sempra Utilities
Brookfield Renewable Power	Hitachi	Shaw, Tim
CA Bldg Industry Association	House, Lon	Sheriff, Nora
CENERGY POWER	In House Energy	Sierra Pacific Power Company
Cade, Mike	International Power Technology	Silicon Valley Power
California Cotton Ginners & Growers Assn	Intestate Gas Services, Inc.	Silo Energy LLC
California Energy Commission	Kelly, Kate	Smith, Allison
California League of Food Processors	Lawrence Berkeley National Lab	SoCalGas
California Public Utilities Commission	Los Angeles County Office of Education	Southern California Edison Company
Calpine	Los Angeles Dept of Water & Power	Spark Energy, L.P.
Cardinal Cogen	MAC Lighting Consulting	Srinivasan, Seema
Casner, Steve	MRW & Associates	Stewart, Michael
Castracane, Steve	Manatt Phelps Phillips	Sun Light & Power
Center for Biological Diversity	Marin Energy Authority	Sunrun Inc.
Chris, King	McKenna Long & Aldridge LLP	Sunshine Design
City of Palo Alto	McKenzie & Associates	Sutherland, Asbill & Brennan
City of Palo Alto Utilities	Merced Irrigation District	Tecogen, Inc.
City of San Jose	Modesto Irrigation District	Terranova, Karen
City of Santa Rosa	Morgan Stanley	Tiger Natural Gas, Inc.
Clean Energy Fuels	Morrison & Foerster	TransCanada
Clean Power	Morrison & Foerster LLP	Turlock Irrigation District
Coast Economic Consulting	NLine Energy, Inc.	United Cogen
Commercial Energy	NRG West	Utility Cost Management
Consumer Federation of California	NaturEner	Utility Specialists
Crossborder Energy	Norris & Wong Associates	Verizon
Davis Wright Tremaine LLP	North America Power Partners	Wellhead Electric Company
Day Carter Murphy	North Coast SolarResources	Western Manufactured Housing Communities Association (WMA)
Day, Michael	Northern California Power Association	White, David
Defense Energy Support Center	O'Brien, Ed	Wodtke, Alexis
Department of General Services	Occidental Energy Marketing, Inc.	eMeter Corporation
Department of Water Resources	OnGrid Solar	
Dept of General Services	PG&E	