



Electric Sample Form No. 79-1220-03

Sheet 1

Interconnection Agreement for Net Billing Tariff (NBT), Also Known As Solar Billing Plan (SBP), of A
Renewable Electrical Generating Facility of 1,000 kW or Less And Virtual Net Billing Tariff (NBTV)
Of A Renewable Electric Generating Facility of 1,000 kW or Less, Except NBT Solar or Wind facilities of
30 kW or Less

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR
NET BILLING TARIFF (NBT),
ALSO KNOWN AS SOLAR BILLING PLAN (SBP),
OF A RENEWABLE ELECTRIC GENERATING
FACILITY OF 1,000 KW OR LESS AND VIRTUAL
NET BILLING TARIFF (NBTV) OF A RENEWABLE
ELECTRIC GENERATING FACILITY OF 1,000 KW
OR LESS, EXCEPT NBT SOLAR OR WIND
FACILITIES OF 30 KW OR LESS

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This INTERCONNECTION AGREEMENT FOR NET BILLING TARIFF (NBT) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS, EXCEPT NBT SOLAR OR WIND FACILITIES OF 30 KW OR LESS TARIFF AND VIRTUAL NET BILLING (NBTV) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

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1. SCOPE AND PURPOSE

- 1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NBT (if this is a NBT Solar or Wind Generating Facility less than 30 kW, please use form 79-1151-03) (Generating Facility) in parallel with PG&E’s Electric System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator’s Generating Facility. The Generating Facility should be sized such that its total annual output in kwh is primarily used to offset the customer’s own annual electrical requirements. The NBT customer is allowed to oversize their Generating Facility by executing the NBT Oversized Generating Facility Attestation in Appendix F of this document. This Agreement applies to the Customer-Generator’s Generating Facilities identified below with the specified characteristics and generating capacity and does not allow interconnection or operation of facilities different than those described.

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2. SUMMARY AND DESCRIPTION OF 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 Customer-Generator’s Generating Facility and loads are interconnected with PG&E’s Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).
- 2.2 Generating Facility identification number: _____ (Assigned by PG&E).

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



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2.3 Customer-Generator's electric service agreement ID number: _____
(Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service account used to
interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility: _____ kW.

2.6 The Net Nameplate Rating of the Generating Facility: _____ kW.

2.7 The expected annual energy production of the Generating Facility is _____ kWh.

2.8 Customer-Generator's otherwise-applicable rate schedule as of the execution of this
Agreement is _____. Customer-Generator accepts that there may be
limitations on otherwise-applicable rate schedule under the NBT tariff which would
require the customer to change their otherwise applicable rate schedule.

2.9 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this
Agreement.

2.10 Smart Inverters - For Customer-Generator applications received on or after September
9, 2017, the Customer-Generator certifies that their inverter-based Generating
Facilities fully comply with Section Hh of Rule 21, including configuration of protective
settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's
inverter. Customer-Generator further agrees to cooperate fully with any such request
and make their inverter available to the Distribution Provider for such verification.
Customer-Generator understands that in the event the inverter is not set in accordance
with Section Hh of Rule 21, Customer-Generator will need to cease operation of
generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can
be found at <https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists>.)

Verification of compliance with such requirements shall be provided by the Customer-
Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

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

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to
September 9, 2017,



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(c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

(d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

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

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

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

Appendix D NBT Load Aggregation Customer-Generator Declaration Warranting NBT Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel (if applicable)

Appendix E Customer-Generator Affidavit Warranting That NBTV Arrangement Is Sized to Load (if applicable)

Appendix F NBT Oversized Generating Facility Attestation (when applicable)

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

1. A completed Interconnection Application including all supporting documents and required payments, (continued next page)
2. A completed signed Interconnection Agreement,
3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.



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Appendix G Operating Requirements for Energy Storage Device(s) (when applicable) (P)

Appendix H NEMFC Customer Agreement For Meeting Emission Standard Required by the California Public Utilities Commission (when applicable)

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NBT (if applicable), Schedule NBTV (if applicable) and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement. (P)
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- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selected Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.8 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NBT.

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 22 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 12 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

- 5.2 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, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,



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- (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 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 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Rule 21 Generator Interconnection Application* (Form 79-1174-03), including all supporting documents and payments as described in the Application; (2) a signed and completed *INTERCONNECTION AGREEMENT FOR A NET BILLING TARIFF (NBT)/NBTV OF A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND*; and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

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- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies as a part of its request for NBT, that all major solar system components comply with Sections L.2-L.4 and Section L.7 of PG&E Electric Rule 21 (Rule 21).
- 6.5 Customer Generator certifies as a part of each interconnection request for NBT that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.



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7.4 Prevailing Wage Disclosure

Pursuant to Public Utilities (PU) Code Section 769.2 and California Public Utilities Commission (CPUC or Commission) Decision 23-11-068, if the Customer-Generator's contractor is found to have willfully violated Section 769.2 of the PU Code by failing to pay its workers a prevailing wage, the Renewable Electrical Generating Facility (REGF) is ineligible to participate on a tariff developed pursuant to PU Code Sections 2827 or 2827.1. Upon notice of a determination of a willful violation of Section 769.2 by the Department of Industrial Relations or a court, PG&E shall transition the REGF (after the required 30/60-day notification)³ to the Public Utility Regulatory Policies Act of 1978 (PURPA) compliant tariff. All the terms and conditions of this agreement will remain in effect except that the Customer will not receive billing under tariffs developed pursuant to 2827 or 2827.1, including but not limited to NBT.

The Customer has the right to choose an alternate applicable tariff before or after the transition. If the Customer does not choose another applicable tariff in advance of the next billing cycle, the billing will transition to the PURPA compliant tariff to avoid any delay in billing. Customer will remain on the PURPA compliant tariff (or other applicable tariff if available and chosen by the Customer) unless the willful wage violation is reversed or nullified by the determining body.

This provision does not apply to the following Customer that are being served by tariffs pursuant to PU Code 2827 and 2827.1:

- 1) Residential Renewable Electrical Generating Facilities (REGFs) that have a maximum generating capacity of 15 kilowatts or less of electricity.
- 2) Residential REGFs installed on a single-family home.
- 3) Public Work projects that are subject to Article 2 of Chapter 1 of Part 7 of Division 2 of the Labor Code.
- 4) REGFs that serve only a modular home, a modular home community, or multi-unit housing that has two or fewer stories.

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

Customer-Generator Facility is required to comply with standards and rules set forth in Section 6 and provide the following for insurance policies in place.

³ Pursuant to Decision 23-11-068, Customers with single generating account with no benefitting/aggregated account will get a 30-day notice. Customers with single generating account with benefitting/aggregated accounts will get a 60-day notice.



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

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- ☐ I have insurance. I hereby certify that there is presently insurance coverage in the amount of \$_____ for the Schedule NBTV Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

- ☐ I do not have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for the Schedule NBTV Generating Facility location.

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Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.

The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in Section 6, the following insurance shall apply:

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

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;



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

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 10.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 12.1, the requirements of Section 10.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or mail to the following:

Pacific Gas and Electric Company
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGContractMgmt@pge.com

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

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



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- 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: Electric Grid Interconnection – Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGContractMgmt@pge.com

If to Customer-Generator:

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



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13. RELEASE OF INFORMATION

All customer must: Accept that PG&E may release to the California Energy Commission, the California Public Utilities Commission, and/or other state agencies, information regarding the Customer facility, including such customer's name and REGF location, capacity, and operational characteristics. Pursuant to CPUC Decisions 14-11-001, and 21-06-026, and 23-11-068, PG&E is required to provide certain data, including, but not limited to, confidential customer information, to the CPUC, its contractors, the California Department of Consumer Affairs Contractors State License Board, and the California Department of Financial Protection & Innovation, and the California Department of Industrial Relations. As a condition of receiving service under this tariff, the eligible customer authorizes PG&E to release any and all information provided in the Interconnection Request to the entities identified above without further notification or consent. For REGF that are subject to Pub. Util. Code § 769.2, in addition to consenting to PG&E sharing the data or information with those regulatory entities, customer also consents to those entities making that information publicly available.

14. ASSIGNMENT

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

15. 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.

16. DISPUTES

16.1 Dispute Resolution

Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

17. REVIEW OF RECORDS AND DATA

17.1 Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.



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17.2 Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds

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

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.

19. CRD POWER CONTROL SYSTEM CERTIFICATION

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

20. AMENDMENT AND MODIFICATION

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

21. 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.



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TARIFF (NBTV) OF A RENEWABLE ELECTRIC
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22. SIGNATURES

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

_____ <i>(Customer-Generator's Name)</i>	<u>PACIFIC GAS AND ELECTRIC COMPANY</u>
_____ <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>



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APPENDIX A

Description of Generating Facility and Single-Line Diagram

(Provided by Customer-Generator)



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APPENDIX B (If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of
Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to
Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)



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APPENDIX C

(Not Applicable to Solar and/or Wind)

Schedule NBT Customer-Generator Warranty That it Meets the
Requirements for an Eligible Customer-Generator and Is an Eligible
Renewable Electrical Generation Facility Pursuant To Section 2827 Of
The California Public Utilities Code

(This Affidavit is required every time a new NBT or NBTV interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility)

Check Type of Renewable Electrical Generation Facility:

<input type="checkbox"/> biomass	<input type="checkbox"/> geothermal	<input type="checkbox"/> municipal solid waste
<input type="checkbox"/> solar thermal	<input type="checkbox"/> fuel cell (using renewable fuel)	<input type="checkbox"/> landfill gas
<input type="checkbox"/> small hydroelectric generation	<input type="checkbox"/> ocean wave	<input type="checkbox"/> digester gas
<input type="checkbox"/> ocean thermal	<input type="checkbox"/> tidal current	

NBT/NBTV Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an "Eligible Customer-Generator" and its Generating Facility.
- (2) (a) meets the requirements of an "Renewable Electrical Generation Facility", as defined in Section 2827(b)(11) 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.⁴ (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):

⁴ The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>



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☐ 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 Electric Generation Facility:

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

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 12 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its sole discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 12 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Billing Tariff provisions of PG&E's Schedule NBT or NBTV, Service for Eligible Customer-Generators.



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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: _____



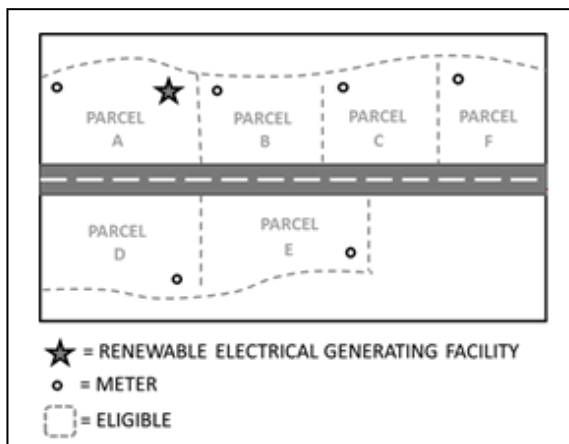
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APPENDIX D
NBT Load Aggregation Appendix
(If Applicable)

Customer-Generator Declaration Warranting NBT Aggregation Is
Located on Same or Adjacent or Contiguous Property to Generator
Parcel

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

- 1) The Generating Facility should be sized such that its total annual output in kWh is primarily used to offset the customer's own annual electrical requirements (this includes all usage from the aggregated meters within the arrangement plus any additional kWh representing future additional usage). The NBT Customer is allowed to oversize their Generating Facility for future load (i.e., electric vehicle, or other electrical appliances to support electrification) by executing the NBT Oversized Generating Facility Attestation within the applicable NBT Interconnection Agreement; and
- 2) Each of the aggregated account meters associated with this NBT generator account are located either:
 - (i) on the property where the renewable electrical generation facility is located, or
 - (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an



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

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



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

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NBT Load Aggregation including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Type/Print Name



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APPENDIX E
(If Applicable)

Customer-Generator Affidavit Warranting that NBTV Arrangement is
Sized to Load

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

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

Service Address of Generator:

Customer Generator's Name

Signature

Date

Type/Print Name

Title



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APPENDIX F
(When Applicable)

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NBT Oversized Generating Facility

The total annual output of the Generating Facility should primarily be used to offset the customer's own annual electrical requirements (based on the customer's most recent 12 months of usage).

Customer is allowed to oversize their Generating Facility provided Customer executes this form attesting as follows:

- My Generation Facility is oversized to meet expected increased future electrical usage (i.e., increased usage resulting from an electric vehicle or other electrical appliances to support electrification);
- The Generating Facility's estimated annual production in kWh is no larger than: (a) 150 percent of my most recent 12 months of total usage; or (b) 150 percent of my estimated annual usage (for new construction and/or customers that do not yet have 12 months of usage only). **OR**, My electrical usage has recently increased and the Generating Facility's estimated annual production is no larger than 150 percent of my current electrical usage projected over 12 months.
- I expect to increase my electrical usage to correspond with the size of my Generating Facility within the next year (12 months after receiving Permission to Operate (PTO)).
- I understand that PG&E reserves the right to further validate that my Generating Facility is sized in accordance with the Net Billing Tariff (NBT).

By signing below, I declare under penalty of perjury under the laws of the State of California that the information provided in this Attestation is true and correct.

Customer Generator's Name

Signature

Date

Type/Print Name

Title



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APPENDIX G

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

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

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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. Normal peak demand is defined as the highest amount of power required from the Distribution System by Producer's complete facilities without the influence or use of the energy storage device(s).
- ☐ To avoid upgrades or other technical mitigation items identified in the interconnection 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:

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.



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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.



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APPENDIX H

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

Starting January 1, 2017 and also as applicable pursuant to California Public Utilities Commission (CPUC) Decision (D.) 23-11-068, Customer applying for Schedule NEMFC, as revised pursuant to Assembly Bill 1637 (2016), agree as follows:

That their Eligible Fuel Cell Electrical Generating Facility must meet the reduction in greenhouse gas emissions standard to be established as required by the California Public Utilities (PU) Code Section 2827.10 and D.23-11-068 (as referenced in PG&E's NEMFC tariff).

The NEMFC GHG emissions standards developed by the California Air Resources Board (ARB) became effective on October 26, 2020, and will be approved in D.23-11-068 by the CPUC. Customer agrees and understands that their approval for participation in NEMFC is contingent on their system meeting the new standard within the timeline provided by the CPUC. Additional standards may be added through CPUC Rulemaking 20-08-020, which contains requirements concerning NEMFC customers. Specifically, I, Customer, understand and agree that if my fuel cell generator does not meet the ARB emission standard I will not be eligible for NEMFC.

Specifically, I will be responsible for the following:

1. Payment of all interconnection costs, including fees, studies, system upgrades, and any other pertinent interconnection costs.
2. Payment of the following nonbypassable charges on all departed load served by the fuel cell installed at my premises including but not limited to,
 - a. Public Purpose Program Charges;
 - b. Nuclear Decommissioning;
 - c. Wildfire Fund Charge; and
 - d. Competition Transition Charge;
 - e. Other charges that the CPUC determines are to be charged on departed load and for which there is no exception for fuel cells pursuant to Schedule E-DCG.



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3. I understand that I may be required to take service on a standby tariff pursuant to Schedule SB and pursuant to PU Code Section 2827.10(f)(2)(A).
4. I further understand that I will not be eligible for Rate Schedule NEMFC and will no longer receive any credit for any exports to the grid.

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)