



Electric Sample Form No. 79-1192 Sheet 1
Interconnection Agreement for Non-Export Storage Generating Facilities 500KW or Less

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted March 30, 2023
Effective April 1, 2023
Resolution



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500 kW or LESS

This *INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500 kW or LESS* (Agreement) is entered into by and between _____, a _____, (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Non-Export Storage Generating Facility or Non-Export Alternating Current/Direct Current (AC/DC) Converter in parallel with PG&E’s Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer’s Generating Facility or Non-Export AC/DC Converter (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer’s Generating Facility through Producer’s circuits). To be eligible for interconnection using this agreement, Producer’s Non-Export Energy Storage Generating Facility or Non-Export AC/DC Converter interconnection must satisfy the Fast Track Process technical review requirements of Rule 21 Section F.2 and all of the following requirements must be met:

- 1.1 The Producer must meet all the eligibility criteria described in Rule 21, Section N.1 for the expedited storage interconnection process, including:
 - (a) Producer must have electronically submitted a completed Interconnection Request, including completing all application fields and submitting all supporting documentation necessary to facilitate the expedited review as required by Distribution Provider. Such documentation may include, but is not limited to, single line diagrams with specific details, manufacturer data sheets for proposed equipment, description of control systems, validation of the right to do business in the state, etc. PG&E shall clearly communicate these requirements as part of the application process. Producer shall select this process option in the Interconnection Request.
 - (b) Producer’s Interconnection Request must be eligible for, and select, the Fast Track Process, as described in Rule 21.
 - (c) Producer’s Interconnection Request must pass Fast Track Initial Review and not require any Interconnection Facilities, Distribution Upgrades or Network Upgrades to remain eligible under this Section. As such, Interconnection Requests that select the Cost Envelope Option are not eligible.
- 1.2 The Producer’s Generating Facility (except for Non-Export AC/DC Converters which are addressed in Section 1.3) must meet and adhere to all of the following criteria, per Rule 21 Section N.2.
 - (a) The Generating Facility must be comprised solely of the following specific categories of generation technology: Non-Exporting battery storage
 - (b) The Generating Facility must have an aggregate maximum inverter nameplate rating of no greater than 500 kW. There is no limitation on an energy storage device’s kWh capacity rating.

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- (c) The Generating Facility must be located behind an existing single retail meter and Point of Common Coupling with a single, clearly marked and accessible disconnect. No other Generators, other than isolated back-up Generators, may be at the same Point of Interconnection or Point of Common Coupling.
 - (d) Generating Facility must utilize Option 3 (Certified Non-Islanding Protection) or Option 4 (Relative Generating Facility Rating) to meet the non-export protection requirements of Screen I in Section G.1.i.
 - (e) The Generating Facility must have a single or coordinated control system for all charging functions if utilizing multiple inverters. The control system must also ensure that there is no increase in the Interconnection Customer's existing peak load demand.
 - (f) The Generating Facility must utilize only inverter-based, UL 1741 and UL 1741 SA-listed equipment. Additionally, all installed equipment must meet Distribution Provider's current electric service requirements with no violations or variances.
- 1.3 The Producer's Non-Export AC/DC Converter must meet and adhere to all of the following criteria, per Rule 21 Section O.
- (a) The Producers facilities must be comprised solely of the following specific categories of generation technology: an Non-Export AC/DC Converter as defined in Section C of Rule 21
 - (b) The Non-Export AC/DC Converter must have an aggregate maximum inverter nameplate rating of no greater than 500 kW. There is no limitation on an energy storage device's kWh capacity rating.
 - (c) The Non-Export AC/DC Converter must be located behind an existing single retail meter and Point of Common Coupling with a single, clearly marked and accessible disconnect. No other Generators, other than isolated back-up Generators, may be at the same Point of Interconnection or Point of Common Coupling.

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY OR Non-Export AC/DC CONVERTER

- 2.1. A description of the Generating Facility or Non-Export AC/DC Converter, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility or Non-Export AC/DC Converter 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 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 Generating Facility or Non-Export AC/DC Converter with PG&E's Distribution System:

Name: _____
 Address: _____



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City/Zip Code: _____

2.5. The Gross Nameplate Rating for the inverter of the Storage Generating Facility is: _____ kW (if applicable)

The Gross Nameplate Rating for Non-Export AC/DC Converter is: _____ kW (if applicable)

The Net Nameplate Rating of the Generating Facility is _____ kW. (must be 500 kW or less) (not required for Non-Export AC/DC Converters)

2.6. The expected annual energy production of the Generating Facility or Non-Export AC/DC Converter is _____ kWh.

2.7. The Generating Facility's or Non-Export AC/DC Converter expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

- Appendix A- Description of Generating Facility and Single-Line Diagram (Supplied by Producer).
- Appendix B- Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
- Appendix C - (Intentionally Left Blank)
- Appendix D- Operating Requirements for Energy Storage Device(s).

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

4. TERM AND TERMINATION

4.1. This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility or Non-Export AC/DC Converter is interconnected to PG&E's Distribution System is closed or terminated.



- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.
- 4.2. Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
 - (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility or Non-Export AC/DC Converter 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 or AC/DC Converter 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 or Non-Export AC/DC Converter's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility or Non-Export AC/DC Converter. PG&E shall deem the Generating Facility or Non-Export AC/DC Converter to be abandoned if PG&E determines, in its sole opinion, the Generating Facility or Non-Export AC/DC Converter 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 or Non-Export AC/DC Converter affirming Producer's intent and ability to continue to operate the Generating Facility or Non-Export AC/DC Converter.
- 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 OR Non-Export AC/DC CONVERTER, OPERATION AND CERTIFICATION REQUIREMENTS**
 - 5.1. The electric power produced by Producer's Generating Facility or Non-Export AC/DC Converter 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 Non-Export AC/DC Converter (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 or AC/DC Converter through Producer's circuits). Producer shall attempt in good faith to regulate the electric power output of Producer's Generating Facility or AC/DC Converter so as to prevent the flow of electric energy from the Generating Facility or Non-Export AC/DC Converter to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive,



purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility or AC/DC Converter.

- 5.2. Given that the Producer's Generating Facility or Non-Export AC/DC Converter includes energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix D of this Agreement.

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 or Non-Export AC/DC Converter.
- 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.

7. LIMITATION OF LIABILITY

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

8. INSURANCE

- 8.1. In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility or Non-Export AC/DC Converter 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 or Non-Export AC/DC Converter 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 or Non-Export AC/DC Converter 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 or AC/DC Converter is ten (10) kW or less and Producer's Generating Facility or Non-Export AC/DC Converter 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 or Non-Export AC/DC Converter is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.
- 8.4. Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5. Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
- (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
- 8.7. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance, if any, shall be made available to PG&E upon request.

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com



9. NOTICES

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

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection – Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

If to Producer: [Contact information to be supplied]

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

10. REVIEW OF RECORDS AND DATA

- 10.1. PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or Non-Export AC/DC Converter 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 application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

13.5. In accordance with PG&E Advice Letter 4941-E-A, the provisions provided for in Rule 21 Section N and covered under this interconnection agreement are being implemented under a pilot approach with a July 1, 2017 through June 30, 2018 reporting period. As such, the provisions may be continued, modified and/or withdrawn as determined by the Commission.

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.

BY:

<i>(Producer's Company Name)</i>	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Signature)</i>	<i>(Signature)</i>
<i>(Print Name)</i>	<i>(Print Name)</i>
<i>(Title)</i>	<i>(Title)</i>
<i>(Date)</i>	<i>(Date)</i>



APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Producer)



**APPENDIX B
RULES “2” AND “21”
(and any other Tariffs pertinent to the situation)
(Provided by PG&E)**

(Note: PG&E’s tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.)



APPENDIX C

(Intentionally Left Blank)



APPENDIX D

(If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

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

- Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand.
To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

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

And during the hours of []

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

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

Table with 6 empty rows for specific mitigation scope details.

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

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

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

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