

## PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



February 8, 2017

**PG&E Advice Letter 4971-E/E-A**  
**SCE Advice Letter 3523-E/E-A**  
**SDG&E Advice Letter 3017-E**

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**Subject: Modifications to Net Energy Metering Fuel Cell Tariffs Pursuant to Assembly Bill 1637**

Dear Mr. Jacobson, Mr. Worden, and Ms. Caulson:

This disposition letter approves with modifications Pacific Gas and Electric Company's (PG&E) advice letter (AL) 4971-E/E-A, Southern California Edison Company's (SCE) AL 3523-E/E-A, and San Diego Gas and Electric Company's (SDG&E) AL 3017-E.

### Background

On December 2, 2016 PG&E and SCE filed ALs 4971-E and 3523-E, respectively. On December 12, 2016, SDG&E filed AL 3017-E. On December 30, 2016, SCE filed supplemental AL 3523-E-A. PG&E filed supplemental AL 4971-E-A on January 19, 2017. These ALs requested approval of modifications to the utilities' Net Energy Metering Fuel Cell (NEMFC) tariffs in order to comply with the requirements of Assembly Bill (AB) 1637 (Low, 2016).

On December 22, 2016, Applied Medical Resource Corporation protested SCE's AL with a concern related to terms in the Rates section of the tariff, which SCE had included as a "clean-up" item. SCE subsequently removed the language that was the subject of the protest in supplemental AL 3523-E-A. Therefore, Applied Medical Resource Corporation's protest is moot.

### Discussion

The existing NEMFC tariff was scheduled to sunset on January 1, 2017. AB 1637 amended Public Utilities Code 2827.10 to extend the sunset date of the NEMFC tariff to December 31, 2021, increase

the eligible system size for the tariff from 1 megawatt (MW) to 5 MW, increase the total capacity allowed to take service under the tariff by an additional 500 MW beyond what is currently installed, require generating technologies to meet a new schedule of annual greenhouse gas (GHG) emissions reductions standards adopted by the California Air Resources Board (ARB), and require customer-generators taking service under the tariff to comply with emissions standards from ARB's distributed generation certification program.

In their implementation of the new annual GHG emissions reductions standards requirement, the utilities interpreted the new GHG standard as applying only to fuel cells that commence operation on or after January 1, 2017, and determined that fuel cells should only be required to meet the GHG standard that was in place at the time they commenced operation.

AB 1637 requires both fuel cells that commence operation on or after January 1, 2017, and fuel cells that were already taking service under the NEMFC tariff before January 1, 2017, to meet ARB's new GHG emissions standards. AB 1637 also requires both new and existing fuel cells to meet the GHG standard on an ongoing basis, not on a one-time basis, as ARB is required to establish annual emissions standards and to update the standards every three years. The August 31, 2016 Assembly Floor Analysis of AB 1637 states that "[t]he bill's new GHG standard applies to existing installed fuel cells, as well as future installed fuel cells, requiring all NEMFC participants to meet annual GHG reduction standards, to be adopted by ARB, to remain eligible for NEMFC."<sup>1</sup>

Thus, the utilities' proposed tariffs do not appear to meet the GHG emissions requirements laid out in statute. The utilities' exemption from ARB's GHG emissions standard for fuel cells that commenced operation before January 1, 2017 is sufficient for a limited term until ARB's schedule of annual GHG emissions standards is adopted. Once such standards are adopted, however, new and existing fuel cells shall be required to comply with ARB's standard on an ongoing basis. Modifications to the utilities' tariff language to reflect this direction is provided in Attachments A, B, and C.

Therefore, PG&E, SCE, and SDG&E's ALs are approved as modified in Attachments A, B, and C, and are effective January 1, 2017. This approval does not exempt fuel cells installed prior to January 1, 2017 from the new GHG emissions requirements in AB 1637 once ARB adopts its new GHG emissions standards and the Commission approves those standards as needed. Consequently, any and all tariff language that treats fuel cells that were already taking service under the NEMFC tariff before January 1, 2017 as exempt from the statute is not approved and is stricken from the proposed tariffs. Any other language in the tariffs that is inconsistent with this letter shall have no force or effect. Sincerely,



Edward Randolph  
Director, Energy Division

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<sup>1</sup> See, [http://leginfo.legislature.ca.gov/faces/billAnalysisClient.xhtml?bill\\_id=201520160AB1637#](http://leginfo.legislature.ca.gov/faces/billAnalysisClient.xhtml?bill_id=201520160AB1637#)

# Attachment A

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

APPLICABILITY: This schedule is applicable to a Bundled Service, Community Choice Aggregation Service (CCA Service) or Direct Access Service (DA Service) Customer who is served under a Time-of-Use (TOU) rate schedule, and who: (T)

(1) installs an Eligible Fuel Cell Electrical Generating Facility, as defined below, with a generating capacity no greater than 5,000 kW, located on or adjacent to the customer's owned, leased or rented premises, that is interconnected and operates in parallel with PG&E's grid while the grid is operational, and is sized to offset part or all of the Customer's electrical requirements; (T)

(2) is the recipient of local, state, or federal funds, or who self-finances projects designed to encourage the development of Eligible Fuel Cell Electrical Generating Facilities, and (T)

(3) uses technology that achieves reductions in emissions of greenhouse gases (GHG) pursuant to Public Utilities Code Section 2827.10 subdivision (b) as established by the California Air Resources Board (ARB) and as regularly updated consistent with the statute (GHG Standards), except as provided in Special Condition 8 of this tariff and (N)

(4) meets all other requirements in this schedule. (N)

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. (T)

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 Electric 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.

The "Eligible Fuel Cell Electrical 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 (a)(2) that includes: (T)

1) an integrated powerplant systems containing a stack, tubular array, or other functionally similar configuration used to electrochemically convert fuel to electric energy; (L)

2) an inverter and fuel processing system where necessary, and (L)

3) other plant equipment, including heat recovery equipment necessary to support the plant's operation or its energy conversion. (L)

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.



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

Sheet 2

APPLICABILITY: 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 214 MW of cumulative rated generating capacity (the Cap) is served under this schedule. (N)  
 (Cont'd.)

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 PU Code Section 2827.10(d) and Division 26 (commencing with Section 39000) 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)  
 (I)  
 (T)

A fuel cell electrical generating facility shall not be eligible for participation in the NEMFC tariff unless it commences operation on or before **December 31, 2021**. (N)

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 any NEM-eligible generating capacity is not more than allowed in the Applicability Section of its respective NEM tariff. 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)  
 (I)  
 (T)

(Continued)



**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.

**TERRITORY:** The entire territory is served. (T)

**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.

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.

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.

**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:

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

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

(Continued)



**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.
  - 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.
  - 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.
  
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. (D)
  
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.

(Continued)



**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 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)

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.

a. The Reconciliation shall be performed as follows:

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.

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.

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.

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.

(Continued)





**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.)
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:

<b>Sub-schedule</b>	<b>Application</b>	<b>Interconnection Agreement</b>	
NEMFC / NEMFCA	<i>Online Rule 21 Generator Interconnection Application, (Form 79-1174)</i>	<i>Interconnection Agreement for Net Energy Metering of Eligible Fuel Cell Facilities (Form 79-1010)</i>	
		For Customer-Generators applying prior to the establishment of the fuel cell Standards, the Customer must also complete and sign Appendix D to Form 79-1010.	(N)         (N)
NEMMT (Multiple Tariff Facilities – See Special Condition 7)	<i>(same as for NEMFC)</i>	<i>Generating Facility Interconnection Agreement (Multiple Tariff) (Form 79-1069-02)</i>	(N)
		For Customer-Generators applying prior to the establishment of the fuel cell Standards, the Customer must also complete and sign Appendix J to Form 79-1069-02.	(N)         (N)

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.

(Continued)



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

Sheet 10

SPECIAL  
 CONDITIONS:  
 (Cont'd.)

8. EMISSIONS STANDARD APPLICATION:

Pursuant to PUC Section 2827.10, ARB will provide for a schedule of annual GHG Standard updates. All NEMFC Eligible Fuel Cell Electrical Generating Facilities shall comply on an ongoing basis with the GHG Standards in the Applicability Section (3) once established by ARB, and approved by the CPUC as needed. Until that time, the following standards shall apply:

- a) NEMFC Eligible Fuel Cell Electrical Generating Facilities Interconnected Before January 1, 2017

A customer that has received permission to operate its generating facility from PG&E under the NEMFC schedule prior to January 1, 2017, can continue to take service under NEMFC, notwithstanding the GHG Standards in the Applicability Section (3) above until ARB's schedule of annual GHG emissions standard updates is established, and approved by the CPUC as needed., for the operating life of the generating facility.. All other provisions of the tariff applicable to an Eligible Fuel Cell Electrical Generating Facility will continue to apply to such a generating facility.

- b) NEMFC Eligible Fuel Cell Electrical Generating Facilities Interconnecting January 1, 2017 or later, but before Updated GHG Standards are Established and Approved by the CPUC as Needed

Until the GHG Standards in the Applicability Section (3) above are established for the NEMFC program, and approved by the CPUC as needed, eligible applicants may take service on NEMFC but must sign Appendix D of Form 79-1010, or Appendix J of Form 79-1069-02 agreeing to terminate service on this tariff and pay all applicable costs and charges in the event their fuel cell does not meet the subsequently approved GHG Standards.

- ~~c) NEMFC Eligible Fuel Cell Electrical Generating Facilities Interconnecting after GHG Standards are Established~~

~~Pursuant to PUC Section 2827.10, ARB will provide for a schedule of annual GHG Standard updates. A customer that has received permission to operate its generating facility from PG&E under the NEMFC schedule after the GHG Standards in Applicability Section (3) have been established, and its generating facility satisfies the standard in effect at the time PG&E provides permission to operate (PTO) are eligible for NEMFC under that standard for the operating life of the generating facility. All other provisions of the tariff applicable to an Eligible Fuel Cell Generating Facility will continue to apply to such a generating facility.~~

(N)

(N)



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

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4971-E  
Decision No.

Issued by  
**Steven Malnight**  
Senior Vice President  
Regulatory Affairs

Date Filed December 2, 2016  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_



DISTRIBUTION:      REFERENCE:

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 *NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established.*

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 **December 31, 2021** ~~January 1, 2017~~; 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  
c/o EXIGIS LLC  
support@exigis.com  
Fax: 646-755-3327

## 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  
Mail Code B19H



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

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

If to Fuel Cell Customer-Generator:

Fuel Cell 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

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



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

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.

### PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
Fuel Cell Customer Generator's Name

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

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DISTRIBUTION:

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

REFERENCE:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 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:

REFERENCE:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX D

### NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established and Approved by the CPUC as Needed.

Starting January 1, 2017, 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.

Since the applicable standards are not yet released by the California Air Resources Board (ARB) and/or approved as may be needed by the California Public Utilities Commission (CPUC), Customer agrees and understands that their approval for participation in NEMFC is contingent on their system meeting the new standard within three months of when the new standard becomes available. 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. Department of Water Resources Bond Charges; and
  - d. Competition Transition Charge;
  - e. Other charges that the CPUC determines are to be charged on departed load and for which there is no exception for fuel cells pursuant to Schedule E-DCG.
3. I understand that I may be required to take service on standby tariff pursuant to Schedule S and pursuant to PU Code Section 2827.10(f)(2)(A).



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

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)





**Electric Sample Form No. 79-1069-02**  
Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)

Sheet 1

**Please Refer to Attached  
Sample Form**



# GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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This *Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)* (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 Electric 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 must be a combination of generators, but must include at least one NEM2 “Eligible customer-generator.” (as defined in PG&E’s Schedule NEM2). “Eligible customer-generator” may also include other eligible customer-generators such as NEM2 Renewable Electrical Generation Facility(ies), 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), as allowed under Special Condition 4 of Schedule NEM2.

- 1.1. This Agreement provides for Producer to operate the Eligible Generator(s) pursuant to the provisions of Section 2827.1 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 and/or NEM2) 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 Electric System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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 Electric System:

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

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

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

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

Table with 2 columns and 8 rows listing generator types and their ratings in kW. Includes categories like biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current, and Storage/Batteries.

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: \_\_\_\_\_ kW



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):

Table with 2 columns and 8 rows listing eligible renewable energy sources and their capacity in kW. The last row includes Storage/Batteries with fields for amp hours and inverter kWh.

2.6.2 Non-Eligible Generator(s): \_\_\_\_\_ kW

2.6.3 Total Net Nameplate Rating of the Generating Facility: \_\_\_\_\_ kW

2.7 The maximum level of power that may be exported by the Generating Facility to PG&E’s Electric System is expected to be:

2.7.1 Eligible Generator(s):

Table with 2 columns and 8 rows listing eligible renewable energy sources and their capacity in kW. The last row includes Storage/Batteries with fields for amp hours and inverter kWh.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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 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
[ ] does / [ ] does not meet the requirements for Cogeneration as such term is used in Section 216.6 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.

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.

Table with 2 columns and 10 rows listing various energy technologies (biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, small hydroelectric generation, digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current, biogas digester, other technology) and their compliance status (are met / are not met) with checkboxes.



**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)**

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

**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).

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 216.6 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 and/or NEM2 Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827.1 of the California Public Utilities Code.

Appendix I -Operating Requirements for Energy Storage Device(s) (when applicable).

Appendix J - NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established.



**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)**

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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 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 Electric 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.

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.



**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)**

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- (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 Electric 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.
- 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-2 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.





**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)**

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- 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 (Form 79-1174-02), 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 NEM2MT) (Form 79-1069-02); (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 Electric 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 Electric 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 Electric 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 Electric System in any manner, even if Producer's deliveries of electric power to PG&E's Electric 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 Electric 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 Electric 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 Electric System unless the Parties have agreed otherwise in writing.
- 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 Electric System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.



## GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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- 5.9 If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 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.
- 5.10 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for a NEM and/or NEM2 Generating Facility, that all major solar system components (if any) are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 5.11 Applicant certifies as a part of each interconnection request for a NEM and/or NEM2 Eligible Generating Facility 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.
- 5.12 Customers on this tariff must pay for the interconnection of their NEM2 Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.
- 5.13 If Producer’s Generating Facility includes any 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 I 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 Electric 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



## GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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Interconnection Facilities, Producer 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 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.

### 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."



**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)**

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- 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.
- 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  
Fax: 646-755-3327



**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)**

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**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:

[Contact information to be supplied]

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 its interconnection with PG&E's Electric 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



**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)**

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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.

**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.



**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)**

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**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.

**PACIFIC GAS AND ELECTRIC  
COMPANY**

_____	_____
<i>(Company Name)</i>	
_____	_____
<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>



**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)**

**Appendix A**

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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.)



**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)**

**Appendix B**

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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.”)



**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)**

**Appendix C**

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**APPENDIX C (If Applicable)**

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

**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)**

**Appendix D**

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**APPENDIX D (When applicable)**

**PRODUCER’S WARRANTY THAT THE GENERATING FACILITY IS A  
“COGENERATION FACILITY” PURSUANT TO SECTION 216.6 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 216.6 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 Electric 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.

**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)**

**Appendix E**

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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 Electric 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.



**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)**

**Appendix G**

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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.

**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)  
Appendix H**

**Appendix H**

**SCHEDULE NEM2 CUSTOMER-GENERATOR WARRANTY THAT IT  
MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER-  
GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL  
GENERATION FACILITY PURSUANT TO SECTION 2827.1 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 NEM2 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	Storage/Batteries _____amp hours _____inverter kWh

NEM2 Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an “Eligible Customer-Generator” and its Generating Facility.
- (2) (a) meets the requirements of an “Renewable Electrical Generation Facility”, as defined in Section 2827(b)(5) of the California Public Utilities Code and (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission’s (CEC’s) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook. <sup>1</sup> (Eligibility Requirements).

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

**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)  
Appendix H**

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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.

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).





**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)  
Appendix H**

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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 NEM2 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: \_\_\_\_\_

**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)**

**Appendix I**

---

**APPENDIX I**

(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. 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:

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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

**GENERATING FACILITY  
INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF NEM2MT)  
Appendix I**

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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.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

Appendix J

NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established and Approved by the CPUC as Needed.

Starting January 1, 2017, 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.

Since the applicable standards are not yet released by the California Air Resources Board (ARB) and/or approved as may be needed by the California Public Utilities Commission (CPUC), Customer agrees and understands that their approval for participation in NEMFC is contingent on their system meeting the new standard within three months of when the new standard becomes available. 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. Department of Water Resources Bond Charges; and d. Competition Transition Charge; e. Other charges that the CPUC determines are to be charged on departed load and for which there is no exception for fuel cells pursuant to Schedule E-DCG.
3. I understand that I may be required to take service on standby tariff pursuant to Schedule S 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)



**ELECTRIC TABLE OF CONTENTS**

Sheet 1

**TABLE OF CONTENTS**

<b>SCHEDULE</b>	<b>TITLE OF SHEET</b>	<b>CAL P.U.C. SHEET NO.</b>	
	Title Page .....	<b>37779-E</b>	(T)
	Rate Schedules .....	37584,32585,37635,37587, <b>37780</b> ,37589,35088,31541,36584-E	(T)
	Preliminary Statements .....	37590,32706,35423,35049,34357,34358,35454,37730-E	
	Rules .....	36586,35401,37442-E	
	Maps, Contracts and Deviations.....	37606-E	
	Sample Forms.....	32777,32429,37022,35301,32504, <b>37781</b> ,35796,36052,36053,32437,32508,32439-E	(T)

(Continued)



**ELECTRIC TABLE OF CONTENTS**  
**RATE SCHEDULES**

Sheet 6

SCHEDULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.
	<b>Rate Schedules</b>	
	<b>Other</b>	
S	Standby Service .....28399,28400, <b>37581</b> ,36573,28238,32515,32516,28241*,28242,28243, ..... 36574,32517,30291,36024,28401,28402,28403,28404-E	
E-CHP	Combined Heat and Power PPA ..... 30809-30813-E	
E-CHPS	Combined Heat and Power Simplified PPA..... 30814-30817-E	
E-CHPSA	Combined Heat And Power Simplified 500 kW PPA ..... 30825-30828-E	
E-DCG	DCG Departing Customer Generation, CG ..... 30168*,30169*,23667, ..... 30697,30698,28954,28607,23252,23253,28405,23255-E	
E-DEPART	Departing Customers ..... 28859-E	
E-DRP	Demand Response Provider Services.....35430,37017-E	
E-ECR	Enhanced Community Renewables (ECR) Program .....35738,35739,36103,35741-35743-E	
E-GT	Green Tariff (GT) Program .....35744,36112,35746, 35747-E	
E-NWDL	New WAPA Departing Load .....28581,28582,28862,28863,27448-27452-E	
E-NMDL	New Municipal Departing Load.....27453,32097,32098,32099, 29557,29558,29559, ..... 29560,29561,29562,29563,29564-E	
E-LORMS	Limited Optional Remote Metering Services ..... 20194-E	
E-SDL	Split-Wheeling Departing Load.....28588,28589,28867,28868,27459-27464-E	
E-TMDL	Transferred Municipal Departing Load ..... 27465,28869,28870, ..... 25883,28961,28594,28608,25887,25888,25889,25890,25891-E	
NEM	Net Energy Metering Service..... 35273,35274,33899*,35275, .....33901*,33902*,33903*,33904*,36562,36563,36564,35753,33909*,33910*, ..... 33911*,33912*,33913*,33914*,33915*,35276,35488,36599,35277-E	
NEMFC	Net Energy Metering Service For Fuel Cell Customer-Generators..... <b>37770,37771,37772,37773</b> , (T) ..... <b>37774,37775</b> ,32446-32448, <b>37776-E</b> (T)/ (N)	
NEMBIO	Net Energy Metering Service for Biogas Customer-Generators ..... 27253-27255, ..... 26140,27256,26142,27257,26144,27258-E	
NEMCCSF	Net Energy Metering Service for City and County of San Francisco ..... 28176,28177, .....28178,28179-E	
NEMV	Virtual Net Metering for a Multi-Tenant or Multi-Meter Property Served at the Same Service Delivery Point..... 31546,31547,33920*,31549,32806,31551, .....33921,31553,31554,31555,31556,31557, .....31558,36565,31560,31561,36566,32807, ..... 35755,31565,33215,33216,31568-E	
NEMVMASH	Net Energy Metering – Virtual Net Energy Metering ..... 31625,33922*,30516,33923,33924, .....33925,31630,36567,31632,31633,36568, ..... 31635,35756,31637,33217,31639,33676-E	
E-ERA	Energy Rate Adjustments..... 37515,37516,37517,36518-E	
RES-BCT	Schedule for Local Government Renewable Energy Self-Generation Bill Credit Transfer..... 30752,30753,29208,32216-32219,29213,35757-E	
E-OBF	On-Bill Financing Balance Account (OBFBA) ..... 29490-29492-E	
E-OBR	On-Bill Repayment (OBR) Pilots ..... 34527-34533-E	
E-SOP	Residential Electric SmartMeter™ Opt-Out Program .....35105,36498-E	
PEVSP	Plug-In Electric Vehicle Submetering Pilot – Phase 1 ..... 36571,35261,34249,35262,35263-E	
PEVSP 2	Plug-In Electric Vehicle Submetering Pilot – Phase 2.....37688-37698-E	

(Continued)



**ELECTRIC TABLE OF CONTENTS**  
**SAMPLE FORMS**

Sheet 28

FORM	TITLE OF SHEET	CAL P.U.C. SHEET NO.
<b>Sample Forms</b>		
<b>Net Energy Metering</b>		
79-978	Interconnection Agreement for NEM of Solar or Wind Electric Generating Facilities 1,000 kW or less, other than Residential or Small Commercial Facilities of 10 kW or Less.....	35368-E
79-978-02	Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities of 1,000 Kilowatts or Less, Other than Facilities of 30 Kilowatts or Less.....	36327-E
79-997	Interconnection Agreement for Net Energy Metering of Biogas Digester Generating Facilities.....	32121-E
79-999	Agreement for Limited Optional Remote Metering Service .....	32123-E
79-1010	Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities.....	<b>37777-E</b> (T)
79-1069	Generating Facility Interconnection Agreement (Eligible/Non-Eligible Net Generating Facility Export) .....	37175-E
79-1069-02	Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT) .....	<b>37778-E</b> (T)
79-1151A	Agreement and Customer Authorization – Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less .....	34809*-E
79-1151A-02	Agreement And Customer Authorization - Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less.....	36808-E
79-1151B	Application – Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less .....	34810*-E
79-1151B-02	Application - Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less.....	36335-E
79-1109	Net Energy Metering Application and Interconnection Agreement for the Building Owner of a Multifamily Affordable Solar Housing Facility with a Solar Generating Facility of 1 Megawatt or Less .....	34805-E
79-1109-02	NEM2VMASH Virtual NEM Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 Megawatt or Less.....	36329-E
79-1114	NEM 2010 Early True-up Request Form.....	28929-E
79-1124	Eligible Low Income Development Virtual NEM Application and Interconnection Agreement for Multi-Family Affordable Housing with Solar Generation Totaling 1 Megawatt or Less .....	34806-E
79-1124-02	Eligible Low Income Development Virtual NEM (NEM2VMASH) Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less .	36330-E
79-1125	NEM / NEMVMASH Inspection Report .....	33682-E
79-1130	Customer Request Form not to Receive Net Surplus Compensation .....	30639-E
79-1131	NEMV Application and Interconnection Agreement for an Eligible Generating Facility of 1MW or Less Serving Multiple Tenants.....	34807-E
79-1131-02	NEM2V Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less .....	36331-E
79-1137	Interconnection Agreement for Net Metering for a Renewable Electrical Generation Facility of 1,000 Kilowatts or Less .....	32049-E*
79-1137-02	Interconnection Agreement for Net Energy Metering (NEM2/NEM2V) for a Renewable Electricity Generation Facility of 1,000 Kilowatts or Less, Except Solar or Wind.....	36332-E
79-1142	NEMV Interconnection Application for a Renewable Electrical Generation Facility of 1 Megawatt or Less.....	34808-E
79-1153	NEM Load Aggregation Appendix.....	35490-E
79-1153-02	NEM2A Load Aggregation Appendix.....	36336-E
79-1155	Schedules NEM, NEMV, NEMVMASH, NSE Renewable Energy Credits Compensation.....	33218-E
79-1155-02	Schedules NEM2, NEM2V, NEM2VMASH, Net Surplus Electricity (NSE) Renewable Energy Credits Compensation.....	36337-E

(Continued)

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

AT&T	Division of Ratepayer Advocates	Office of Ratepayer Advocates
Albion Power Company	Don Pickett & Associates, Inc.	OnGrid Solar
Alcantar & Kahl LLP	Douglass & Liddell	Pacific Gas and Electric Company
Anderson & Poole	Downey & Brand	Praxair
Atlas ReFuel	Ellison Schneider & Harris LLP	Regulatory & Cogeneration Service, Inc.
BART	Evaluation + Strategy for Social Innovation	SCD Energy Solutions
Barkovich & Yap, Inc.	G. A. Krause & Assoc.	SCE
Bartle Wells Associates	GenOn Energy Inc.	SDG&E and SoCalGas
Braun Blaising McLaughlin & Smith, P.C.	GenOn Energy, Inc.	SPURR
Braun Blaising McLaughlin, P.C.	Goodin, MacBride, Squeri, Schlotz & Ritchie	San Francisco Water Power and Sewer
CENERGY POWER	Green Charge Networks	Seattle City Light
CPUC	Green Power Institute	Sempra Energy (SoCal Gas)
California Cotton Ginners & Growers Assn	Hanna & Morton	Sempra Utilities
California Energy Commission	ICF	SoCalGas
California Public Utilities Commission	International Power Technology	Southern California Edison Company
California State Association of Counties	Intestate Gas Services, Inc.	Spark Energy
Calpine	Kelly Group	Sun Light & Power
Casner, Steve	Ken Bohn Consulting	Sunshine Design
Center for Biological Diversity	Leviton Manufacturing Co., Inc.	Tecogen, Inc.
City of Palo Alto	Linde	TerraVerde Renewable Partners
City of San Jose	Los Angeles County Integrated Waste Management Task Force	TerraVerde Renewable Partners, LLC
Clean Power	Los Angeles Dept of Water & Power	Tiger Natural Gas, Inc.
Clean Power Research	MRW & Associates	TransCanada
Coast Economic Consulting	Manatt Phelps Phillips	Troutman Sanders LLP
Commercial Energy	Marin Energy Authority	Utility Cost Management
Cool Earth Solar, Inc.	McKenna Long & Aldridge LLP	Utility Power Solutions
County of Tehama - Department of Public Works	McKenzie & Associates	Utility Specialists
Crossborder Energy	Modesto Irrigation District	Verizon
Crown Road Energy, LLC	Morgan Stanley	Water and Energy Consulting
Davis Wright Tremaine LLP	NLine Energy, Inc.	Wellhead Electric Company
Day Carter Murphy	NRG Solar	Western Manufactured Housing Communities Association (WMA)
Defense Energy Support Center	Nexant, Inc.	YEP Energy
Dept of General Services	ORA	



# Attachment B

Schedule FC-NEM  
FUEL CELL NET ENERGY METERING

APPLICABILITY

Applicable to Bundled Service Customers, Direct Access (DA) Customers and Community Choice Aggregation Service (CCA Service) Customers served under a Time-of-Use (TOU) rate schedule who: (1) interconnect and operate in parallel with SCE's electrical system an Eligible Fuel Cell Electrical Generating Facility, as defined herein below pursuant to Public Utilities (PU) Code Section 2827.10, with a generating capacity no greater than 5 MW, located on or adjacent to the customer's Premises, intended to offset part or all of the customer's electrical requirements (or aggregated load, see Special Condition 4), (2) is the recipient of local, state, or federal funds, or who self-finance projects designed to encourage the development of fuel cell electrical generating facilities, (3) uses technology that the California Public Utilities Commission (CPUC) has determined will achieve reductions in emissions of greenhouse gases (GHG) pursuant to the schedule of annual GHG emissions reduction standards established by the California Air Resources Board (CARB) pursuant to PU Code Section 2827.10(b)(1) and (2) (see Special Condition 9), (4) complies with the emissions standards adopted by CARB pursuant to the distributed generation certification program requirements of Section 94203 of Title 17 of the California Code of Regulations, or any successor regulation, and (5) have commenced operation of their Eligible Fuel Cell Electrical Generating Facility on or before December 31, 2021. (C)

This Schedule is also applicable to Bundled Service Customers utilizing a Multiple Tariff Generating Facility, as defined in Special Condition 7.f of this Schedule. All customers with a Multiple Tariff Generating Facility served under this Schedule shall additionally be subject to the provisions of Special Condition 6 of this Schedule.

Except for customers utilizing a Multiple Tariff Generating Facility that includes one or more Non-NEM Eligible Generators, customers eligible for service under this Schedule are exempt from: (1) any new or additional charges not included in their Otherwise Applicable Tariff (OAT), with the exception of an interconnection inspection services fee as defined in Special Condition 7, and (2) Standby Charges (Schedules S, TOU-8-S, or TOU-8-RTP-S).

Customers utilizing a Multiple Tariff Generating Facility may be subject to Standby Charges, pursuant to the provisions of Schedules S, TOU-8-S, or TOU-8-RTP-S, as well as other applicable charges not included in their OAT (e.g., Schedule CGDL-CRS and Schedule DL-NBC).

Notwithstanding all applicable terms and conditions contained herein, to the extent that an Electric Service Provider (ESP) offers net energy metering (NEM) service to fuel cell customer-generators, SCE will provide applicable NEM services under this Schedule to an eligible DA customer-generator consistent with services provided to its eligible Bundled Service customer-generators. Each eligible DA customer-generator must look to its ESP for NEM services related to the electric generation charges and credits that result from receiving service under this Schedule. The ESP will also be responsible for the applicable generation-related bill credit structure associated with this service option and for providing the DA customer-generator with the applicable generation-related bill credit. As a condition of receiving service under this Schedule, the ESP must be responsible for timely providing the applicable generation-related bill charges or credits for each DA customer-generator to SCE. Consistent with services provided to Bundled Service customer-generators, an eligible DA customer-generator will continue to be responsible, as provided herein, for all SCE charges that are not subject to NEM under this Schedule.

(Continued)



Schedule FC-NEM  
FUEL CELL NET ENERGY METERING  
(Continued)

Sheet 2

APPLICABILITY (Continued)

Pursuant to Decision 08-02-002 and notwithstanding all applicable terms and conditions contained herein, to the extent a CCA offers net energy metering service for fuel cell customer-generators, SCE shall provide applicable NEM services under this Schedule to an eligible CCA Service customer-generator consistent with services provided to its Bundled Service eligible customer-generators. As a condition of receiving service under this Schedule, the CCA shall be responsible for timely providing the applicable generation-related bill charges or credits for each CCA Service customer-generator to SCE. Each eligible CCA Service customer-generator shall look to its CCA for NEM services related to the electric generation charges and credits that result from receiving services under this schedule. The CCA shall also be responsible for the applicable generation-related bill credit structure associated with this service option and providing the CCA Service customer-generator with the applicable generation-related bill credit. Consistent with services provided to Bundled Service customer-generators, an eligible CCA Service customer-generator shall continue to be responsible, as provided herein, for all SCE charges, which are not subject to NEM under this Schedule.

This Schedule is available on a first-come, first-serve basis and will be closed to new customers once 284.7 MW of rated generating capacity is served under this Schedule, which is (a) SCE's (C)(T) proportionate share of the statewide allocation of 500 MW of cumulative rated generation capacity served under PU Code Section 2827.10 plus (b) the combined installed rated generating capacity of (N) all Eligible Fuel Cell Electrical Generating Facilities served on this Schedule as of January 1, 2017. (N)

TERRITORY

Within the entire territory served.

RATES

In addition to the applicable rates of a customer's OAT the following rates are applicable. When a customer is a net consumer,  $E_s$  is greater than  $E_f$ , where  $E_s$  is energy supplied by SCE and  $E_f$  is energy generated by an NEM Eligible Generator(s) served under this Schedule and exported into SCE's system, measured and valued in dollars monthly over an entire Relevant Period, as defined in Special Condition 7.e, the total net consumed kWh will incur a generation charge, (T) calculated for each TOU period when such customer was a net consumer of energy ( $E_s$  exceeds  $E_f$ ) by 1) multiplying the total net consumed kWh over a month by the generation rate components (T) of the customer's OAT for Bundled Service Customers, 2) multiplying the total net produced kWh by the applicable DA generation rate components for DA Customers, or 3) multiplying the total net produced kWh by the applicable CCA generation rate components for CCA Service Customers. At the end of the Relevant Period Special Condition 5.b shall be invoked. Additionally, all other charges shall be calculated in accordance with the customer's OAT, for  $E_s$  (energy supplied by SCE), and shall be due and payable monthly, in accordance with SCE's normal monthly billing cycle.

(Continued)

(To be inserted by utility)  
Advice 3523-E  
Decision \_\_\_\_\_

Issued by  
Caroline Choi  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Dec 2, 2016  
Effective \_\_\_\_\_  
Resolution \_\_\_\_\_



Schedule FC-NEM  
FUEL CELL NET ENERGY METERING  
(Continued)

Sheet 3

RATES (Continued)

When a customer is a net producer,  $E_F$  is greater than  $E_S$ , where  $E_S$  is energy supplied by SCE and  $E_F$  is energy generated by the NEM Eligible Generator(s) served under this Schedule and exported into SCE's system, measured and valued in dollars monthly over an entire Relevant Period, as defined in Special Condition 7.e, the total net produced kWh will be a generation credit, calculated for each TOU period when such customer was a net producer of energy ( $E_F$  exceeds  $E_S$ ) by 1) multiplying the total net produced kWh by the applicable generation rate components of the customer's OAT for Bundled Service Customers, excluding surcharges to cover the purchase of power by the Department of Water Resources, to which the customer would be assigned if the customer did not use an eligible fuel cell electrical generating facility, 2) multiplying the total net produced kWh by the applicable DA generation rate component for DA Customers, or 3) multiplying the total net produced kWh by the applicable CCA generation rate component for CCA Service Customers. At the end of each Relevant Period Special Condition 5.b shall be invoked. Additionally, all other charges shall be calculated in accordance with the customer's OAT, for  $E_S$  (energy supplied by SCE) and shall be due and payable monthly, in accordance with SCE's normal monthly billing cycle.

SPECIAL CONDITIONS

1. Required Application and Contract: A Net Energy Metering (NEM) Generating Facility Interconnection Application (Form 14-957) and a Fuel Cell Net Energy Metering and Interconnection Agreement (Form 14-755) are required for service under this Schedule. In lieu of Form 14-755, Customers utilizing a Multiple Tariff Generating Facility must use either Form 14-773 or Form 14-972 as their Interconnection Agreement. (T)  
|  
(T)
2. Metering Requirements for all Customers Except Those Utilizing a Multiple Tariff Generating Facility:
  - a. Fuel Cell Net Energy shall be measured (metered) using a TOU meter capable of separately registering the flow of energy in two directions. If the customer's existing meter is not capable of satisfying the requirements to participate on this Schedule, such meter shall be installed by SCE at the customer's expense prior to interconnection to SCE's electric system.
  - b. If SCE determines that dual metering is required for the purposes set forth herein, such customer shall consent to, and pay all costs associated with the installation of dual metering, prior to interconnecting to SCE's electrical system.
  - c. When SCE provides metering and billing for an ESP's FC-NEM customer-generator, the ESP will be responsible for the applicable charges for such services, as set forth in Schedule ESP-DSF.
3. Grandfathered Fuel Cell Electrical Generating Facilities:  
A customer with an Eligible Fuel Cell Electrical Generating Facility that has commenced operation on or before December 31, 2021, and is currently receiving service under this Schedule, shall remain eligible to receive service under this Schedule for the duration of the operating life of the Eligible Fuel Cell Electrical Generating Facility. (C)

(Continued)

(To be inserted by utility)  
Advice 3523-E  
Decision \_\_\_\_\_

Issued by  
Caroline Choi  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Dec 2, 2016  
Effective \_\_\_\_\_  
Resolution \_\_\_\_\_



Schedule FC-NEM  
FUEL CELL NET ENERGY METERING  
(Continued)

Sheet 10

SPECIAL CONDITIONS (Continued)

- 8. California Climate Credit Cash-Out Provision for Residential Customers: Customers receiving service on a Residential rate schedule receive a semi-annual California Climate Credit from the State of California. In the event that a portion or all of the dollar value of the California Climate Credit cannot be consumed by the end of the customer's Relevant Period, any remaining California Climate Credit balance will be sent to the customer via a separate check after the final billing statement for the current Relevant Period is issued.

- 9. GHG Emissions Reduction Standards Requirements. (N)

Pursuant to PUC Section 2827.10(b)(1) and (2), CARB will provide for a schedule of annual GHG Standard updates. All NEMFC Eligible Fuel Cell Electrical Generating facilities shall comply on an ongoing basis with the schedule of annual GHG emissions standard updates once established by CARB, and approved by the CPUC as needed. Until that time, the following standards shall apply:

- a. Customers who have submitted all documentation necessary to receive service on this Schedule on or before January 1, 2017 are subject to the GHG emissions reduction standards in place at that time until CARB's schedule of annual GHG emissions standard updates is established, and approved by the CPUC as needed. ~~for the operating life of the Eligible Fuel Cell Electrical Generating Facility.~~
- b. Customers who have submitted all documentation necessary to receive service on this Schedule after January 1, 2017 but prior to CARB establishing, and the CPUC approving as needed, the schedule of annual GHG emissions reduction standards pursuant to PU Code Section 2827.10(b)(1) and (2) are eligible to interconnect their Eligible Fuel Cell Electrical Generating Facilities and receive service on this Schedule but must warrant in the applicable Generator Interconnection Agreement (see Special Condition 1) that they will notify SCE if they fail to meet the standards, once established, and may be subject to the repayment of any interconnection costs, Departing Load charges, and/or Standby charges, and will remain eligible for NEM credits under this schedule.
- ~~c. Customers who have submitted all documentation necessary to receive service on this Schedule after CARB has established, and the CPUC has approved as needed, the schedule of annual GHG emissions reduction standards pursuant to PU Code Section 2827.10(b)(1) and (2) are subject to the GHG emissions reduction standards in place at the time they submitted all documentation necessary for receive service on this Schedule for the operating life of the Eligible Fuel Cell Electrical Generating Facility.~~

(To be inserted by utility)  
Advice 3523-E  
Decision \_\_\_\_\_

Issued by  
Caroline Choi  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Dec 2, 2016  
Effective \_\_\_\_\_  
Resolution \_\_\_\_\_



Southern California Edison  
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 60725-E  
Cancelling Revised Cal. PUC Sheet No. 56098-E

Sheet 1

FUEL CELL ELECTRICAL GENERATING FACILITY  
NET ENERGY METERING  
AND INTERCONNECTION AGREEMENT

Form 14-755

(To be inserted by utility)  
Advice 3523-E  
Decision \_\_\_\_\_

Issued by  
Caroline Choi  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Dec 2, 2016  
Effective \_\_\_\_\_  
Resolution \_\_\_\_\_

**FUEL CELL ELECTRICAL GENERATING FACILITY  
NET ENERGY METERING  
AND INTERCONNECTION AGREEMENT**

---

This Fuel Cell Electrical Generating Facility Net Energy Metering and Interconnection Agreement (“Agreement”) is entered into by \_\_\_\_\_ (*Producer’s Name*), a \_\_\_\_\_ (*form of entity & state of registration*) (“Producer”), and Southern California Edison Company (“SCE”), a California corporation. For the purposes of this Agreement, Producer must be the same entity as the Customer taking electric service from SCE at the Host Facility’s Location identified in Section 2.2. Producer and SCE 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, as an Eligible Fuel Cell customer-generator to interconnect and operate an Eligible Fuel Cell electrical generating facility (“Generating Facility”), as both terms are defined in Section 2827.10 of the California Public Utilities Code, in parallel with SCE’s Distribution System to serve the electrical loads at the location identified in Section 2.2. Further, if the amount of energy produced by the Generating Facility exceeds the amount of energy consumed by the electrical loads directly connected to the Generating Facility, Producer may deliver surplus energy to SCE’s Distribution System in conformance with the Net Energy Metering provisions of SCE’s Schedule FC-NEM, Fuel Cell Net Energy Metering, and accrue credits to be used pursuant to the terms and conditions of Schedule FC-NEM. This Agreement does not constitute an agreement by SCE to provide retail electrical service to Producer. Such arrangements must be made separately between SCE and Producer.

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 SCE’s Distribution System, is attached as Appendix A and is, by this reference, incorporated into and made a part of this Agreement.

2.2 Name and address used by SCE to locate the Electric Service Account(s) used to interconnect the Generating Facility with SCE’s Distribution System:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

2.4 The Net Nameplate Rating of the Generating Facility is \_\_\_\_\_ kW.

2.5 The monthly energy production of the Generating Facility is expected to be \_\_\_\_\_ kWh.

2.6 The monthly amount of surplus energy to be delivered to SCE’s Distribution System is expected to be \_\_\_\_\_ kWh.

**FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT**  
**SOUTHERN CALIFORNIA EDISON**  
**PRODUCER NAME**  
(GFID)

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- 2.7 The maximum (instantaneous) level of power that may be delivered to SCE's Distribution System is \_\_\_\_\_ kW.
- 2.8 The expected date of Initial Operation must be within one year of the date of this Agreement, and the Generating Facility must commence operation no later than December 31, 2021. (C)
- 2.9 Producer hereby declares that it meets the requirements for an Eligible Fuel Cell customer-generator and that the Generating Facility meets the requirements for a Fuel Cell Electrical Generating Facility, as both terms are defined in Section 2827.10 of the California Public Utilities Code (see Appendix D). (T)

3. DOCUMENTS INCLUDED

This Agreement includes the following attachments, all of which are specifically incorporated into and made a part of this Agreement by this reference.

Appendix A - Description of Generating Facility and Single-Line Diagram

Appendix B - Interconnection Facility Financing and Ownership Agreement

Appendix C - Schedule FC-NEM, Fuel Cell Net Energy Metering

Appendix D - Producer's warranty that it meets the requirements for an Eligible Fuel Cell customer-generator and that the Generating Facility meets the requirements for an Eligible Fuel Cell electrical generating facility, both as defined in Section 2827.10 of the California Public Utilities Code.

Appendix E - List of eligible TOU-metered service accounts to be aggregated, pursuant to the provisions of Schedule FC-NEM, Special Condition 4

4. TERM AND TERMINATION

4.1 This Agreement will become effective when SCE issues written authorization to interconnect the Generating Facility after receipt of all required documents, including this completed Agreement signed by the Producer and SCE. The Agreement will 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 SCE's Distribution System is closed or terminated; or
- (c) At 12:01 a.m. 61 days after Producer or SCE provides written Notice pursuant to Section 9 of this Agreement to the other Party of Producer or SCE's intent to terminate this Agreement; or



**FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT**  
**SOUTHERN CALIFORNIA EDISON**  
**PRODUCER NAME**  
(GFID)

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- (d) The operating life of the Eligible Fuel Cell Electrical Generating Facility has been exceeded.
- 4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. SCE may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any of the following reasons:
- (a) A change in applicable tariffs as approved or directed by the California Public Utilities Commission (“Commission”) or a change in any local, state or federal law, statute or regulation, any of which materially alters or otherwise affects SCE’s ability or obligation to perform SCE’s duties under this Agreement; or
  - (b) Unless otherwise agreed in writing by the Parties, Producer fails to take all corrective actions specified in SCE’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 2.8 of this Agreement as the Generating Facility’s expected date of Initial Operation; or
  - (d) Producer abandons the Generating Facility. SCE will deem the Generating Facility to be abandoned if SCE determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to SCE’s 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.
- 4.3 Notwithstanding any other provisions of this Agreement, SCE reserves 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 will terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.
5. GENERATING FACILITY OPERATION
- 5.1 Producer must operate the Generating Facility in compliance with all of SCE’s tariffs, including but not limited to SCE’s Electric Rule 21, and any other regulations and laws governing the Interconnection of the Generating Facility.
  - 5.2 The electric power produced by Producer’s Generating Facility must first be used to serve electrical loads connected to the electric service account that SCE uses to interconnect Producer’s Generating Facility. Whenever the amount of electrical power produced by the Generating Facility exceeds Producer’s directly connected loads, SCE will receive and utilize all excess production, and the Producer will accrue a credit, as determined by SCE under the terms and conditions of Schedule FC-NEM,

**FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT**  
**SOUTHERN CALIFORNIA EDISON**  
**PRODUCER NAME**  
(GFID)

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for such surplus power delivered to SCE's Distribution System.

- 5.3 Unless the Parties have agreed otherwise in writing, energy delivered to and/or received from SCE under this Agreement will be measured using electrical meter(s) and equipment owned, operated, and maintained by SCE. Such meter(s) must be located or compensated so as to appear to be located at SCE's Distribution System side of any transformers installed at the Point of Common Coupling.
- 5.4 The rate of delivery of electric power to SCE's Distribution System must never exceed the kilowatt level specified in Section 2.7. If Producer's Generating Facility fails to comply with this limitation, SCE may require Producer to disconnect its Generating Facility from SCE's Distribution System until Producer demonstrates to SCE's sole satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and to control its deliveries of power to SCE. Further, if SCE determines that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting SCE's ability to utilize its Distribution System in any manner, even if Producer's deliveries of electric power to SCE's Distribution System are within the specified capacity limit, SCE may require Producer to temporarily or permanently reduce or cease deliveries of electric power to SCE'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 SCE's Distribution System. Producer's failure to comply with the terms of this section will constitute a material breach of this Agreement and SCE may terminate under Section 4.2 of this Agreement.
- 5.5 Producer cannot deliver reactive power to SCE's Distribution System unless the Parties have agreed otherwise in writing.
- 5.6 The Generating Facility must be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with SCE's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.

6. INTERCONNECTION FACILITIES

- 6.1 Producer and/or SCE, as appropriate, must provide Interconnection Facilities that adequately protect SCE's Distribution System, personnel, and other persons from damage or injury that may be caused by the operation of Producer's Generating Facility.
- 6.2 Producer will 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 SCE's Electric Rule 21, or any other tariff approved by the Commission, require SCE to own and operate a portion of the Interconnection Facilities, Producer and SCE will promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. Any such agreement must be attached to and be made a part of this Agreement as Appendix B.

**FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT**  
**SOUTHERN CALIFORNIA EDISON**  
**PRODUCER NAME**  
(GFID)

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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, is limited to the amount of direct damage actually incurred. Neither Party will 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 must 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; or
- (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; or
- (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; or
- (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 SCE.

Such general liability insurance must 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 must, by endorsement to the policy or policies, (a) include SCE as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that SCE will 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 SCE prior to cancellation, termination, alteration, or material change of such insurance.

8.3 If Producer's Generating Facility is connected to an account receiving residential service from SCE 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 SCE in accordance with Section 9.1, the requirements of Section 8.2(a) will be waived.

**FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
(GFID)**

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- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by SCE.
- 8.5 Producer agrees to furnish the required certificates and endorsements to SCE before Initial Operation. SCE retains 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 will provide to SCE, 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 is 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 must be issued and submitted to the following:
- Southern California Edison Company  
Attn: NEM Program Administrator  
SCE Customer Solar & Self Generation  
P.O. Box 800  
Rosemead, CA 91770

9. NOTICES

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

If to SCE: Southern California Edison Company  
Attn: NEM Program Administrator  
SCE Customer Solar & Self Generation  
P.O. Box 800  
Rosemead, CA 91770

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

**FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT**  
**SOUTHERN CALIFORNIA EDISON**  
**PRODUCER NAME**  
(GFID)

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- 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 SCE retains 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 SCE's Distribution System.
- 10.2 Producer authorizes SCE to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission information regarding the Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the Generating Facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations.

**11. ASSIGNMENT**

Producer cannot voluntarily assign its rights nor delegate its duties under this Agreement without SCE's written consent. Any assignment or delegation Producer makes without SCE's written consent will not be valid. SCE must not unreasonably withhold its consent to Producer's assignment of this Agreement.

**12. NON-WAIVER**

None of the provisions of this Agreement will 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 will not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same will continue and remain in full force and effect.

**13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF SCE's TARIFF SCHEDULES, DEFINED TERMS**

- 13.1 This Agreement must 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 will, at all times, be subject to changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

**FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT**  
**SOUTHERN CALIFORNIA EDISON**  
**PRODUCER NAME**  
(GFID)

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13.3 The interconnection and services provided under this Agreement will at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by SCE. Copies of such tariffs are available at SCE's Internet site: [www.sce.com](http://www.sce.com) or by request to SCE and are incorporated into this Agreement by this reference.

13.4 Notwithstanding any other provisions of this Agreement, SCE retains the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.

13.5 When initially capitalized, whether in the singular or in the plural, the terms used in this Agreement will have the meanings assigned to them either in this Agreement, or in SCE's Electric Rule 1, or Electric Rule 21, Section C. If any term is defined in both Electric Rule 1 and Electric Rule 21, the definition in Electric Rule 21 will prevail.

14. **AMENDMENTS AND MODIFICATION**

This Agreement can only be amended or modified by a written agreement signed by both Parties. SCE has the right to determine in its sole discretion whether prior Commission approval is required for such amendments or modifications.

15. **ENTIRE AGREEMENT**

This Agreement, including any incorporated tariffs 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 tariffs and rules.

**FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
(GFID)**

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16. SIGNATURES

This Agreement may be executed in counterparts, and by Electronic Signature on the part of SCE and/or Producer, and copies of a Party's signed signature page may be transmitted to the other Party by facsimile or other electronic means. Copies of the signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals and will not be made inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the Best Evidence Rule or similar rule of admissibility.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the effective date provided in Section 4.1 above.

<b>PRODUCER'S NAME</b>	<b>SOUTHERN CALIFORNIA EDISON COMPANY</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

(Provided by Producer)



**FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
(GFID)**

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**APPENDIX B  
(If Applicable)  
INTERCONNECTION FACILITIES  
FINANCING AND OWNERSHIP  
AGREEMENT  
(Provided by SCE)**

**FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT  
SOUTHERN CALIFORNIA EDISON  
PRODUCER NAME  
(GFID)**

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**APPENDIX C**

**SCHEDULE FC-NEM  
FUEL CELL NET ENERGY METERING**

APPENDIX D

**PRODUCER'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**

Producer 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").<sup>1</sup> (N)

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Producer and the Generating Facility shall continue to meet the Eligibility Requirements.<sup>2</sup> If Producer or the Generating Facility ceases to meet the Eligibility Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 9.1 of this Agreement. If, at any time during the term of this Agreement, SCE determines, in its sole discretion, that Producer or Generating Facility may no longer meet the Eligibility Requirements, SCE may require Producer to provide evidence that Producer and/or the Generating Facility continues to meet the Eligibility Requirements, within 15 business days of SCE's request for such evidence. Additionally, SCE 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 SCE determines in its sole 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 Eligibility Status shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that Producer 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"). SCE 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 SCE determines in its sole discretion that the Producer and/or Generating Facility first ceased to meet the Eligibility Requirements. SCE 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 Producer and/or the Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of SCE's Schedule FC-NEM, Fuel Cell Net Energy Metering. (N)

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this warranty, shall be paid to SCE within 30 days of Producer's receipt of such invoice.

<sup>1</sup> ~~Pursuant to Special Condition 9 of Schedule FC-NEM, Producers who submit all documentation necessary to receive service on Schedule FC-NEM, including the final electrical inspection clearance, after January 1, 2017 but before the California Air Resources Board (CARB) establishes, and the Commission approves as needed, the schedule of annual greenhouse gas (GHG) emissions reduction standards pursuant to Assembly Bill 1637 (Low, 2016) may be subject to the repayment of any interconnection costs, Departing Load charges, Standby charges, and the loss of NEM credits if their Generating Facilities do not meet the standards, once established (expected to be no later than March 31, 2017).~~ (N)

<sup>2</sup> An Eligible Fuel Cell Customer-Generator and an Eligible Fuel Cell Electrical Generating Facility are subject to the Eligibility Requirements in place at the time all documentation necessary to receive service on Schedule FC-NEM is submitted to SCE for the operating life of the Generating Facility. (N)

**APPENDIX E**  
**(If Applicable)**

**LIST OF ELIGIBLE LOAD AGGREGATION SERVICE ACCOUNTS  
TO BE INCLUDED IN NET ENERGY METERING CALCULATIONS  
PURSUANT TO SCHEDULE FC-NEM, SPECIAL CONDITION 4**



Southern California Edison  
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 60726-E  
Cancelling Revised Cal. PUC Sheet No. 59900-E

Sheet 1

GENERATING FACILITY INTERCONNECTION AGREEMENT  
Multiple Tariffs  
Form 14-773

(Continued)

(To be inserted by utility)  
Advice 3523-E  
Decision \_\_\_\_\_

Issued by  
Caroline Choi  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Dec 2, 2016  
Effective \_\_\_\_\_  
Resolution \_\_\_\_\_

This Generating Facility Interconnection Agreement (Multiple Tariff) (“Agreement”) is entered into by and between *(Enter customer name)* \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_

*(Please verify business type and indicate state of incorporation, if applicable)* (“Producer”), and Southern California Edison Company (“SCE”), a California corporation. Producer and SCE 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 Appendices, the Parties agree as follows:

1. SCOPE AND PURPOSE

- 1.1 This Agreement provides for Producer to interconnect and operate a Generating Facility in parallel with SCE’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 consist of any combination of (a) generator(s) for which Producer qualifies as an “eligible customer-generator” for net energy metering (“NEM”) service pursuant to PUC Sections 2827 through 2827.10 (“Eligible Generator(s)”), and (b) other generator(s) (“Non-Eligible Generator(s)”). Pursuant to PUC Sections 2827 biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells using renewable fuels, small hydroelectric generation, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal or tidal current, and any additions or enhancements to the facility using that technology or other fuel cells (pursuant to PUC Section 2827.10).
- 1.2 This Agreement provides for Producer to operate the Eligible Generator(s) pursuant to the provisions of Sections 2827 through 2827.10 of the California PUC and the applicable SCE tariffs for NEM. This Agreement also provides for Producer to operate its Non-Eligible Generator(s). This Agreement does not provide for retail electrical service by SCE to Producer. Such arrangements must be made separately between SCE and Producer.
- 1.3 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 SCE 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 arrangement of how Producer’s Generating Facility and loads are interconnected with SCE’s Distribution System are attached hereto as Appendix A and incorporated herein by reference.
- 2.2 Generating Facility identification number: \_\_\_\_\_ (Assigned by SCE).
- 2.3 Producer’s SCE service account number: \_\_\_\_\_ (Assigned by SCE).
- 2.4 Name and address used by SCE to locate the electric service account(s) used to interconnect the Generating Facility with SCE’s Distribution System.

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_, CA 9 \_\_\_\_\_

2.5 The **Gross** Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

**Renewable Electrical Generating Facility**

Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biomass: \_\_\_\_\_ kW  
Solar Thermal: \_\_\_\_\_ kW  
Geothermal: \_\_\_\_\_ kW  
Fuel Cells Using Renewable Fuels: \_\_\_\_\_ kW  
Small Hydroelectric Generators: \_\_\_\_\_ kW  
Municipal Solid Waste Conversion: \_\_\_\_\_ kW  
Landfill Gas: \_\_\_\_\_ kW  
Ocean Wave: \_\_\_\_\_ kW  
Ocean Thermal or Tidal Current: \_\_\_\_\_ kW  
Digester Gas: \_\_\_\_\_ kW

**Non Renewable Electrical Generating Facility**

Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ kW

2.5.2 Non-Eligible Generator(s): \_\_\_\_\_ kW

2.5.3 Total **Gross** Nameplate Rating of the Generating Facility(ies): \_\_\_\_\_ kW

2.6 The **Net** Nameplate Rating of the Generating Facility is:

2.6.1 Eligible Generator(s):

**Renewable Electrical Generating Facility**

Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biomass: \_\_\_\_\_ kW  
Solar Thermal: \_\_\_\_\_ kW  
Geothermal: \_\_\_\_\_ kW  
Fuel Cells Using Renewable Fuels: \_\_\_\_\_ kW  
Small Hydroelectric Generators: \_\_\_\_\_ kW  
Municipal Solid Waste Conversion: \_\_\_\_\_ kW  
Landfill Gas: \_\_\_\_\_ kW  
Ocean Wave: \_\_\_\_\_ kW  
Ocean Thermal or Tidal Current: \_\_\_\_\_ kW  
Digester Gas: \_\_\_\_\_ kW

**Non Renewable Electrical Generating Facility**

Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ kW

2.6.2 Non-Eligible Generator(s): \_\_\_\_\_ kW

2.6.3 **Total NET** Nameplate Rating of the Generating Facility(ies): \_\_\_\_\_ kW

- 2.7 The **maximum level of power** that may be exported by the Generating Facility to SCE's Distribution System is expected to be:
- 2.7.1 Eligible Generator(s):  
**Renewable Electrical Generating Facility**  
Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biomass: \_\_\_\_\_ kW  
Solar Thermal: \_\_\_\_\_ kW  
Geothermal: \_\_\_\_\_ kW  
Fuel Cells Using Renewable Fuels: \_\_\_\_\_ kW  
Small Hydroelectric Generators: \_\_\_\_\_ kW  
Municipal Solid Waste Conversion: \_\_\_\_\_ kW  
Landfill Gas: \_\_\_\_\_ kW  
Ocean Wave: \_\_\_\_\_ kW  
Ocean Thermal or Tidal Current: \_\_\_\_\_ kW  
Digester Gas: \_\_\_\_\_ kW
- Non Renewable Electrical Generating Facility**  
Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ 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(ies): \_\_\_\_\_ kW
- 2.8 The Generating Facility's expected date of Parallel Operation is \_\_\_\_\_. The expected date of Parallel Operation shall be within two years of the date of this Agreement.
- 2.9 For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code, Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode  does /  does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code. \_\_\_\_\_ (insert "Not Applicable" if a combined heat and power mode of operation does not apply).
- 2.10 What applicable rate schedule, known as the "otherwise applicable tariff," will be selected for the NEM account(s):

### 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 - Information concerning Electric Rules 2 and 21 and other selected rules and tariffs of SCE (Supplied by SCE).
- Appendix C - (When Applicable) A copy of an agreement addressing Interconnection Facility financing and ownership (Supplied by SCE).



- Appendix D - (When Applicable) Producer's warranty that the Generating Facility meets the requirements for a "Cogeneration" facility as defined in Section 216.6 of the California Public Utilities Code.
- Appendix E - (When Applicable) Listing of eligible service accounts, as defined in SCE's Schedule BG-NEM or FC-NEM, to be included in NEM calculations.
- Appendix F - (When Applicable) List of eligible service accounts, as defined in SCE's Schedule NEM or NEM-ST, to be included in NEM Aggregation calculations.
- Appendix G - (When Applicable) Producer warranty and verified equipment requirements applicable to Generating Facilities requesting interconnection pursuant to the provisions of the NEM successor tariffs (i.e., Schedule NEM-ST).
- Appendix H - (When Applicable) Operating Requirements for Energy Storage Device(s).
- Appendix I - (When Applicable) Producer'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. (N)  
|  
|  
|  
(N)
- 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 SCE's Electric Rule 1 or Electric Rule 21, Section C. If any term is defined in both Electric Rule 1 and Electric Rule 21, the definition in Electric Rule 21 shall prevail.

#### 4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 17 of this Agreement. This 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 SCE's Distribution System is closed or terminated; or
  - (c) At 12:01 A.M. on the 61<sup>st</sup> day after Producer or SCE provides written Notice pursuant to Section 9 of this Agreement to the other Party of Producer's or SCE's intent to terminate this Agreement.
- 4.2 Producer may elect to terminate this Agreement for any reason pursuant to the terms of Section 4.1(c). SCE 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 tariffs 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 SCE's ability or obligation to perform SCE's duties under this Agreement; or
  - (b) Unless otherwise agreed in writing by the Parties, Producer fails to take all corrective actions specified in SCE's Notice, within the timeframe set forth in such Notice, that Producer's Generating Facility is out of compliance with the terms of this Agreement; or
  - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement within 120 days of the date of Parallel Operation as set forth in Section 2.7 of this Agreement; or
  - (d) Producer abandons the Generating Facility. SCE shall deem the Generating Facility to be abandoned if (i) SCE determines, in its sole opinion, that the Generating Facility is non-operational, (ii) SCE provides Producer with Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility, and (iii) Producer does not respond by 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, SCE 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 OPERATING REQUIREMENTS

- 5.1 Producer is responsible for operating the Generating Facility in compliance with all of SCE's tariffs, including but not limited to SCE's Electric Rule 21, and any other regulations and laws governing the interconnection of the Generating Facility.
- 5.2 Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require SCE to purchase, transmit, distribute, or store the electrical energy produced by Producer's Generating Facility.
- 5.3 Except for that energy delivered to SCE through net energy metering, the electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that SCE uses to interconnect Producer's Generating Facility. 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 Public Utilities Code.
- 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 5.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse SCE 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 SCE has provided express written approval. Such approval shall normally be provided per the timelines established by the applicable PUC Section, or by Electric Rule 21. Such approval will be provided after SCE's receipt of: (1) a completed Generating Facility Interconnection Application including all supporting documents and payments as described in the Application or Electric Rule 21; (2) any required NEM supplemental application forms; (3) a signed and completed Agreement; (4) a copy of 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. SCE shall have the right to have representatives present at the Commissioning Test as defined in Electric Rule 21. Producer shall notify SCE at least five (5) days prior to initial testing.
- 5.6 In no event shall the delivery of the maximum electric power to SCE'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, SCE may require Producer to disconnect its Generating Facility from SCE's Distribution System until Producer demonstrates to SCE's sole satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to SCE. Further, should SCE determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting SCE's ability to utilize its Distribution System in any manner, even if Producer's deliveries of electric power to SCE's Distribution system are within the limitations specified in this Agreement, SCE may require Producer to temporarily or permanently reduce or cease deliveries of electric power to SCE's Distribution System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and SCE may initiate termination in accordance with the terms of Section 4.2(b).

- 5.7 Producer shall not deliver reactive power to SCE's Distribution System unless the Parties have agreed otherwise in writing.
- 5.8 The Generating Facility shall be operated with all of the Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with SCE'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 216.6 of the Public Utilities Code (or successor definition of "Cogeneration") ("Cogeneration Requirement"), 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.
- 5.10 If Producer's Generating Facility includes an energy storage device, Distribution Provider may provide requirements that must be met by the Producer prior to initiating parallel operation with SCE's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix H of this Agreement.

## 6. INTERCONNECTION FACILITIES

- 6.1 Producer and/or SCE, as appropriate, shall provide Interconnection Facilities that adequately protect SCE'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 SCE's Electric Rule 21, or any other tariff approved by the Commission, require SCE to own and operate a portion of the Interconnection Facilities, Producer and SCE shall promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This agreement shall be attached to and made a part of this Agreement as Appendix B.
- 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 SCE's administration and billing pursuant to SCE's tariffs for NEM.

## 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 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;

- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than ten (10) kW and less than or equal to twenty (20) kW; and 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 SCE.

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 SCE as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that SCE 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 provide for thirty (30) calendar days' written notice to SCE prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3 If Producer's Generating Facility employs only solar or wind generators under 1 MW 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 SCE in accordance with Section 9.1, the requirements of Section 8.2 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. SCE 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 SCE 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 SCE.
- 8.5 Producer agrees to furnish any required certificates and endorsements to SCE prior to Parallel Operation. SCE 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 SCE, at least thirty (30) calendar days prior to the date of Parallel 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 is 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 to the following:

Southern California Edison Company  
Attention:  
2244 Walnut Grove Avenue  
P.O. Box 800  
Rosemead, CA 91770

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 SCE: Southern California Edison Company  
Attention:  
2244 Walnut Grove Avenue  
P.O. Box 800  
Rosemead, CA 91770  
Phone: ( ) \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_

If to Producer: Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_  
FAX: ( ) \_\_\_\_\_  
*Please complete*

- 9.2 A Party may change its address for Notice 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 SCE 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 SCE’s Distribution System.
- 10.2 Producer authorizes SCE to release to the California Energy Commission (“CEC”) and/or the Commission information regarding the Generating Facility, including the Producer’s name and location, and the size, location and operational characteristics of the Generating Facility, as requested from time to time pursuant to the CEC’s or Commission’s \_\_\_\_\_ rules \_\_\_\_\_ and \_\_\_\_\_ regulations.



11. ASSIGNMENT

Producer shall not voluntarily assign its rights or delegate its duties under this Agreement without SCE's written consent. Any assignment or delegation Producer makes without SCE's written consent shall not be valid. SCE 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 SCE's TARIFF SCHEDULES, DEFINED TERMS

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 tariffs applicable to the electric service provided by SCE. Copies of such tariffs are available at SCE's Internet site: [www.sce.com](http://www.sce.com) or by request to SCE and are incorporated into this Agreement by this reference.

13.4 Notwithstanding any other provisions of this Agreement, SCE shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. SCE shall determine in its sole discretion whether prior Commission approval is required for such amendments or modifications.

15. TRANSITION PROVISIONS FOR ELIGIBLE GENERATORS

Producers receiving service on the current NEM tariffs pursuant to PUC Section 2827 (i.e., Schedule NEM) prior to SCE reaching its NEM trigger level or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in the applicable NEM rate schedule. Producers receiving service on the successor NEM tariffs pursuant to PUC Section 2827.1 and Commission Decision 16-01-044 (i.e., Schedule NEM-ST) are subject to the transition provisions as outlined in the applicable NEM successor tariff rate schedule.

16. 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.

17. SIGNATURES

This Agreement may be executed in counterparts, and by Electronic Signature on the part of SCE and/or the Customer, and copies of a Party's signed signature page may be transmitted to the other Party by facsimile or other electronic means. Copies of the signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals and will not be made inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the Best Evidence Rule or similar rule of admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as provided in Section 4.1 above.

*[Please note the individual signing this Agreement must be duly authorized to bind the Producer to its terms. Accordingly, unless the individual is an "owner of a proprietorship", "officer of a corporation," "director or general manager of an agency," or an equivalent official, please also provide documentation showing the signature authority of the individual who does sign on behalf of the "Producer"].*

**PRODUCER NAME**

**SOUTHERN CALIFORNIA  
EDISON COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## **APPENDIX A**

### **DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM**

(Provided by Producer)

(Note: The Description of the Generating Facility should include, but not be limited to, for each of the technology types of generation: spatial configuration, net and gross nameplate ratings, manufacturer, if the generators are certified under Electric Rule 21, protection equipment, and intended mode of operation (i.e., non-export; inadvertent export; and continuous export, where applicable). Additionally, points of interconnection with SCE, as well as locations and type of protection equipment and disconnect switches should be identified.)

## **APPENDIX B Electric Rules**

### **“2” and “21”**

(Note: SCE'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. SCE's tariffs, including Rules 2 and 21 can be accessed via the SCE website at [www.sce.com/regulatory](http://www.sce.com/regulatory). Upon request, SCE can provide copies to Producer of Rules 2 and 21.

**APPENDIX C**  
(If Applicable)

**INTERCONNECTION FACILITIES FINANCING AND OWNERSHIP AGREEMENT**  
(Provided by SCE)

## APPENDIX D

(When Applicable)

### **PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A "COGENERATION" FACILITY PURSUANT TO SECTION 216.6 OF THE CALIFORNIA PUBLIC UTILITIES CODE**

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code, Producer hereby declares that the Generating Facility meets the requirements for "Cogeneration" as such term is used in Section 216.6 of the California Public Utilities Code ("Cogeneration Requirements").

Producer warrants that, beginning on the date of Parallel Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the Cogeneration Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement SCE determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, SCE may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements, within 15 business days of SCE's request for such evidence. Additionally, SCE 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 SCE determines in its sole 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 SCE's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the "Cogeneration Status Change").

SCE 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 SCE determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. SCE shall invoice the Producer's Electric Service Account through which the Generating Facility is Interconnected with SCE's Distribution System for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Cogeneration 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 California Public Utilities Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this warranty, shall be paid to SCE within 30 days of Producer's receipt of such invoice.

**APPENDIX E**  
(If Applicable)

**LIST OF ELIGIBLE ACCOUNTS  
TO BE INCLUDED IN NET ENERGY METERING CALCULATIONS  
PURSUANT TO SCHEDULE BG-NEM OR FC-NEM**

*(Please provide a copy of a recent billing statements for each of the accounts (if any) to be included in this listing. Indicate the priority order you wish SCE to use in applying surplus energy credits.)*

Account Priority <sup>1</sup>	Account Name <sup>2</sup>	Service Address <sup>2</sup>	SCE Service Account Number <sup>2</sup>	SCE Meter Number <sup>2</sup>	SCE TOU Tariff Schedule <sup>2</sup>
1					
2					
3					
4					
5					
6					

Notes:

1. Account Priority: See Load Aggregation provisions of Schedule BG-NEM and FC-NEM. Accounts are listed in priority designated by Producer to receive excess generation credits. The "Host Account," described on page 1 of this agreement, should not be included in this listing.
2. Account information as shown on SCE billing statement.

**APPENDIX F**  
(If Applicable)

**LIST OF ELIGIBLE ACCOUNTS  
TO BE INCLUDED IN NET ENERGY METERING AGGREGATION CALCULATIONS  
PURSUANT TO SCHEDULES NEM OR NEM-ST**

Primary/Generating Account Name <sup>1</sup>	Service Account No.	Account Address	Annual kWh Load <sup>2</sup>	Estimated Annual kWh Production <sup>3</sup>	Bundled, DA or CCA Service <sup>4</sup>
	3-				

Aggregated Account Name	Service Account No.	Account Address	Annual kWh Load <sup>5</sup>	Bundled, DA or CCA Service <sup>4</sup>
1.	3-			
2.	3-			
3.	3-			
4.	3-			
5.	3-			
6.	3-			
7.	3-			
8.	3-			
9.	3-			
10.	3-			
Please attach additional sheets with aggregated account information, if necessary.				

**APPENDIX G**  
(If Applicable)

**PRODUCER WARRANTY AND VERIFIED EQUIPMENT REQUIREMENTS APPLICABLE TO  
GENERATING FACILITIES REQUESTING INTERCONNECTION PURSUANT TO THE  
PROVISIONS OF THE NEM SUCCESSOR TARIFFS (i.e., SCHEDULE NEM-ST)**

For Producers interconnecting a Generating Facility under the provisions of Schedule NEM-ST, the Generating Facility must have a warranty of at least 10 years for all equipment and the associated installation from the system provider. In appropriate circumstances conforming to industry practice, this requirement may rely on and be satisfied by manufacturers' warranties for equipment and separate contractors' warranties for workmanship (i.e., installation). Warranties or service agreements conforming to requirements applicable to the Self-Generation Incentive Program ("SGIP") may also be used for technologies eligible for the SGIP.

For Producers interconnecting a solar Generating Facility under the provisions of Schedule NEM-ST, all major solar system components (including PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the California Energy Commission ("CEC"). For all NEM-ST Generating Facilities, any other equipment, as determined by SCE, must be verified as having safety certification from a Nationally Recognized Testing Laboratory ("NRTL").

**APPENDIX H**  
(If Applicable)

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.

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

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



**APPENDIX I**  
(If Applicable)

(N)

**PRODUCER'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**

Producer 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").<sup>1</sup>

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Producer and the Generating Facility shall continue to meet the Eligibility Requirements.<sup>2</sup> If Producer or the Generating Facility ceases to meet the Eligibility Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 9.1 of this Agreement. If, at any time during the term of this Agreement, SCE determines, in its sole discretion, that Producer or Generating Facility may no longer meet the Eligibility Requirements, SCE may require Producer to provide evidence that Producer and/or the Generating Facility continues to meet the Eligibility Requirements, within 15 business days of SCE's request for such evidence. Additionally, SCE 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 SCE determines in its sole 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 Eligibility Status shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that Producer 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"). SCE 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 SCE determines in its sole discretion that the Producer and/or Generating Facility first ceased to meet the Eligibility Requirements. SCE 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 Producer and/or the Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of SCE's Schedule FC-NEM, Fuel Cell Net Energy Metering.

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this warranty, shall be paid to SCE within 30 days of Producer's receipt of such invoice.

(N)

<sup>1</sup> Pursuant to Special Condition 9 of Schedule FC-NEM, Producers who submit all documentation necessary to receive service on Schedule FC-NEM, including the final electrical inspection clearance, after January 1, 2017 but before the California Air Resources Board (CARB) establishes, and the Commission approves as needed, the schedule of annual greenhouse gas (GHG) emissions reduction standards pursuant to Assembly Bill 1637 (Low, 2016) may be subject to the repayment of any interconnection costs, Departing Load charges, Standby charges, and the loss of NEM credits if their Generating Facilities do not meet the standards, once established (expected to be no later than March 31, 2017).

(N)

<sup>2</sup> An Eligible Fuel Cell Customer-Generator and an Eligible Fuel Cell Electrical Generating Facility are subject to the Eligibility Requirements in place at the time all documentation necessary to receive service on Schedule FC-NEM is submitted to SCE for the operating life of the Generating Facility.

(N)



Southern California Edison  
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 60727-E  
Cancelling Revised Cal. PUC Sheet No. 60050-E

Sheet 1

GENERATING FACILITY INTERCONNECTION AGREEMENT FOR MULTIPLE TARIFFS  
USING A NEM-ST GENERATING FACILITY SIZED GREATER THAN ONE MEGAWATT

Form 14-972

(To be inserted by utility)  
Advice 3523-E  
Decision \_\_\_\_\_

Issued by  
Caroline Choi  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Dec 2, 2016  
Effective \_\_\_\_\_  
Resolution \_\_\_\_\_

This Generating Facility Interconnection Agreement (Multiple Tariff) (“Agreement”) is entered into by and between *(Enter customer name)* \_\_\_\_\_, a \_\_\_\_\_ *(Enter form of entity)* (“Producer”), and Southern California Edison Company (“SCE”), a California corporation. Customer and SCE 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 Appendices, the Parties agree as follows:

1. SCOPE AND PURPOSE

- 1.1 This Agreement provides for Producer to interconnect and operate a Generating Facility in parallel with SCE’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 consist of any combination of (a) generator(s) for which Producer qualifies as an “eligible customer-generator” for net energy metering (NEM) service pursuant to PUC Sections 2827 through 2827.10 (“Eligible Generator(s)”), and (b) other generator(s) (“Non-Eligible Generator(s)”). Pursuant to PUC Sections 2827 through 2827.10, an Eligible Generator can employ any of the following technologies: biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells using renewable fuels, small hydroelectric generation, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current, and any additions or enhancements to the facility using that technology; or other fuel cells (pursuant to PUC Section 2827.10).
- 1.2 This Agreement provides for Producer to operate the Eligible Generator(s) pursuant to the provisions of Sections 2827 through 2827.10 of the California PUC and the applicable SCE tariffs for NEM. This Agreement also provides for Producer to operate its Non-Eligible Generator(s). This Agreement does not provide for retail electrical service by SCE to Producer. Such arrangements must be made separately between SCE and Producer.
- 1.3 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 SCE 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 arrangement of how Producer’s Generating Facility and loads are interconnected with SCE’s Distribution System are attached hereto as Appendix A and incorporated herein by reference.
- 2.2 Generating Facility identification number: \_\_\_\_\_ (Assigned by SCE).
- 2.3 Producer’s SCE service account number: \_\_\_\_\_ (Assigned by SCE).

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

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2.4 Name and address used by SCE to locate the electric service account(s) used to interconnect the Generating Facility with SCE's Distribution System.

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

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

City: \_\_\_\_\_ CA 9 \_\_\_\_\_

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

**Renewable Electrical Generating Facility**

Solar: \_\_\_\_\_ kW

Wind: \_\_\_\_\_ kW

Biomass: \_\_\_\_\_ kW

Solar Thermal: \_\_\_\_\_ kW

Geothermal: \_\_\_\_\_ kW

Fuel Cells Using Renewable Fuels: \_\_\_\_\_ kW

Small Hydroelectric Generators: \_\_\_\_\_ kW

Municipal Solid Waste Conversion: \_\_\_\_\_ kW

Landfill Gas: \_\_\_\_\_ kW

Ocean Wave: \_\_\_\_\_ kW

Ocean Thermal or Tidal Current: \_\_\_\_\_ kW

Digester Gas: \_\_\_\_\_ kW

**Non Renewable Electrical Generating Facility**

Biogas Digester: \_\_\_\_\_ kW

Fuel Cell: \_\_\_\_\_ kW

2.5.2 Non-Eligible Generator(s): \_\_\_\_\_ kW

2.5.3 Total **Gross** Nameplate Rating of the Generating Facility(ies): \_\_\_\_\_ kW

2.6 The **Net** Nameplate Rating of the Generating Facility is:

2.6.1 Eligible Generator(s):

**Renewable Electrical Generating Facility**

Solar: \_\_\_\_\_ kW

Wind: \_\_\_\_\_ kW

Biomass: \_\_\_\_\_ kW

Solar Thermal: \_\_\_\_\_ kW

Geothermal: \_\_\_\_\_ kW

Fuel Cells Using Renewable Fuels: \_\_\_\_\_ kW

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

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Small Hydroelectric Generators: \_\_\_\_\_ kW  
Municipal Solid Waste Conversion: \_\_\_\_\_ kW  
Landfill Gas: \_\_\_\_\_ kW  
Ocean Wave: \_\_\_\_\_ kW  
Ocean Thermal or Tidal Current: \_\_\_\_\_ kW  
Digester Gas: \_\_\_\_\_ kW

**Non Renewable Electrical Generating Facility**

Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ kW

2.6.2 Non-Eligible Generator(s): \_\_\_\_\_ kW

2.6.3 Total **NET** Nameplate Rating of the Generating Facility(ies): \_\_\_\_\_ kW

2.7 The **maximum level of power** that may be exported by the Generating Facility to SCE's Distribution System is expected to be:

2.7.1 Eligible Generator(s):

**Renewable Electrical Generating Facility**

Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biomass: \_\_\_\_\_ kW  
Solar Thermal: \_\_\_\_\_ kW  
Geothermal: \_\_\_\_\_ kW  
Fuel Cells Using Renewable Fuels: \_\_\_\_\_ kW  
Small Hydroelectric Generators: \_\_\_\_\_ kW  
Municipal Solid Waste Conversion: \_\_\_\_\_ kW  
Landfill Gas: \_\_\_\_\_ kW  
Ocean Wave: \_\_\_\_\_ kW  
Ocean Thermal or Tidal Current: \_\_\_\_\_ kW  
Digester Gas: \_\_\_\_\_ kW

**Non Renewable Electrical Generating Facility**

Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ 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

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

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- 2.8 The Generating Facility's expected date of Parallel Operation is \_\_\_\_\_. This expected date of Parallel Operation shall be within two years of the date of this Agreement.
- 2.9 For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code, Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode  does /  does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code. \_\_\_\_\_  
(insert "Not Applicable" if a combined heat and power mode of operation does not apply).
- 2.10 What applicable rate schedule, known as the "otherwise applicable tariff" will be selected for the NEM account(s):\_\_\_\_\_.

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 - Information concerning Electric Rules 2 and 21 and other selected rules and tariffs of SCE (supplied by SCE).

Appendix C - (Where Applicable) Additional Terms and Conditions for Projects Requiring Interconnection Facilities and/or Upgrades to SCE's Distribution and/or Transmission System.

Appendix D - (When Applicable) A copy of an agreement addressing financing and ownership of facilities required for interconnection (Supplied by SCE).

Appendix E - (When Applicable) Producer's warranty that the Generating Facility meets the requirements for a "Cogeneration" facility as defined in Section 216.6 of the California PUC.

Appendix F - (When Applicable) List of eligible service accounts, as defined in SCE's Schedule BG-NEM or FC-NEM, to be included in NEM calculations.

Appendix G - (When Applicable) List of eligible service accounts, as defined in SCE's Schedule NEM-ST, to be included in NEM Aggregation calculations.

Appendix H - (When Applicable) Producer warranty and verified equipment requirements applicable to Generating Facilities requesting interconnection pursuant to the provisions of the NEM successor tariffs (i.e., Schedule NEM-ST).

Appendix I - (When Applicable) Producer'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.

(N)  
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(N)

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

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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 SCE's Electric Rule 1 or Electric Rule 21, Section C. If any term is defined in both Electric Rule 1 and Electric Rule 21, the definition in Rule 21 shall prevail.

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 17 of this Agreement ("Effective Date"). This 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 SCE's Distribution System is closed or terminated; or
- (c) At 12:01 A.M. on the 61<sup>st</sup> day after Producer or SCE provides written Notice pursuant to Section 9 of this Agreement to the other Party of Producer's or SCE's intent to terminate this Agreement.

4.2 Producer may elect to terminate this Agreement for any reason pursuant to the terms of Section 4.1(c). SCE 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 tariffs 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 SCE's ability or obligation to perform SCE's duties under this Agreement; or
- (b) Unless otherwise agreed in writing by the Parties, Producer fails to take all corrective actions specified in SCE's Notice, within the timeframe set forth in such Notice, that Producer's Generating Facility is out of compliance with the terms of this Agreement; or
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement within 120 days of the date of Parallel Operation as set forth in Section 2.8 of this Agreement; or
- (d) Producer abandons the Generating Facility. SCE shall deem the Generating Facility to be abandoned if (i) SCE determines, in its sole opinion, that the Generating Facility is non-operational, (ii) SCE provides Producer with Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility, and (iii) Producer does not respond by 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, SCE shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

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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 INTERCONNECTION AND OPERATING REQUIREMENTS

5.1 Producer is responsible for operating the Generating Facility in compliance with all of SCE's tariffs, including but not limited to SCE's Electric Rule 21, and any other regulations and laws governing the interconnection of the Generating Facility.

5.2 Producer shall be responsible for all applicable study costs as outlined in SCE's Electric Rule 21.

5.3 If the studies conducted pursuant to the applicable provisions of Electric Rule 21 result in the need for upgrades to SCE's Distribution and/or Transmission System, SCE shall be afforded the time necessary to complete those upgrades before issuing written approval allowing the Producer to operate the Generating Facility. Costs for those upgrades and any necessary Interconnection Facilities shall be borne by the Producer, pursuant to the terms and conditions outlined in Appendices C and D of this Agreement.

5.4 Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require SCE to purchase, transmit, distribute, or store the electrical energy produced by Producer's Generating Facility.

5.5 Except for that energy delivered to SCE through NEM, the electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that SCE uses to interconnect Producer's Generating Facility. 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 PUC.

5.6 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 5.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse SCE 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.

5.7 Producer shall not commence Parallel Operation of the Generating Facility until SCE has provided express written approval. Such approval shall normally be provided per the timelines established by the applicable PUC or by Electric Rule 21. Such approval will be provided after SCE's receipt of: (1) a completed NEM Generating Facility Interconnection Application including all supporting documents and payments as described in the Application or Electric Rule 21; (2) any required NEM supplemental application forms; (3) a signed and completed Agreement; (4) a copy of Producer's final inspection clearance from the local authority having jurisdiction over the Generating Facility; and (5) submission of all applicable payments for reviews, studies, Interconnection Facilities, Distribution System Upgrades, and Network Upgrades, as applicable. Such approval will not be unreasonably withheld. SCE shall have the right to have representatives present at the Commissioning Test as defined in Electric Rule 21. Producer shall notify SCE at least five (5) days prior to initial testing.



**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

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- 5.8 In no event shall the delivery of the maximum electric power to SCE'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, SCE may require Producer to disconnect its Generating Facility from SCE's Distribution System until Producer demonstrates to SCE's sole satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to SCE. Further, should SCE determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting SCE's ability to utilize its Distribution System in any manner, even if Producer's deliveries of electric power to SCE's Distribution System are within the limitations specified in this Agreement, SCE may require Producer to temporarily or permanently reduce or cease deliveries of electric power to SCE's Distribution System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and SCE may initiate termination in accordance with the terms of Section 4.2(b).
- 5.9 Producer shall not deliver reactive power to SCE's Distribution System unless the Parties have agreed otherwise in writing.
- 5.10 The Generating Facility shall be operated with all of the Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with SCE's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.11 If Producer declares that its Generating Facility meets the requirements for "Cogeneration" as such term is used in Section 216.6 of the PUC (or successor definition of "Cogeneration") ("Cogeneration Requirement"), 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 E of this Agreement.
6. INTERCONNECTION FACILITIES, DISTRIBUTION UPGRADES AND NETWORK UPGRADES
- 6.1 Producer and/or SCE, as appropriate, shall provide Interconnection Facilities, Distribution Upgrades and Network Upgrades that adequately protect SCE'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, as further outlined in Appendix C.
- 6.3 If the provisions of SCE's Electric Rule 21, or any other tariff approved by the Commission, require SCE to own and operate a portion of the Interconnection Facilities, Distribution Upgrades or Network Upgrade, Producer and SCE shall promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities, Distribution Upgrades and Network Upgrades. This agreement shall be attached to and made a part of this Agreement as Appendix D.
- 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 SCE's administration and billing pursuant to SCE's NEM tariffs.

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

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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 two million dollars (\$2,000,000) for each occurrence.

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 SCE as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that SCE 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 provide for thirty (30) calendar days' written notice to SCE prior to cancellation, termination, alteration, or material change of such insurance.

8.3 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 SCE.

8.4 Producer agrees to furnish any required certificates and endorsements to SCE prior to Parallel Operation. SCE shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

8.5 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 8.3:

(a) Producer shall provide to SCE, at least thirty (30) calendar days prior to the date of Parallel 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 is unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

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8.6 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:

Southern California Edison Company  
Attention: NEM Program Administrator  
SCE Customer Solar & Self Generation  
P.O. Box 800  
Rosemead, CA 91770

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 SCE: Southern California Edison Company  
Attention: NEM Program Administrator  
SCE Customer Solar & Self Generation  
P.O. Box 800  
Rosemead, CA 91770

If to Producer: Name: \_\_\_\_\_

Attention: \_\_\_\_\_

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

City: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_

Email: \_\_\_\_\_

9.2 A Party may change its address for Notice 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 SCE 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 SCE’s Distribution System.

10.2 Producer authorizes SCE to release to the California Energy Commission (“CEC”) and/or the Commission information regarding the Generating Facility, including the Producer’s name and location, and the size, location and operational characteristics of the Generating Facility, as requested or required from time to time pursuant to the CEC’s or Commission’s rules and regulations.

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

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11. ASSIGNMENT

This Agreement shall not be assigned if such assignment would cause the Eligible Generator(s) to not comply with the provisions of PUC Sections 2827 through 2827.10. Producer shall not voluntarily assign its rights or delegate its duties under this Agreement without SCE's written consent. Any assignment or delegation Producer makes without SCE's written consent shall not be valid. SCE 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 SCE'S TARIFF SCHEDULES, DEFINED TERMS

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 tariffs applicable to the electric service provided by SCE. Copies of such tariffs are available at SCE's Internet site: [www.sce.com](http://www.sce.com) or by request to SCE and are incorporated into this Agreement by this reference.

13.4 Notwithstanding any other provisions of this Agreement, SCE shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. SCE shall determine in its sole discretion whether prior Commission approval is required for such amendments or modifications.

15. TRANSITION PROVISIONS

Producers receiving service on the current NEM tariffs pursuant to PUC Section 2827 (i.e., Schedule NEM) prior to SCE reaching its NEM trigger level or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in the applicable NEM rate schedule. Producers receiving service on the successor NEM tariffs pursuant to PUC Section 2827.1 and Commission Decision 16-01-044 (i.e., Schedule NEM-ST) are subject to the transition provisions as outlined in the applicable NEM successor tariff rate schedule.

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

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16. 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.

17. SIGNATURES

This Agreement may be executed in counterparts, and by electronic signature on the part of SCE and/or the Producer, and copies of a Party's signed signature page may be transmitted to the other Party by facsimile or other electronic means. Copies of the signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals and will not be made inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the Best Evidence Rule or similar rule of admissibility.

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.

**PRODUCER NAME**

**SOUTHERN CALIFORNIA  
EDISON COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**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 Electric Rule 21, protection equipment, and intended mode of operation (i.e. non-export; inadvertent export; and continuous export, where application). Additionally, points of interconnection with SCE, as well as locations and type of protection equipment and disconnect switches should be identified.)

**APPENDIX B Electric Rules**

**“2” and “21”**

(Note: SCE'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. SCE's tariffs, including Rules 2 and 21 can be accessed via the SCE website at [www.sce.com/regulatory](http://www.sce.com/regulatory). Upon request, SCE can provide copies to Producer of Rules 2 and 21.)

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

---

**APPENDIX C**

Additional Terms and Conditions for Projects Requiring  
Interconnection Facilities and/or Upgrades to SCE's Distribution and/or Transmission System



**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

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**Section 1. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

**1.1 Interconnection Facilities**

- 1.1.1 The Producer shall pay for the cost of the Interconnection Facilities itemized in Appendix C-1 below and as provided, where applicable, in the Facilities Financing and Ownership Agreement ("FFOA") incorporated as Appendix D below. SCE shall provide a best estimate cost, including a cost estimate pursuant to the Cost Envelope Option provisions of Rule 21, Section F.7, as applicable, including overheads and any applicable Income Tax Component of Contribution (ITCC), for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Producer, such other entities, and SCE. Customers who elected the Cost Envelope Option will be subject to the provisions of Rule 21, Section F.7, as applicable, for the determination of actual costs. (P)  
(P)
- 1.1.2 The Producer shall be responsible for its share of all reasonable expenses, including overheads and any applicable ITCC, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing SCE's Interconnection Facilities. (P)  
(P)

**1.2 Distribution Upgrades**

- 1.2.1 No portion of this Section 1.2 shall apply unless the interconnection of the Generating Facility requires Distribution Upgrades.
- 1.2.2 SCE shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix C-2 below and as provided, where applicable, in the FFOA incorporated as Appendix D below. If SCE and the Producer agree, the Producer may construct Distribution Upgrades that are located on land owned by the Producer. The actual cost of the Distribution Upgrades, including overheads and any applicable ITCC, shall be directly assigned to the Producer. Customers who elected the Cost Envelope Option will be subject to the provisions of Rule 21, Section F.7, as applicable, for the determination of actual costs. (P)  
(P)

**Section 2. Cost Responsibility for Network Upgrades**

**2.1 Applicability**

No portion of this Section 2 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

**2.2 Network Upgrades**

SCE shall design, procure, construct, install, and own the Network Upgrades described in Appendix C-2 below and as provided, where applicable, in the FFOA incorporated as Appendix D below. If SCE and the Producer agree, the Producer may construct Network Upgrades that are located on land owned by the Producer. Unless SCE elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Producer unless Section 2.2.1 directs otherwise.

**2.2.1 Repayment of Amounts Advanced for Network Upgrades**

To the extent that the CAISO Tariff, currently Section 14.3.2 of Appendix DD, provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Producer shall be entitled to a cash repayment, equal to the total amount paid to SCE and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Producer, to be paid to the Producer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under SCE's tariff and Affected System's tariff for transmission services with respect to the Generating Facility.

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

---

Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Customer receives a repayment of such payment pursuant to this subparagraph. The Producer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Producer is not entitled to a cash repayment for amounts paid to SCE and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

2.2.1.1 If the Producer is entitled to a cash repayment pursuant to Section 2.2.1, the Producer, SCE, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as SCE and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Producer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that SCE or any applicable Affected System operators will continue to provide payments to the Producer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

2.2.1.2 If the Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, SCE and Affected System operator shall at that time reimburse the Producer for the amounts advanced for the Network Upgrades if the Producer is entitled to a cash repayment pursuant to Section 2.2.1. Before any such reimbursement can occur, the Producer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

**2.3 Rights Under Other Agreements**

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Producer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

**Section 3. Billing, Payment, Milestones, and Financial Security**

**3.1 Billing and Payment Procedures**

SCE shall bill the Producer for the design, engineering, construction, and procurement costs, including any applicable ITCC and/or other taxes, of Interconnection Facilities and Distribution and/or Network Upgrades contemplated by this Agreement pursuant to the FFOA, or as otherwise agreed by the Parties.

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

---

**3.2 Milestones**

The Parties shall agree on milestones for which each Party is responsible and list them in Appendix C-3 below. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Appendix C-3 below. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

**3.3 Financial Security Arrangements**

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of SCE's Interconnection Facilities and Distribution and/or Network Upgrades, the Producer shall provide SCE, at the Producer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to SCE and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the SCE's Interconnection Facilities and Distribution and/or Network Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to SCE under this Agreement during its term. In addition:

- 3.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of SCE, and contain terms and conditions that guarantee payment of any amount that may be due from the Producer, up to an agreed-to maximum amount.
- 3.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to SCE and must specify a reasonable expiration date.

**Section 4. Taxes**

**4.1 Applicable Tax Laws and Regulation**

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

**4.2 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 SCE's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

**Section 5. Environmental Releases**

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

---

**Section 6. Subcontractors**

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

6.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall SCE be liable for the actions or inactions of the Producer or its subcontractors with respect to obligations of the Producer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

6.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

**Section 7. Billing and Payment**

Billings and payments shall be sent to the addresses set out below:

Producer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SCE: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

---

**Appendix C-1**

**Description and Costs of the Generating Facility,  
Interconnection Facilities, and Metering Equipment**

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment, shall be itemized and identified as being owned by the Producer or SCE. SCE will provide a best estimate itemized cost, including a cost estimate pursuant to the Cost Envelope Option provisions of Rule 21, Section F.7, if applicable, (P) including overheads and any applicable ITCC, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

**Appendix C-2**

**Description of Distribution and/or Network Upgrades and Cost Responsibility**

SCE shall describe the Distribution and/or Network Upgrades and provide an itemized best estimate of the cost, including a cost estimate pursuant to the Cost Envelope Option provisions of Rule 21, Section F.7, if applicable, (P) including overheads and any applicable ITCC, of the Distribution and/or Network Upgrades and annual operation and maintenance expenses associated with such Distribution and/or Network Upgrades. SCE shall functionalize the upgrade costs and annual expenses as either transmission or distribution related.

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

---

**Appendix C-3**

**Milestones**

In-Service Date: \_\_\_\_\_

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____
(8)	_____	_____
(9)	_____	_____
(10)	_____	_____

Agreed to by:

For SCE: \_\_\_\_\_ Date: \_\_\_\_\_

For the Producer: \_\_\_\_\_ Date: \_\_\_\_\_

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

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**APPENDIX D**  
(If Applicable)

**FACILITIES FINANCING AND OWNERSHIP AGREEMENT**  
(Provided by SCE)



**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

---

**APPENDIX E**  
(When Applicable)

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A "COGENERATION"  
FACILITY PURSUANT TO SECTION 216.6 OF THE CALIFORNIA PUBLIC UTILITIES CODE**

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code, Producer hereby declares that the Generating Facility meets the requirements for "Cogeneration" as such term is used in Section 216.6 of the California Public Utilities Code ("Cogeneration Requirements").

Producer warrants that, beginning on the date of Parallel Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the Cogeneration Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement SCE determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, SCE may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements, within 15 business days of SCE's request for such evidence. Additionally, SCE 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 SCE determines in its sole 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 SCE's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the "Cogeneration Status Change").

SCE 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 SCE determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. SCE shall invoice the Producer's Electric Service Account through which the Generating Facility is Interconnected with SCE's Distribution System for Competition Transition Charges ("CTCs") that were not previously billed during the period between the effective date of the Cogeneration 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 California Public Utilities Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this warranty, shall be paid to SCE within 30 days of Producer's receipt of such invoice.

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

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**APPENDIX F**  
(If Applicable)

**LIST OF ELIGIBLE ACCOUNTS  
TO BE INCLUDED IN NET ENERGY METERING CALCULATIONS  
PURSUANT TO SCHEDULE BG-NEM OR FC-NEM**

*(Please provide a copy of a recent billing statements for each of the accounts (if any) to be included in this listing. Indicate the priority order you wish SCE to use in applying surplus energy credits.)*

Account Priority <sup>1</sup>	Account Name <sup>2</sup>	Service Address <sup>2</sup>	SCE Service Account Number <sup>2</sup>	SCE Meter Number <sup>2</sup>	SCE TOU Tariff Schedule <sup>2</sup>
1					
2					
3					
4					
5					
6					

Notes:

1. Account Priority: See Load Aggregation provisions of Schedule BG-NEM or FC-NEM. Accounts are listed in priority designated by Producer to receive excess generation credits. The "Host Account," described on page 1 of this agreement, should not be included in this listing.
2. Account information as shown on SCE billing statement.

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

---

**APPENDIX G**  
(If Applicable)

**LIST OF ELIGIBLE ACCOUNTS  
TO BE INCLUDED IN NET ENERGY METERING AGGREGATION CALCULATIONS  
PURSUANT TO SCHEDULES NEM AND NEM-ST**

Primary/Generating Account Name <sup>1</sup>	Service Account No.	Account Address	Annual kWh Load <sup>2</sup>	Estimated Annual kWh Production <sup>3</sup>	Bundled, DA or CCA Service <sup>4</sup>
	3-				

Aggregated Account Name	Service Account No.	Account Address	Annual kWh Load <sup>5</sup>	Bundled, DA or CCA Service <sup>4</sup>
1.	3-			
2.	3-			
3.	3-			
4.	3-			
5.	3-			
6.	3-			
7.	3-			
8.	3-			
9.	3-			
10.	3-			

Please attach additional sheets with aggregated account information, if necessary.

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

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**APPENDIX H**  
(If Applicable)

**PRODUCER WARRANTY AND VERIFIED EQUIPMENT REQUIREMENTS APPLICABLE TO  
GENERATING FACILITIES REQUESTING INTERCONNECTION PURSUANT TO THE  
PROVISIONS OF THE NEM SUCCESSOR TARIFFS (i.e., SCHEDULE NEM-ST)**

For Producers interconnecting a Generating Facility under the provisions of Schedule NEM-ST, the Generating Facility must have a warranty of at least 10 years for all equipment and the associated installation from the system provider. In appropriate circumstances conforming to industry practice, this requirement may rely on and be satisfied by manufacturers' warranties for equipment and separate contractors' warranties for workmanship (i.e., installation). Warranties or service agreements conforming to requirements applicable to the Self-Generation Incentive Program (SGIP) may also be used for technologies eligible for the SGIP.

For Producers interconnecting a solar Generating Facility under the provisions of Schedule NEM-ST, all major solar system components (including PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the California Energy Commission ("CEC"). For all NEM-ST Generating Facilities, any other equipment, as determined by SCE, must be verified as having safety certification from a Nationally Recognized Testing Laboratory ("NRTL").

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
Multiple Tariffs

---

**APPENDIX I**  
(If Applicable)

(N)

**PRODUCER'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**

Producer 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").<sup>1</sup>

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Producer and the Generating Facility shall continue to meet the Eligibility Requirements.<sup>2</sup> If Producer or the Generating Facility ceases to meet the Eligibility Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 9.1 of this Agreement. If, at any time during the term of this Agreement, SCE determines, in its sole discretion, that Producer or Generating Facility may no longer meet the Eligibility Requirements, SCE may require Producer to provide evidence that Producer and/or the Generating Facility continues to meet the Eligibility Requirements, within 15 business days of SCE's request for such evidence. Additionally, SCE 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 SCE determines in its sole 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 Eligibility Status shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that Producer 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"). SCE 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 SCE determines in its sole discretion that the Producer and/or Generating Facility first ceased to meet the Eligibility Requirements. SCE 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 Producer and/or the Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of SCE's Schedule FC-NEM, Fuel Cell Net Energy Metering.

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this warranty, shall be paid to SCE within 30 days of Producer's receipt of such invoice.

(N)

<sup>1</sup> Pursuant to Special Condition 9 of Schedule FC-NEM, Producers who submit all documentation necessary to receive service on Schedule FC-NEM, including the final electrical inspection clearance, after January 1, 2017 but before the California Air Resources Board (CARB) establishes, and the Commission approves as needed, the schedule of annual greenhouse gas (GHG) emissions reduction standards pursuant to Assembly Bill 1637 (Low, 2016) may be subject to the repayment of any interconnection costs, Departing Load charges, Standby charges, and the loss of NEM credits if their Generating Facilities do not meet the standards, once established (expected to be no later than March 31, 2017).

(N)

<sup>2</sup> An Eligible Fuel Cell Customer-Generator and an Eligible Fuel Cell Electrical Generating Facility are subject to the Eligibility Requirements in place at the time all documentation necessary to receive service on Schedule FC-NEM is submitted to SCE for the operating life of the Generating Facility.

(N)



TABLE OF CONTENTS

Sheet 1

	<u>Cal. P.U.C. Sheet No.</u>	
TITLE PAGE .....	11431-	
E TABLE OF CONTENTS - RATE SCHEDULES ....60728-58583-59584-60369-60370-60371- 60372-E		(T) (T)
.....	60729-57938-	
E TABLE OF CONTENTS - LIST OF CONTRACTS AND DEVIATIONS .....		
57938-E TABLE OF CONTENTS - RULES		
.....	60539-E	(T)
OF COMMUNITIES, MAPS, BOUNDARY DESCRIPTIONS 58961-E TABLE OF CONTENTS -		(T)
SAMPLE FORMS.....59608-58962-59554-59014-58965-60730-E		
.....	60741-59472-E	

PRELIMINARY STATEMENT:

A. Territory Served .....	22909-E
B. Description of Service .....	22909-E
C. Procedure to Obtain Service .....	22909-E
D. Establishment of Credit and Deposits .....	22909-E
E. General.....	45178-45179-45180-53818-45182-E
F. Symbols .....	45182-E
G. Gross Revenue Sharing Mechanism.....26584-26585-26586-26587-27195-27196-54092-E .....	51717-53819-27200-27201-E
H. Baseline Service .....	52027-52028-52029-52030-52031-E
I. Not In Use.....	-
E J. Not In Use.....	-
-E K. Nuclear Decommissioning Adjustment Mechanism .....	36582-57779-E
L. Purchase Agreement Administrative Costs Balancing Account.....55207-51922-55208-E	
M. Income Tax Component of Contributions .....	56077-27632-E
N. Memorandum Accounts.....21344-56089-59916-58221-49492-58674-45585-45586-53821-E .....	50418-42841-42842-44948-44949-44950-44951-44952-44953-42849-42850-42851-E ..... 41717-47876-55623-42855-42856-44341-45252-52033-50419-55048-42862-42863-E ..... 42864-56204-56205-51235-45920-51236-42870-50209-42872-42873-50421-46539-E ..... 42876-42877-42878-42879-42880-42881-42882-54534-53371-56253-44959-42887-E ..... 53321-53322-47098-52551-52552-49928-56235-56236-56237-55144-55145-44029-E ..... 53016-57156-57157-51163-51164-51165-51166-51167-51168-51169-51170-51171-E ..... 51244-55806-56393-56394-56395-56396-56397-56398-56399-58978-59917-59918-E
O. California Alternate Rates for Energy (CARE) Adjustment Clause .....	34705-41902-E
.....	36472-38847-56788-60261-E
P. Optional Pricing Adjustment Clause (OPAC) .....	27670-27671-27673-27674-E

(To be inserted by utility)  
Advice 3523-E  
Decision \_\_\_\_\_

Issued by  
Caroline Choi  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Dec 2, 2016  
Effective \_\_\_\_\_  
Resolution \_\_\_\_\_



Southern California Edison  
Rosemead, California (U 338-E)

(Continued) Revised Cal. PUC Sheet No. 60728-E  
Cancelling Revised Cal. PUC Sheet No. 57937-E

(To be inserted by utility)  
Advice 3523-E  
Decision \_\_\_\_\_

Issued by  
Caroline Choi  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Dec 2, 2016  
Effective \_\_\_\_\_  
Resolution \_\_\_\_\_



TABLE OF CONTENTS

Sheet 8

(Continued)  
 RATE SCHEDULES  
 (Continued)

<u>Schedule No.</u>	<u>Title of Sheet</u>	<u>Cal. P.U.C. Sheet No.</u>
<u>OTHER</u>		
BG-NEM	Experimental Biogas Net Energy Metering .....	53878-43574-560925-43576-54290-E
	.....	50514-49164-53349-54291-E
BSC-IMO	Bundled Service Customer-Interval Meter Ownership.....	45197-53879-53880-E
CBP	Capacity Bidding Program .....	54897-54898-54899-54900-54901-54902-54903-E
	.....	54904-54905-54906-E
CCA-CRS	Community Choice Aggregation Cost Responsibility Surcharge .....	57614-58904-E
	.....	58905-58906-58907-58908-58909-58910-58911-59311-59312-E
CCA-INFO	Community Choice Aggregation-Information Fees.....	49642-37965-37966-E
	.....	37967-47438-E
CCA-SF	Community Choice Aggregation Service Fees .....	51283-51284-E
	.....	51285-51286-57389-57390-57391-57392-E
CC-DSF	Customer Choice - Discretionary Service Fees.....	58913-53882-51291-53883-E
	.....	51293-51294-51295-51296-55660-E
CGDL-CRS	Customer Generation Departing Load – Cost Responsibility Surcharge .....	47058-E
	.....	49451-49452-58354-56425-56426-56427-46677-46678-E
CHP	Combined Heat and Power Excess Energy Purchase .	57615-47251-50428-47253-E
	.....	50951-
E CPP	Critical Peak Pricing.....	58914-59313-59314-57043-
58916-E		
CREST	California Renewable Energy Small Tariff .....	57617-44057-52962-52963-E
DA-CRS	Direct Access – Cost Responsibility Surcharge.	56739-46938-58917-58918-58919-E
	.....	58920-58921-58922-58923-58924-58925-58926-58927-58928-58929-E
	.....	58930-58931-59315-59316-59317-59318-59319-E
DAEBSC-CRS	Direct Access Eligible Bundled Service Customers-Cost Responsibility Surcharge....	42969-58933-42971-46947-E
	.....	42969-58933-42971-46947-E
DA-LRATC	Direct Access Local Resource Adequacy Transfer Credit.....	47211-47212-47213-E
DA-RCSC	Direct Access Revenue Cycle Services Credits .....	40004-41590-44164-44165-E
	.....	41593-41594-51080-E
DBP	Demand Bidding Program.....	57044-57045-57046-57047-53046-57333-57334-E
DL-NBC	Departing Load - Nonbypassable Charges.....	57618-43777-E
DRP-SF	Demand Response Provider Service Fees.....	56904-56905-56906-56907-56908-E
	.....	56909-56910-56911-56912-E
EITE	Emissions-Intensive and Trade-Exposed Customer Greenhouse.....	56238-56239-56240-E
	Gas Allowance Revenue Provisions .....	56238-56239-56240-E
ESP-DSF	Energy Service Provider - Discretionary Service Fees.....	51298-51299-51300-E
	.....	44151-51301-44153-51302-44155-55661-E
ESP-NDSF	Energy Service Provider - Non Discretionary Service Fees .....	40762-40763-E
FC-NEM	Fuel Cell Electrical Generating Facility NEM & Interconnection Agreement .....	60721-60722-60723-51142-54293-51144-51145-57619-57620-60724-E
	.....	60721-60722-60723-51142-54293-51144-51145-57619-57620-60724-E
GMS	Generation Municipal Surcharge .....	53888-E
GTSR-CR	Green Tariff Shared Renewables Community Renewables .....	59541-59542-59543-E
	.....	56743-59544-59545-59546-56747-56748-56749-E
GTSR-GR	Green Tariff Shared Renewables Green Rate... ..	59547-59548-59549-56753-59550-E
	.....	56755-59551-56757-E

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(To be inserted by utility)  
 Advice 3523-E  
 Decision \_\_\_\_\_

Issued by  
Caroline Choi  
 Senior Vice President

(To be inserted by Cal. PUC)  
 Date Filed Dec 2, 2016  
 Effective \_\_\_\_\_  
 Resolution \_\_\_\_\_





TABLE OF CONTENTS

Sheet 17

(Continued)

SAMPLE FORMS (Continued)

<u>Form No.</u>	<u>Statements (Continued)</u>	<u>Cal. P.U.C. Sheet No.</u>
<u>Direct Access/Community Choice Aggregation</u>		
14-756	Direct Access Customer Relocation/Replacement Declaration .....	53907-E
14-768	Community Choice Aggregator (CCA) Service Agreement .....	47507-E
14-769	Community Choice Aggregator Non-Disclosure Agreement.....	57117-E
14-770	Community Choice Aggregation Service Declaration .....	49644-E
14-793	Six-Month Advance Notice to Transfer a Non-Residential Account to Direct Access Service .....	55605-E
14-794	Six-Month Advance Notice to Return to Bundled Portfolio Service (from Direct Access Service) .....	55606-E
14-795	Notice of Intent to Transfer to Direct Access Service (During the Open Enrollment Window April 16, 2010 to June 30, 2010) .....	47049-E
14-796	Authorization To: Receive Customer Information or Act on a Customer's Behalf ..	58949-E
14-797	Customer Assignment Notification .....	51663-E
14-930	Direct Access Customer Replacement Declaration .....	51664-E
14-954	Six-Month Advance Notice to Transfer to Community Choice Aggregation Service Outside of Automatic Enrollment.....	55607-E
14-955	Six-Month Advance Notice to Return to BPS (from CCA Service) .....	55608-E
<u>Interconnection Agreements</u>		
14-459	Momentary Parallel Generation Agreement .....	27758-E
14-653	Multifamily Affordable Solar Housing - Virtual Net Metering Interconnection Agreement .....	55531-E
14-730	Back-Up Service Agreement Between Customer and Southern California Edison Company (SCE) .....	53904-E
14-731	Generating Facility Interconnection Agreement.....	59895-E
14-732	Generating Facility Interconnection Application .....	59896-E
14-742	Generating Facility Interconnection Agreement (3rd Party Non-Exporting).....	59897-E
14-743	Generating Facility Interconnection Agreement (3rd Party Inadvertent-Exporting) .....	59898-E
14-744	Customer Generation Agreement .....	50719-E
14-745	Generating Facility Interconnection Agreement (Inadvertent-Export).....	59899-E
14-750	Biogas Digester Electrical Generating Facility Net Energy Metering and Interconnection Agreement.....	50721-E
14-755	Fuel Cell Electrical Generating Facility Net Energy Metering and Interconnection Agreement.....	60725-E
14-773	Generating Facility Interconnection Agreement for Combined Technologies.....	60726-E
14-788	Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT) Interconnection Agreement .....	59493-E
14-909	Virtual Net Energy Metering for Multi-Tenant and Multi-Meter Properties Interconnection Agreement.....	55534-E
14-910	Virtual Net Energy Metering for Multi-Tenant and Multi-Meter Properties Allocation Request Form.....	55705-E
14-911	Interconnection Agreement for An Existing Small-Generation Facility Interconnection to the Distribution System Under Ruler 21 .....	49042-E
14-918	Rule 21 Exporting Generating Facility Interconnection Request .....	54879-E
14-919	Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities Interconnecting Under the Fast Track Process.....	50728-E
14-922	Rule 21 Pre-Application Report Request .....	59901-E
14-923	Southern California Edison Company Net Energy Metering Solar and Wind Generating Facility 10 Kilowatt or Less Interconnection Agreement .....	55535-E
14-936	Net Energy Metering One Time Relevant Period Change Request .....	55707-E
14-937	Net Energy Metering (NEM) Aggregation Account Information .....	57631-E

(T)

(Continued)

(To be inserted by utility)  
Advice 3523-E  
Decision \_\_\_\_\_

Issued by  
Caroline Choi  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Dec 2, 2016  
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Resolution \_\_\_\_\_



TABLE OF CONTENTS

Sheet 18

(Continued)  
SAMPLE FORMS (Continued)

<u>Form No.</u>		<u>Cal. P.U.C. Sheet No.</u>
<u>Interconnection Agreements (Continued)</u>		
14-925	Rule 21 GIA for Exporting Generating Facilities Interconnecting Under the Independent Study, Distribution Group Study, or Transmission Cluster Study Process .....	54881-E
14-926	Rule 21 Detailed Study Agreement.....	54882-E
14-931	Export Addendum To Generating Facility Interconnection Agreement For Non-Export Generating Facilities (Form 14-731) Exporting One Megawatt Or Less .....	52517-E
14-957	Net Energy Metering (NEM) Generating Facility Interconnection Application .....	59902-E
14-972	Generating Facility Interconnection Agreement for Multiple Tariffs Using a NEM-ST Generating Facility Sized Greater Than One Megawatt .....	60727-E
16-340	Interconnection Agreement for Residential Photovoltaic Solar-Electric Generating Facilities of 10 Kilowatts or Less .....	49042-E
16-342	Power Purchase Agreement for Residential Photovoltaic Solar-Electrical Generating Facilities of 10 Kilowatts or Less .....	21727-E
16-344	Southern California Edison Company Net Energy Metering and Generating Facility Interconnection Agreement .....	55536-E
<u>Medical Baseline</u>		
14-746	Medical Baseline Allowance Application .....	57202-E
14-747SC	Medical Baseline Allowance Self Certification .....	48141-E
<u>Operating Notices</u>		
C-136	Notice of Visit.....	36848-
E C-274A 50447-E	Locked Service Notice .....	
14-660	Request To Pay Deposit .....	56524-E
14-661	ESP Deposit Final Call Notice .....	56525-E
14-662	ESP Deposit Urgent Notice .....	56526-E
14-663	Deposit Receipt .....	56527-E
14-668	Past Due Service Termination Notice .....	56532-E
14-669	ESP Final Call Notice .....	56533-E
14-670	ESP Urgent Notice .....	56534-E
14-671	ESP Returned Check Final Call Notice .....	56535-E
14-672	Closed Account Past Due Notice .....	56536-E
14-673	Disconnection Notice, Closed SCE Account.....	56537-E

(Continued)

(To be inserted by utility)  
Advice 3523-E  
Decision \_\_\_\_\_

Issued by  
Caroline Choi  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Dec 2, 2016  
Effective \_\_\_\_\_  
Resolution \_\_\_\_\_

## **ATTACHMENT B**

Page 401b of 2015 FERC Form 1 Filing

Name of Respondent  
Southern California Edison Company

Date of Report  
(Mo, Da, Yr)  
04/14/2016

Year/Period of Report  
End of 2015/Q4

1. Report the monthly peak load and energy output. If the respondent has two or more power which are not physically integrated, furnish the required information for each non-integrated system.
2. Report in column (b) by month the system's output in Megawatt hours for each month.
3. Report in column (c) by month the non-requirements sales for resale. Include in the monthly amounts any energy losses associated with the sales.
4. Report in column (d) by month the system's monthly maximum megawatt load (60 minute integration) associated with the system.
5. Report in column (e) and (f) the specified information for each monthly peak load reported in column (d).

NAME OF SYSTEM: SOUTHERN CALIFORNIA EDISON COMPANY

Line No.	Month (a)	Total Monthly Energy (b)	Monthly Non-Requirements Sales for Resale & Associated losses (c)	MONTHLY PEAK		
				Megawatts (See Instr. 4) (d)	Day of Month (e)	Hour (f)
29	January	4,242,64	111,682	12,911	20	1900
30	February	1,972,289	203,768	13,167	12	1900
31	March	11,518,340	223,161	14,782	27	1700
32	April	3,819,831	210,227	15,836	30	1700
33	May	6,439,594	311,471	15,203	1	1700
34	June	6,826,947	199,537	19,070	30	1500
35	July	9,518,479	1,252,608	19,313	31	1700
36	August	8,922,147	227,602	22,064	28	1600
37	September	10,784,310	246,847	22,556	8	1600
38	October	6,577,684	346,968	20,404	9	1700
39	November	6,197,047	406,794	13,273	30	1900
40	December	5,636,327	291,261	14,050	15	1900
41	TOTAL	82,455,641	4,031,926			

# Attachment C



**SCHEDULE NEM-FC**

NET ENERGY METERING FOR FUEL CELL CUSTOMER-GENERATORS

APPLICABILITY

Except as otherwise provided herein, this schedule is applicable to bundled service, Community Choice Aggregators (CCA), and Direct Access (DA) customers who are served under a Time-of-Use (TOU) rate schedule, and who prior to January 1, 2021 (1) interconnect and operate in parallel with the Utility's electrical system using an Eligible Fuel Cell Electrical Generating Facility, as defined below (Special Condition 1a) pursuant to California Public Utilities Code Section 2827.10 (PU Code Section 2827.10), with a generating capacity no greater than 5,000 kW, located or adjacent to the customer's owned, leased or rented premises, is interconnected and operates in parallel with the Utility's grid while the grid is operational or is operated independently from the grid when the grid is not operational, and is sized to offset part or all of the customer's electrical requirements, (2) 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 (3) use technology achieves reductions in emissions of greenhouse gases (GHG) pursuant to PU Code Section 2827.10 subdivision (b) as established by the California Air Resources Board (ARB) and as regularly updated consistent with the statute (GHG Standards, except as provided under Special Condition 8 of this tariff, 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 an "eligible fuel cell customer-generator" or "customer". Customers eligible for service under this schedule are exempt from any new or additional charges not included in their Otherwise Applicable Schedule (OAS).

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Pursuant to PU Code Section 2827.10, this schedule is available on a first-come, first-serve basis for the operating life of the Eligible Fuel Cell Electrical Generating Facility, and will be closed to new customers once the Utility reaches a level equal to the MW level installed under this schedule as of January 1, 2017 plus its proportionate share of a statewide limitation of 500 megawatts as calculated by a ratio of the Utilities peak demand compared to the total statewide peak demand. This ratio is calculated to be 37 megawatts for the Utility.

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Pursuant to Decision 08-02-002 and notwithstanding all applicable terms and conditions contained herein, to the extent a CCA offers a net energy metering tariff for fuel cell customer-generators, the Utility shall provide applicable NEM services under this schedule to an eligible CCA customer-generator consistent with services provided to its bundled service eligible customer-generators. As a condition of receiving service under this schedule, the CAA shall be responsible for timely providing the applicable generation-related bill charges or credits for each CCA customer-generator to the Utility. Each eligible CCA customer-generator shall look to its CCA for NEM services related to the electric generation charges and credits that result from receiving services under this schedule. The CCA shall also be responsible for the applicable generation-related bill credit structure associated with this service option and providing the CCA customer-generator with the applicable generation-related bill credit. If a CCA or DA customer elects NEM aggregation service, as defined below, all aggregated accounts must be served by the same CCA or by the same Electric Service Provider (ESP).

(Continued)



**SCHEDULE NEM-FC**

NET ENERGY METERING FOR FUEL CELL CUSTOMER-GENERATORS

8. Emissions Standard Application

Pursuant to PUC Section 2827.10, ARB will provide for a schedule of annual GHG Standard updates. All NEMFC Eligible Fuel Cell Electrical Generating Facilities shall comply on an ongoing basis with ARB's schedule of annual GHG emissions standard updates once established by ARB, and approved by the CPUC as needed. Until that time, the following standards shall apply:

a) Eligible Fuel Cell Electrical Generating Facilities Interconnected Before January 1, 2017

A customer that received permission to operate its generating facility from SDG&E under this Schedule prior to January 1, 2017 can continue to receive service under this Schedule, notwithstanding the GHG Standards described in the Applicability Section above, until ARB's schedule of annual GHG emissions standard updates is established, and approved by the CPUC as needed. for the operating life of the generating facility. All other provisions of this schedule shall continue to be applicable to an Eligible Fuel Cell Electrical Generating Facility receiving service under this schedule.

b) Eligible Fuel Cell Electrical Generating Facilities Interconnecting on January 1, 2017 or after, but before Updated GHG Standards are Established, and Approved by the CPUC as Needed

Until the GHG Standards described above in the Applicability Section are established, and approved by the CPUC as needed, customers requesting service under this schedule shall be required to sign Appendix F to Form 142-02762, or Appendix I to Form 117-2160, or Appendix G to Form 117-2160-A, as applicable.

~~c) Eligible Fuel Cell Electrical Generating Facilities Interconnecting after GHG Standards are Established~~

~~Pursuant to PUC Section 2827.10, ARB will provide for a schedule of annual GHG Standard updates. A customer that has received permission to operate its generating facility from SDG&E under the this schedule after the GHG Standards described in the Applicability Section above have been established and its generating facility satisfies the standard in effect at the time SDG&E provides permission to operate shall be eligible for service under this schedule pursuant to that standard for the operating life of the generating facility. A customer that terminates service under this schedule that seeks to later reestablish service under this schedule must meet the currently effective emissions standards to reestablish such service. All other provisions of the schedule shall continue to be applicable to an Eligible Fuel Cell Generating Facility receiving service under this schedule.~~

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San Diego Gas & Electric Company  
San Diego, California

Revised Cal. P.U.C. Sheet No. 28367-E

Canceling Revised Cal. P.U.C. Sheet No. 27985-E

**SAMPLE FORMS**

Sheet 1

FORM 117-2160

GENERATING FACILITY INTERCONNECTION AGREEMENT  
(*NEM /NON- NEM* GENERATING FACILITY EXPORT)

(12/16)

(See Attached)

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1P4

Advice Ltr. No. 3017-E

Decision No. AB 1637

Issued by  
**Dan Skopec**  
Vice President  
Regulatory Affairs

Date Filed Dec 12, 2016

Effective \_\_\_\_\_

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





**GENERATING FACILITY INTERCONNECTION AGREEMENT  
(NEM /NEM-ST/NON- NEM GENERATING FACILITY EXPORT)**

This Generating Facility Interconnection Agreement (“Agreement”) is entered into by and between \_\_\_\_\_, a \_\_\_\_\_ (“Producer”), and **San Diego Gas & Electric Company (“SDG&E”)**, a California Corporation. Producer and SDG&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, PURPOSE, AND RELATED AGREEMENT**

- 1.1 This Agreement provides for Producer to interconnect and operate a Generating Facility in parallel with SDG&E’s Distribution System to serve, primarily, the electrical loads at the location identified in Section 2.4. The Generating Facility may be any combination of “Eligible customer-generators” as defined in California Public Utilities Code (“PU Code”), Section 2827 (“NEM Generator(s)”) and other Generator(s) (“Non-NEM Generator(s)”). NEM Generators can consist of any of the following technologies: solar, wind, biogas digester or fuel cell.
- 1.2 This Agreement provides for Producer to operate the NEM Generator(s) pursuant to the provisions of Section 2827, 2827.1, 2827.7 and 2827.8 of the PU Code and the applicable SDG&E tariffs for net energy metering. The Agreement also provides for Producer to operate its Non-NEM Generator(s). This Agreement does not constitute an agreement by SDG&E to provide retail electrical service to Producer. Such arrangements must be made separately between SDG&E and Producer.

**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 SDG&E’s Distribution System, are attached as Appendix A to and made a part of this Agreement.
- 2.2 Generating Facility identification number: \_\_\_\_\_ (Assigned by SDG&E).
- 2.3 SDG&E’s customer electric service account number: \_\_\_\_\_(Assigned by SDG&E).
- 2.4 Name and address used by SDG&E to locate the electric service account(s) used to interconnect the Generating Facility with SDG&E’s Distribution System:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 NEM Generator(s) is (are):

Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ kW  
Other: \_\_\_\_\_ kW

2.5.2 NEM-ST Generator(s) is (are):

Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ kW  
Other: \_\_\_\_\_ kW

2.5.3 Non-NEM Generator(s) is (are): \_\_\_\_\_ kW

2.5.4 **Total Gross** Nameplate Rating of the Generating Facility: \_\_\_\_\_ kW

2.6 The Net Nameplate Rating of the Generating Facility is:

2.6.1 NEM Generator(s) is (are):

Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ kW  
Other: \_\_\_\_\_ kW

2.6.2 NEM-ST Generator(s) is (are):

Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ kW  
Other: \_\_\_\_\_ kW

2.6.3 Non-NEM Generator(s) is (are): \_\_\_\_\_ kW

2.6.4 **Total Net** Nameplate Rating of the Generating Facility: \_\_\_\_\_ kW

2.7 The annual energy production of the Generating Facility is expected to be:

2.7.1 NEM Generator(s) is (are):

Solar: \_\_\_\_\_ kWh  
Wind: \_\_\_\_\_ kWh  
Biogas Digester: \_\_\_\_\_ kWh  
Fuel Cell: \_\_\_\_\_ kWh  
Other: \_\_\_\_\_ kWh

2.7.2 NEM-ST Generator(s) is (are):

Solar: \_\_\_\_\_ kWh  
Wind: \_\_\_\_\_ kWh  
Biogas Digester: \_\_\_\_\_ kWh  
Fuel Cell: \_\_\_\_\_ kWh  
Other: \_\_\_\_\_ kWh

2.7.3 Non-NEM Generator(s) is (are): \_\_\_\_\_ kWh

2.7.4 **Total annual energy** production of the  
Generating Facility: \_\_\_\_\_ kWh

2.8 The maximum level of power that may be exported by the Generating Facility to  
SDG&E's Distribution System is expected to be:

2.8.1 NEM Generator(s) is (are):

Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ kW  
Other: \_\_\_\_\_ kW

2.8.2 NEM-ST Generator(s) is (are):

Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ kW  
Other: \_\_\_\_\_ kW

2.8.3 Non-NEM Generator(s) is (are): \_\_\_\_\_ kW

2.8.4 **Total maximum level of power** that may be exported by the  
Generating Facility: \_\_\_\_\_ kW

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 For the purpose of securing certain tariff charge exemptions available under the PU Code, Producer hereby declares the following for each Generator of the Generating Facility:

(a) Requirements for "Distributed Energy Resource Generation" as such term is used in Section 353.1 of the PU Code

Solar:	<u>does meet</u>	<u>does not meet</u>
Wind:	<u>does meet</u>	<u>does not meet</u>
Biogas Digester:	<u>does meet</u>	<u>does not meet</u>
Fuel Cell:	<u>does meet</u>	<u>does not meet</u>
Non-NEM Generator:	<u>does meet</u>	<u>does not meet</u>

(b) Requirements for "Cogeneration" as such term is used in Section 216.6 of the PU Code does meet does not meet

### 3. DOCUMENTS INCLUDED

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 (Provided by Producer)
- Appendix B - Copy of SDG&E's Electric Rule 2 and Rule 21
- Appendix C - A copy of an agreement addressing interconnection facility financing and ownership (When applicable)
- Appendix D - Producer's warranty that the Generating Facility meets the requirements for a "Cogeneration facility" pursuant to Section 216.6 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 SDG&E's Schedule NEM-BIO 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 - (When Applicable) Operating Requirements for Energy Storage Device(s).
- Appendix I - (When Applicable) Eligible Fuel Cell Customer-Generator Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard has been Established.

#### 4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 16 of this Agreement. 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 SDG&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 SDG&E provides written Notice pursuant to Section 9 of this Agreement to the other Party of Producer or SDG&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. SDG&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 tariffs 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 SDG&E's ability or obligation to perform SDG&E's duties under this Agreement; or,
  - (b) Unless otherwise agreed in writing by the Parties, Producer fails to take all corrective actions specified in SDG&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 2.7 of this Agreement as the Generating Facility's expected date of Initial Operation; or,
  - (d) Producer abandons the Generating Facility. SDG&E shall deem the Generating Facility to be abandoned if SDG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to SDG&E's 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.
- 4.3 Notwithstanding any other provisions of this Agreement, SDG&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 OPERATION

- 5.1 Producer is responsible for operating the Generating Facility in compliance with all of SDG&E's tariffs, including but not limited to SDG&E's Rule 21, and any other regulations and laws governing the Interconnection of the Generating Facility.
- 5.2 Except for that energy delivered to SDG&E's Distribution System the electric energy produced by Producer's Generating Facility shall be used to serve electrical loads connected to the electric service account that SDG&E uses to interconnect Producer's Generating Facility. 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.
- 5.3 In no event shall the delivery of the maximum electric power to SDG&E's Distribution System exceed the amount or other limitations specified in Section 2. and Appendix A, hereto. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in Section 2. and Appendix A, SDG&E may require Producer to disconnect its Generating Facility from SDG&E's Distribution System until Producer demonstrates to SDG&E's sole satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to SDG&E. Further, should SDG&E determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting SDG&E's ability to utilize its Distribution System in any manner, even if Producer's deliveries of electric power to SDG&E's Distribution System are within the limitations specified in Section 2. and Appendix A, SDG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to SDG&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 SDG&E's Distribution System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and SDG&E may initiate termination in accordance with the terms of Section 4.2(b).
- 5.4 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 SDG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 5.5 Customer-Generator shall not commence parallel operation of the Generating Facility until SDG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following SDG&E's receipt of: (1) a completed Generating Facility Interconnection Application (Form 142-05203), including all supporting documents and payments as described in the Application; (2) a signed and completed Interconnection Agreement (Form 142-02760 or, for NEM / non-NEM Generating Facility export, Form 117-2160); 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. SDG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify SDG&E at least five (5) business days prior to the initial testing.
- 5.4 Producer shall not deliver reactive power to SDG&E's Distribution System unless the Parties have agreed otherwise in writing.
- 5.5 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with SDG&E's

Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.

- 5.6 If Producer's Generating Facility includes an energy storage device, Distribution Provider may provide requirements that must be met by the Producer prior to initiating parallel operation with SDG&E's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix H of this Agreement.

## **6. INTERCONNECTION FACILITIES**

- 6.1 Producer and/or SDG&E, as appropriate, shall provide Interconnection Facilities that adequately protect SDG&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 SDG&E's Rule 21, or any other tariff approved by the Commission, require SDG&E to own and operate a portion of the Interconnection Facilities, Producer and SDG&E shall promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This 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 SDG&E's administration and billing pursuant to SDG&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.

## **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 SDG&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 SDG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that SDG&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 SDG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3 If Producer’s Generating Facility is connected to an account receiving residential service from SDG&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 SDG&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 SDG&E.
- 8.5 Producer agrees to furnish the required certificates and endorsements to SDG&E prior to Initial Operation. SDG&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 SDG&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 is 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 to the following:

**San Diego Gas & Electric Company**  
**Attn: Customer Generation**  
**8316 Century Park Court, 52F**  
**San Diego, CA 92123-1582**



**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 SDG&E: **San Diego Gas & Electric Company**  
**Attn: Customer Generation**  
**8316 Century Park Court, 52F**  
**San Diego, CA 92123-1582**

If to Producer: Producer Name

Attention: \_\_\_\_\_

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.

**10. REVIEW OF RECORDS AND DATA**

- 10.1 SDG&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 SDG&E's Distribution System.
- 10.2 Producer authorizes SDG&E to release to the California Energy Commission ("CEC") and/or the Commission information regarding the Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the generating facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations.

**11. ASSIGNMENT**

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without SDG&E's written consent. Any assignment or delegation Producer makes without SDG&E's written consent shall not be valid. SDG&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 SDG&E's TARIFF SCHEDULES, DEFINED TERMS**

- 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 tariffs applicable to the electric service provided by SDG&E. Copies of such tariffs are available at SDG&E's Internet site: [www.sdge.com](http://www.sdge.com) or by request to SDG&E and are incorporated into this Agreement by this reference.
- 13.4 Notwithstanding any other provisions of this Agreement, SDG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.
- 13.5 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 SDG&E's Rule 1 or Rule 21, Section H. If any term is defined in both Rule 1 and Rule 21, the definition in Rule 21 shall prevail.

**14. AMENDMENTS AND MODIFICATION**

This Agreement can only be amended or modified by a written agreement signed by both Parties. SDG&E shall determine in its sole discretion whether prior Commission approval is required for such amendments or modifications.

**15. ENTIRE AGREEMENT**

This Agreement, including any incorporated tariffs 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 tariffs and rules.

**16. TRANSITION PROVISIONS FOR ELIGIBLE GENERATORS**

**Customers receiving service on a NEM tariff prior to the date that SDG&E reaches its NEM program limit or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in the applicable NEM rate schedule. Additionally, this agreement shall not alter the year of interconnection for the purpose of determining the 20-year transition period.**

**17. 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.

**CUSTOMER NAME**

**SAN DIEGO GAS & ELECTRIC COMPANY**

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

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

**APPENDIX A**

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

**(Provided by Producer)**

## **APPENDIX B**

### **RULES: “2” and “21”**

**(Provided by SDG&E)**

(Note: SDG&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. A copy of Rule 2 has not been provided. A copy may be obtained from SDG&E's website: [www.sdge.com](http://www.sdge.com))

**APPENDIX C  
(When applicable)**

**INTERCONNECTION FACILITIES  
FINANCING AND OWNERSHIP  
AGREEMENT**

**(Provided by SDG&E)**

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

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A "COGENERATION FACILITY" PURSUANT TO SECTION 216.6 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 216.6 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 SDG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement SDG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, SDG&E may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements within 15 business days of SDG&E's request for such evidence. Additionally, SDG&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 SDG&E determines in its sole 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 SDG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the "Cogeneration Status Change").

SDG&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 SDG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. SDG&E shall invoice the Producer's electric service account through which the Generating Facility is Interconnected with SDG&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 SDG&E pursuant to the terms of this warranty, shall be paid to SDG&E within 30 days of Producer's receipt of such invoice.

**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 SDG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement SDG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the DERG Requirements, SDG&E may require Producer to provide evidence that the Generating Facility continues to meet the DERG Requirements within 15 business days of SDG&E's request for such evidence. Additionally, SDG&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 SDG&E determines in its sole 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 SDG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the "DERG Status Change").

SDG&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 SDG&E determines in its sole discretion that the Generating Facility first ceased to meet the DERG Requirements. SDG&E shall invoice the Producer electric service account through which the Generating Facility is Interconnected with SDG&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 SDG&E pursuant to the terms of this warranty, shall be paid to SDG&E within 30 days of Producer's receipt of such invoice.



**APPENDIX F  
(When applicable)**

**LIST OF ELIGIBLE ACCOUNTS  
TO BE INCLUDED IN NET ENERGY METERING CALCULATIONS  
PURSUANT TO SCHEDULE NEM-BIO SPECIAL CONDITION 2**

*(Please provide a copy of a recent billing statements for each of the accounts (if any) to be included in this listing. Indicate the priority order you wish SDG&E to use in applying surplus energy credits.)*

Account Priority <sup>1</sup>	Account Name <sup>2</sup>	Service Address <sup>2</sup>	SDG&E Service Account Number <sup>2</sup>	SDG&E Meter Number <sup>2</sup>	SDG&E TOU Tariff Schedule <sup>2</sup>
1					
2					
3					
4					
5					
6					
7					
8					
9					

Notes:

1. Account Priority: See Special Condition 2, "Load Aggregation," of Schedule NEM-BIO. Accounts are listed in priority designated by Producer to receive excess generation credits. The electric service account described in Section 2.2 of this agreement, should not be included in this listing.
2. Account information as shown on SDG&E billing statement

**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 SDG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement SDG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Eligibility Requirements, SDG&E may require Producer to provide evidence that the Generating Facility continues to meet the Eligibility Requirements within 15 business days of SDG&E's request for such evidence. Additionally, SDG&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 SDG&E determines in its sole 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 SDG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the "Eligibility Status Change").

SDG&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 SDG&E determines in its sole discretion that the Generating Facility first ceased to meet the Eligibility Requirements. SDG&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 SDG&E's Schedule NEM-BIO, Experimental Biogas Net Energy Metering.

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

## APPENDIX H

(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. 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.

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

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

APPENDIX I  
Form 117-2160

Eligible Fuel Cell Customer-Generator Agreement Starting January 1, 2017 Until California Air Resources

Board Emission Standard has been Established.

Starting January 1, 2017, customers applying for service under Schedule NEM-FC, as revised pursuant to Assembly Bill 1637 (2016), agree as follows:

The Customer's Eligible Fuel Cell Electrical Generating Facility must meet the reduction in greenhouse gas emissions standard to be established pursuant to California Public Utilities (PU) Code Section 2827.10.

Since the applicable standards have not yet been released by the California Air Resources Board (ARB) and/or approved as may be needed by the California Public Utilities Commission (CPUC), Customer agrees and understands that its eligibility for service under Schedule NEM-FC is contingent upon its system meeting the new standard within three months of the date the standard becomes available. Specifically, I, Customer, understand and agree that if my Eligible Fuel Cell Electrical Generating Facility does not meet the ARB emission standard I will not be eligible for service under Schedule NEM-FC.

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 all nonbypassable charges applicable to the departing load served by the Eligible Fuel Cell Electrical Generating Facility including, but not limited to,
  - a. Public Purpose Program Charges;
  - b. Nuclear Decommissioning;
  - c. Department of Water Resources Bond Charges; and
  - d. Competition Transition Charge;
  - e. Other charges that the CPUC determines are applicable to the departing load served by the fuel cell
3. I understand that I may be required to take service on standby tariff pursuant to Schedule S and pursuant to PU Code Section 2827.10(f)(2)(A).
4. I further understand that I will not be eligible for service under Schedule NEM-FC and will no longer receive credit for exports to the grid.

**CUSTOMER NAME**

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



San Diego Gas & Electric Company  
San Diego, California

Revised Cal. P.U.C. Sheet No. 28368-E

Canceling Revised Cal. P.U.C. Sheet No. 27986-E

**SAMPLE FORMS**

Sheet 1

FORM 117-2160-A

GENERATING FACILITY INTERCONNECTION AGREEMENT  
(NEM/NON-NEM GENERATING FACILITY EXPORT)  
FEDERAL GOVERNMENT ONLY

(12/16)

(See Attached)

T

1P4

Issued by

Date Filed

Dec 12, 2016

Advice Ltr. No. 3017-E

**Dan Skopec**

Effective \_\_\_\_\_

Decision No. AB 1637

Vice President  
Regulatory Affairs

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



**GENERATING FACILITY INTERCONNECTION AGREEMENT  
(NEM /NEM-ST/NON- NEM GENERATING FACILITY EXPORT)  
(Federal Government Only)**

This Generating Facility Interconnection Agreement (“Agreement”) is entered into by and between \_\_\_\_\_, a \_\_\_\_\_ (“Producer” or “Government”), and San Diego Gas & Electric Company (“SDG&E”), a California Corporation. Producer and SDG&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, PURPOSE, AND RELATED AGREEMENT**

- 1.1 This Agreement provides for Producer to interconnect and operate a Generating Facility in parallel with SDG&E’s Distribution System to serve, primarily, the electrical loads at the location identified in Section 2.4. The eligible Renewable electrical generation facility must generate electricity from a renewable source listed in paragraph (1) of subdivision (a) of Section 25741 of the Public Resources Code and may be of any combination.
- 1.2 This Agreement provides for Producer to operate the NEM Generator(s) pursuant to the provisions of Section 2827, 2827.1, 2827.7 and 2827.8 of the PU Code and the applicable SDG&E tariffs for net energy metering. The Agreement also provides for Producer to operate its Non-NEM Generator(s). This Agreement does not constitute an agreement by SDG&E to provide retail electrical service to Producer. Such arrangements must be made separately between SDG&E and Producer.

**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 SDG&E’s Distribution System, are attached as Appendix A to and made a part of this Agreement.
- 2.2 Generating Facility identification number: \_\_\_\_\_ (Assigned by SDG&E).
- 2.3 SDG&E’s customer electric service account number: \_\_\_\_\_(Assigned by SDG&E).
- 2.4 Name and address used by SDG&E to locate the electric service account(s) used to interconnect the Generating Facility with SDG&E’s Distribution System:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 NEM Generator(s) is (are):

Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ kW  
Other: \_\_\_\_\_ kW

2.5.2 NEM-ST Generator(s) is (are):

Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ kW  
Other: \_\_\_\_\_ kW

2.5.3 Non-NEM Generator(s) is (are): \_\_\_\_\_ kW

2.5.4 **Total Gross** Nameplate Rating of the Generating Facility: \_\_\_\_\_ kW

2.6 The Net Nameplate Rating of the Generating Facility is:

2.6.1 NEM Generator(s) is (are):

Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ kW  
Other: \_\_\_\_\_ kW

2.6.2 NEM-ST Generator(s) is (are):

Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ kW  
Other: \_\_\_\_\_ kW

2.6.3 Non-NEM Generator(s) is (are): \_\_\_\_\_ kW

2.6.4 **Total Net** Nameplate Rating of the Generating Facility: \_\_\_\_\_ kW

2.7 The annual energy production of the Generating Facility is expected to be:

2.7.1 NEM Generator(s) is (are):

Solar: \_\_\_\_\_ kWh  
Wind: \_\_\_\_\_ kWh

Biogas Digester: \_\_\_\_\_ kWh  
Fuel Cell: \_\_\_\_\_ kWh  
Other: \_\_\_\_\_ kWh

2.7.2 NEM-ST Generator(s) is (are):

Solar: \_\_\_\_\_ kWh  
Wind: \_\_\_\_\_ kWh  
Biogas Digester: \_\_\_\_\_ kWh  
Fuel Cell: \_\_\_\_\_ kWh  
Other: \_\_\_\_\_ kWh

2.7.3 Non-NEM Generator(s) is (are): \_\_\_\_\_ kWh

2.7.4 **Total annual energy** production of the  
Generating Facility: \_\_\_\_\_ kWh

2.8 The maximum level of power that may be exported by the Generating Facility to  
SDG&E's Distribution System is expected to be:

2.8.1 NEM Generator(s) is (are):

Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ kW  
Other: \_\_\_\_\_ kW

2.8.2 NEM-ST Generator(s) is (are):

Solar: \_\_\_\_\_ kW  
Wind: \_\_\_\_\_ kW  
Biogas Digester: \_\_\_\_\_ kW  
Fuel Cell: \_\_\_\_\_ kW  
Other: \_\_\_\_\_ kW

2.8.3 Non-NEM Generator(s) is (are): \_\_\_\_\_ kW

2.8.4 **Total maximum level of power** that may be exported by the  
Generating Facility: \_\_\_\_\_ kW

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 For the purpose of securing certain tariff charge exemptions available under the PU Code, Producer hereby declares the following for each Generator of the Generating Facility:

(a) Requirements for "Distributed Energy Resource Generation" as such term is used in Section 353.1 of the PU Code

Solar:	<u>does meet</u>	<u>does not meet</u>
Wind:	<u>does meet</u>	<u>does not meet</u>
Biogas Digester:	<u>does meet</u>	<u>does not meet</u>
Fuel Cell:	<u>does meet</u>	<u>does not meet</u>
Non-NEM Generator:	<u>does meet</u>	<u>does not meet</u>

(b) Requirements for "Cogeneration" as such term

is used in Section 218.5 of the PU Code does meet does not meet

### 3. DOCUMENTS INCLUDED

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 (Provided by Producer)
- Appendix B - Copy of SDG&E's Electric Rule 2 and Rule 21
- Appendix C - A copy of an agreement addressing interconnection facility financing and ownership (When applicable)
- 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 - (When Applicable) Operating Requirements for Energy Storage Device(s).
- Appendix G - (When Applicable) Eligible Fuel Cell Customer-Generator Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard has been Established

### 4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 17 of this Agreement. 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 SDG&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 SDG&E provides written Notice pursuant to Section 10 of this Agreement to the other Party of Producer or SDG&E's intent to terminate this Agreement.
  - (d) The termination of the statutory or regulatory authority for the NEM program.
  - (e) Ten (10) years after the effective date of this Agreement.
- 4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. SDG&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 tariffs 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 SDG&E's ability or obligation to perform SDG&E's duties under this Agreement; or,
  - (b) Unless otherwise agreed in writing by the Parties, Producer fails to take all corrective actions specified in SDG&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 of this Agreement as the Generating Facility's expected date of Initial Operation; or,
  - (d) Producer abandons the Generating Facility. SDG&E shall deem the Generating Facility to be abandoned if SDG&E determines, in its reasonable opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to SDG&E's 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.
- 4.3 Notwithstanding any other provisions of this Agreement, SDG&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. ACCESS TO PREMISES**

SDG&E may enter Producer's premises at all reasonable hours without notice to Producer for the following purposes:

- (a) To inspect Producer's protective devices and read or test meter(s); and
- (b) To disconnect the Generating Facility and/or service to Producer's whenever in SDG&E's sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, SDG&E's facilities, or property of others from damage or interference caused by the Generating Facility, or the absence or failure of properly operating protective devices.

SDG&E will make prior arrangements with the Producer for gaining emergency access to Producer's premises by obtaining keys to a lock box or a padlock or by making other mutually agreeable arrangements.

## **6. GENERATING FACILITY OPERATION**

- 6.1 Producer is responsible for operating the Generating Facility in compliance with all of SDG&E's tariffs, including but not limited to SDG&E's Rule 21, and any other regulations and laws governing the Interconnection of the Generating Facility.
- 6.2 Except for that energy delivered to SDG&E's Distribution System the electric energy produced by Producer's Generating Facility shall be used to serve electrical loads connected to the electric service account that SDG&E uses to interconnect Producer's Generating Facility. 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.
- 6.3 In no event shall the delivery of the maximum electric power to SDG&E's Distribution System exceed the amount or other limitations specified in Section 2. and Appendix A, hereto. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in Section 2. and Appendix A, SDG&E may require Producer to disconnect its Generating Facility from SDG&E's Distribution System until Producer demonstrates to SDG&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 SDG&E. Further, should SDG&E determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting SDG&E's ability to utilize its Distribution System in any manner, even if Producer's deliveries of electric power to SDG&E's Distribution System are within the limitations specified in Section 2. and Appendix A, SDG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to SDG&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 SDG&E's Distribution System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and SDG&E may initiate termination in accordance with the terms of Section 4.2(b).
- 6.4 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facility 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 Facility. Customer-Generator shall reimburse SDG&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. The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-2680).
- 6.5 Customer-Generator shall not commence parallel operation of the Generating Facility until SDG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following SDG&E's receipt of: (1) a completed Generating Facility Interconnection Application (Form 142-05203), including all supporting documents and payments as described in the Application; (2) a signed and completed Interconnection Agreement (Form 142-02760-A or, for NEM / non-NEM Generating Facility export, Form 117-2160-A); 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. SDG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify SDG&E at least five (5) business days prior to the initial testing.
- 6.6 Producer shall not deliver reactive power to SDG&E's Distribution System unless the Parties have agreed otherwise in writing.
- 6.7 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with SDG&E's

Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.

- 6.8 If Producer's Generating Facility includes an energy storage device, Distribution Provider may provide requirements that must be met by the Producer prior to initiating parallel operation with SDG&E's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix F of this Agreement.

## **7. INTERCONNECTION FACILITY**

- 7.1 Producer and/or SDG&E, as appropriate, shall provide an Interconnection Facility that adequately protects SDG&E's Distribution System, personnel, and other persons from damage or injury which may be caused by the operation of Producer's Generating Facility.
- 7.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facility that Producer owns.
- 7.3 If the provisions of SDG&E's Rule 21, or any other tariff approved by the Commission, require SDG&E to own and operate a portion of the Interconnection Facility, Producer and SDG&E shall promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facility. This agreement shall be attached to and made a part of this Agreement as Appendix C.
- 7.4 The Interconnection Facility may include Net Generation Output Metering for determination of standby charges and applicable non-bypassable charges, and/or other meters required for SDG&E's administration and billing pursuant to SDG&E's tariffs for net energy metering.

## **8. LIABILITY**

- 8.1 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 determined in accordance with applicable law. Neither Party shall be liable to the other Party for consequential damages incurred by that Party.
- 8.2 If the Government has limited or restricted SDG&E's access to the Generating Facility or Interconnection Facilities and thereby unreasonably interfered with SDG&E's ability to correct dangerous situations which are a threat to public safety or SDG&E's personnel safety, SDG&E shall be excused from any contractual obligations that are impacted by the Government's limitation or restriction on access and the Government shall be responsible for any liability resulting from such limited or restricted access to the extent permitted by law and authorized by appropriations.
- 8.3 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.
- 8.4 Producer shall be responsible for protecting its Generating Facility and its Interconnection Facilities from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of SDG&E's facilities, and SDG&E shall not be liable for any damage so caused.

8.5 Notwithstanding Paragraphs 8.1 – 8.4 of this Agreement, the liability, if any, of the Government relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346, and 2671-2680). Subject to applicable Federal, State and local law, each Party's liability to the other 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 damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.

**9. INSURANCE [INTENTIONALLY LEFT BLACK]**

**10. NOTICES**

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

If to SDG&E: **San Diego Gas & Electric Company**  
**Attn: Customer Generation**  
**8316 Century Park Court**  
**San Diego, CA 92123 - 1582**

**Phone: (619) 696-2000**

If to Producer: Producer Name

Attention: \_\_\_\_\_

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

City: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

10.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 10.1.

10.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

**11. REVIEW OF RECORDS AND DATA**

- 11.1 SDG&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 SDG&E's Distribution System.
- 11.2 Producer authorizes SDG&E to release to the California Energy Commission ("CEC") and/or the Commission information regarding the Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the generating facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations.

**12. ASSIGNMENT**

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

**13. NON-WAIVER**

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

**14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF SDG&E's TARIFF SCHEDULES, DEFINED TERMS**

- 14.1 Matters involving the interpretation of tariffed retail rates, tariff rate schedules, and tariffed terms provided under this Agreement are subject to the jurisdiction and regulation of the California Public Utilities Commission except to the extent that same are determined to be preempted by Federal law.
- 14.2 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.
- 14.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by SDG&E. Copies of such tariffs are available at SDG&E's Internet site: [www.sdge.com](http://www.sdge.com) or by request to SDG&E and are incorporated into this Agreement by this reference.
- 14.4 Notwithstanding any other provisions of this Agreement, SDG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.
- 14.5 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 SDG&E's Rule 1 or Rule 21, Section H. If any term is defined in both Rule 1 and Rule 21, the definition in Rule 1 shall prevail.

**15. AMENDMENTS AND MODIFICATION**

This Agreement can only be amended or modified by a written agreement signed by both Parties. SDG&E shall determine in its reasonable discretion whether prior Commission approval is required for such amendments or modifications.

**16. ENTIRE AGREEMENT**

This Agreement, including any incorporated tariffs 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 tariffs and rules.

**17. TRANSITION PROVISIONS FOR ELIGIBLE GENERATORS**

**Customers receiving service on a NEM tariff prior to the date that SDG&E reaches its NEM program limit or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in the applicable NEM rate schedule. Additionally, this agreement shall not alter the year of interconnection for the purpose of determining the 20-year transition period.**

**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.

<b>CUSTOMER NAME</b>	
By: _____	
Name _____	
Title: _____	
Date: _____	
_____	

<b>SAN DIEGO GAS &amp; ELECTRIC COMPANY</b>
By: _____
Name: _____
Title: _____
Date: _____

**APPENDIX A**

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

**(Provided by Producer)**



## **APPENDIX B**

### **RULES: “2” and “21” (Provided by SDG&E)**

(Note: SDG&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. A copy of Rule 2 has not been provided. A copy may be obtained from SDG&E’s website: [www.sdge.com](http://www.sdge.com))

**APPENDIX C**  
**(When applicable)**

**INTERCONNECTION FACILITY**  
**FINANCING AND OWNERSHIP**  
**AGREEMENT**

**(Provided by SDG&E)**

**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 SDG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement SDG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, SDG&E may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements within 20 business days of SDG&E's request for such evidence. Additionally, SDG&E will give 10 business days notice to 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 SDG&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 SDG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the "Cogeneration Status Change").

SDG&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 SDG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. SDG&E shall invoice the Producer's electric service account through which the Generating Facility is Interconnected with SDG&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 SDG&E pursuant to the terms of this warranty, shall be paid to SDG&E within 30 days of Producer's receipt of such invoice.

**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 SDG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement SDG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the DERG Requirements, SDG&E may require Producer to provide evidence that the Generating Facility continues to meet the DERG Requirements within 20 business days of SDG&E's request for such evidence. Additionally, SDG&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 SDG&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 SDG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the "DERG Status Change"). SDG&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 SDG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the DERG Requirements. SDG&E shall invoice the Producer electric service account through which the Generating Facility is Interconnected with SDG&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 SDG&E pursuant to the terms of this warranty, shall be paid to SDG&E within 30 days of Producer's receipt of such invoice.

**APPENDIX F**

(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. 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.

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

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

**APPENDIX G**  
Form 117-2160-A

Eligible Fuel Cell Customer-Generator Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard has been Established **and Approved by the CPUC as Needed.**

Starting January 1, 2017, customers applying for service under Schedule NEM-FC, as revised pursuant to Assembly Bill 1637 (2016), agree as follows:

The Customer's Eligible Fuel Cell Electrical Generating Facility must meet the reduction in greenhouse gas emissions standard to be established pursuant to California Public Utilities (PU) Code Section 2827.10.

Since the applicable standards have not yet been released by the California Air Resources Board (ARB) and/or approved as may be needed by the California Public Utilities Commission (CPUC), Customer agrees and understands that its eligibility for service under Schedule NEM-FC is contingent upon its system meeting the new standard within three months of the date the standard becomes available. Specifically, I, Customer, understand and agree that if my Eligible Fuel Cell Electrical Generating Facility does not meet the ARB emission standard I will not be eligible for service under Schedule NEM-FC.

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 all nonbypassable charges applicable to the departing load served by the Eligible Fuel Cell Electrical Generating Facility including, but not limited to,
  - a. Public Purpose Program Charges;
  - b. Nuclear Decommissioning;
  - c. Department of Water Resources Bond Charges; and
  - d. Competition Transition Charge;
  - e. Other charges that the CPUC determines are applicable to the departing load served by the fuel cell
3. I understand that I may be required to take service on standby tariff pursuant to Schedule S and pursuant to PU Code Section 2827.10(f)(2)(A).
4. I further understand that I will not be eligible for service under Schedule NEM-FC and will no longer receive credit for exports to the grid.

**CUSTOMER NAME**

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



San Diego Gas & Electric Company  
San Diego, California

Revised Cal. P.U.C. Sheet No. 28369-E

Canceling Revised Cal. P.U.C. Sheet No. 24928-E

**SAMPLE FORMS**

Sheet 1

FORM 142-02762

Fuel Cell Generating Facility Net Energy Metering  
and Interconnection Agreement

(12/16)

(See Attached Form)

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1P4

Issued by

Date Filed

Dec 12, 2016

Advice Ltr. No. 3017-E

**Dan Skopec**

Effective \_\_\_\_\_

Decision No. AB 1637

Vice President  
Regulatory Affairs

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



**SAN DIEGO GAS & ELECTRIC COMPANY  
FUEL CELL GENERATING FACILITY NET ENERGY METERING  
AND INTERCONNECTION AGREEMENT**

This Fuel Cell Generating Facility Net Energy Metering and Interconnection Agreement (“Agreement”) is entered into by and between (*Producer’s Name*) a (*form of entity & state of registration*) (“Producer”), and San Diego Gas & Electric Company (“SDG&E”), a California corporation. Producer and SDG&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 an Eligible Fuel Cell Electrical Generating Facility, as defined section 2827.10 of the California Public Utilities Code (“Generating Facility”), in parallel with SDG&E’s Distribution System to serve the electrical loads at the location identified in Section 2.2, below.

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 SDG&E’s Distribution System are attached as Appendix A and made a part of this Agreement.

2.2 Name and address used by SDG&E to locate the Electric Service Account(s) used to interconnect the Generating Facility with SDG&E’s Distribution System:

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

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

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

2.3 Generating Facility identification number: \_\_\_\_\_ (Assigned by SDG&E)

2.4 Producer’s electric service account number: \_\_\_\_\_ (Assigned by SDG&E)

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

2.6 The Net Nameplate Rating of the Generating Facility is \_\_\_\_\_ kW.

2.7 The annual energy production of the Generating Facility is expected to be \_\_\_\_\_ kWh.

2.8 The annual amount of surplus energy to be delivered to SDG&E’s Distribution System is expected to be \_\_\_\_\_ kWh.

2.9 The maximum (instantaneous) level of power that may be delivered to SDG&E’s Distribution System is \_\_\_\_\_ kW.

2.10 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.

2.11 Producer hereby declares that the Generating Facility meets the requirements for an “Eligible Fuel Cell Electrical Generating Facility”, as defined in Section 2827.10 of the California Public Utilities Code.



3. METERING AND BILLING:

Metering requirements and billing procedures shall be set forth in the rate schedule(s) applicable to the electric service account assigned to the location where the Generating Facility is connected.

4. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES:

4.1 SDG&E may require Producer to interrupt or reduce the output of its Generating Facility under the following circumstances:

- (a) Whenever SDG&E deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
- (b) Whenever SDG&E determines in its sole judgment, that curtailment, interruption, or reduction of Producer's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

4.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time SDG&E determines the continued parallel operation of the Generating Facility may endanger the public or SDG&E personnel, or affect the integrity of SDG&E's electric system or the quality of electric service provided to other customers, SDG&E shall have the right to require the Generating Facility to be immediately disconnected from SDG&E's electric system. The Generating Facility shall remain disconnected until such time as SDG&E is satisfied, in its sole judgment, that the condition(s) causing such disconnection have ended or have been corrected.

4.3 Whenever feasible, SDG&E shall give Producer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

4.4 Electrical energy and capacity provided to Producer during periods of curtailment or interruption of the output of the Generating Facility shall be provided pursuant to the terms of the rate schedule(s) applicable to the electric service account to which the Generating Facility is connected.

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 17 of this Agreement. 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 SDG&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 SDG&E provides written Notice pursuant to Section 10 of this Agreement to the other Party of Producer's or SDG&E's intent to terminate this Agreement.

5.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. SDG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

SAN DIEGO GAS & ELECTRIC  
FUEL CELL GENERATING FACILITY NET ENERGY METERING  
AND INTERCONNECTION AGREEMENT

- (a) A change in applicable tariffs as approved or directed by the California Public Utilities Commission (CPUC) or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects SDG&E's ability or obligation to perform SDG&E's duties under this Agreement; or,
  - (b) Unless otherwise agreed in writing by the Parties, Producer fails to take all corrective actions specified in SDG&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 2.10 of this Agreement as the Generating Facility's expected date of Initial Operation; or,
  - (d) Producer abandons the Generating Facility. SDG&E shall deem the Generating Facility to be abandoned if SDG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to SDG&E's 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.
- 5.3 Notwithstanding any other provisions of this Agreement, SDG&E shall have the right to unilaterally file with the CPUC, pursuant to the CPUC'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 OPERATION

Producer will operate the Generating Facility consistent with the requirements as specified in Rule 21 or Schedule NEM-FC, or such superseding applicable tariffs as the CPUC may from time to time order.

7. INTERCONNECTION FACILITIES

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

8. INDEMNITY AND LIABILITY:

- 8.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including retained or in-house attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or (b) the making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.

SAN DIEGO GAS & ELECTRIC  
FUEL CELL GENERATING FACILITY NET ENERGY METERING  
AND INTERCONNECTION AGREEMENT

- 8.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees, which may be incurred by the other Party in enforcing this indemnity.
- 8.3 The provisions of this Section 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.
- 8.4 Except as otherwise provided in Section 8.1 neither Party shall be liable to the other Party for consequential damages incurred by that Party.
- 8.5 Nothing in this Agreement shall create any duty, any standard of care with reference to, or any liability to any person who is not a party to it.
- 8.6 Notwithstanding the provisions of Section 7.1, Customer shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances of faults caused by the operation, faulty operation, or non-operation of SDG&E's facilities, and SDG&E shall not be liable for any such damage so caused.

9. INSURANCE

- 9.1 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 SDG&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."

- 9.2 The general liability insurance required in Section 9.1 shall, by endorsement to the policy or policies, (a) include SDG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that SDG&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 SDG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 9.3 If Producer's Generating Facility is connected to an account receiving residential service from SDG&E and the requirement of Section 9.2(a) prevents Producer from obtaining the insurance required in Section 9.1, then upon Producer's written Notice to SDG&E in accordance with Section 10.1, 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 SDG&E.
- 9.5 Producer agrees to furnish the required certificates and endorsements to SDG&E prior to Initial Operation. SDG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 9.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 9.1 through 9.4:

SAN DIEGO GAS & ELECTRIC  
FUEL CELL GENERATING FACILITY NET ENERGY METERING  
AND INTERCONNECTION AGREEMENT

- (a) Producer shall provide to SDG&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 Producer ceases to self-insure to the level required hereunder, or if Producer is unable to provide continuing evidence of Producer's ability to self-insure, Producer 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:

San Diego Gas & Electric Company  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_

10. NOTICES

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

If to SDG&E: San Diego Gas & Electric Company  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_  
FAX: ( ) \_\_\_\_\_

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

10.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 10.1.

10.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

11. REVIEW OF RECORDS AND DATA

11.1 SDG&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 SDG&E's Distribution System.

11.2 Producer authorizes SDG&E to release to the California Energy Commission (CEC) and/or the CPUC information regarding the Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the generating facility, as requested from time to time pursuant to the CEC's or CPUC's rules and regulations.

12. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT:

- 12.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.
- 12.2 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.
- 12.3 This Agreement shall supersede any existing agreement under which Producer is currently operating the Generating Facility identified in Section 2.2, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.
- 12.4 This Agreement 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.
- 12.5 Neither Party shall voluntarily assign this Agreement or any of its rights or duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld. Any such assignment or delegation made without such written consent shall be null and void.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF SDG&E TARIFF SCHEDULES, DEFINED TERMS

- 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 CPUC 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 tariffs applicable to the electric service provided by SDG&E. Copies of such tariffs are available at SDG&E's Internet site: [www.sdge.com/regulatory](http://www.sdge.com/regulatory) or by request to SDG&E and are incorporated into this Agreement by this reference.
- 13.4 Notwithstanding any other provisions of this Agreement, SDG&E shall have the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.

14. DOCUMENTS INCLUDED

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
- Appendix B - Interconnection Facility Financing and Ownership Agreement
- Appendix C - Schedule NEM-FC, Net Energy Metering for Fuel Cell Customer-Generators
- Appendix D - Producer's warranty that the Generating Facility meets the requirements for an "Eligible Fuel Cell Electrical Generating Facility" as defined in Section 2827.10 of the California Public Utilities Code.
- Appendix E - List of eligible Time-of-Use metered service accounts to be aggregated
- Appendix F - Eligible Fuel Cell Customer-Generator Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard has been Established

SAN DIEGO GAS & ELECTRIC  
FUEL CELL GENERATING FACILITY NET ENERGY METERING  
AND INTERCONNECTION AGREEMENT

15. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. SDG&E shall determine in its sole discretion whether prior CPUC approval is required for such amendments or modifications.

16. ENTIRE AGREEMENT

This Agreement, including any incorporated rate 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 tariffs and rules.

17. TRANSITION PROVISIONS FOR ELIGIBLE GENERATORS

Customers receiving service on the current NEM tariffs prior to the date that SDG&E reaches its NEM program limit or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in the applicable NEM rate schedule

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.

**PRODUCER'S NAME**

**SAN DIEGO GAS & ELECTRIC COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

SAN DIEGO GAS & ELECTRIC  
FUEL CELL GENERATING FACILITY NET ENERGY METERING  
AND INTERCONNECTION AGREEMENT

APPENDIX A

DESCRIPTION OF GENERATING FACILITY  
AND SINGLE-LINE DIAGRAM

(Provided by Producer)

SAN DIEGO GAS & ELECTRIC  
FUEL CELL GENERATING FACILITY NET ENERGY METERING  
AND INTERCONNECTION AGREEMENT

APPENDIX B  
(If Applicable)

INTERCONNECTION FACILITIES FINANCING  
AND OWNERSHIP AGREEMENT

(Provided by SDG&E)



APPENDIX C

SCHEDULE NEM-FC  
NET ENERGY METERING FOR FUEL CELL CUSTOMER-GENERATORS  
(Provided by SDG&E)

APPENDIX D

PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS  
AN ELIGIBLE FUEL CELL ELECTRICAL GENERATING FACILITY  
PURSUANT TO SECTION 2827.10 OF THE CALIFORNIA PUBLIC UTILITIES CODE

Producer has declared that the Generating Facility meets the requirements for an "Eligible Fuel Cell Electrical Generating Facility", as defined in Section 2827.10 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 SDG&E with Notice of such change pursuant to Section 10.1 of the Agreement. If at any time during the term of this Agreement SDG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Eligibility Requirements, SDG&E may require Producer to provide evidence that the Generating Facility continues to meet the Eligibility Requirements within 15 business days of SDG&E's request for such evidence. Additionally, SDG&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 SDG&E determines in its sole 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 SDG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the "Eligibility Status Change").

SDG&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 10.1 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 SDG&E determines in its sole discretion that the Generating Facility first ceased to meet the Eligibility Requirements. SDG&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 SDG&E's Schedule NEM-FC, Net Energy Metering for Fuel Cell Customer-Generators.

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

SAN DIEGO GAS & ELECTRIC  
FUEL CELL GENERATING FACILITY NET ENERGY METERING  
AND INTERCONNECTION AGREEMENT

APPENDIX E  
(if applicable)

LIST OF ELIGIBLE LOAD AGGREGATION SERVICE ACCOUNTS  
TO INCLUDE IN NET ENERGY METERING CALCULATIONS

APPENDIX F  
Form 142-02762

Eligible Fuel Cell Customer-Generator Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard has been Established  
**and Approved by the CPUC as Needed.**

Starting January 1, 2017, customers applying for service under Schedule NEM-FC, as revised pursuant to Assembly Bill 1637 (2016), agree as follows:

The Customer's Eligible Fuel Cell Electrical Generating Facility must meet the reduction in greenhouse gas emissions standard to be established pursuant to California Public Utilities (PU) Code Section 2827.10.

Since the applicable standards have not yet been released by the California Air Resources Board (ARB) and/or approved as may be needed by the California Public Utilities Commission (CPUC), Customer agrees and understands that its eligibility for service under Schedule NEM-FC is contingent upon its system meeting the new standard within three months of the date the standard becomes available. Specifically, I, Customer, understand and agree that if my Eligible Fuel Cell Electrical Generating Facility does not meet the ARB emission standard I will not be eligible for service under Schedule NEM-FC.

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 all nonbypassable charges applicable to the departing load served by the Eligible Fuel Cell Electrical Generating Facility including, but not limited to,
  - a. Public Purpose Program Charges;
  - b. Nuclear Decommissioning;
  - c. Department of Water Resources Bond Charges; and
  - d. Competition Transition Charge;
  - e. Other charges that the CPUC determines are applicable to the departing load served by the fuel cell
3. I understand that I may be required to take service on standby tariff pursuant to Schedule S and pursuant to PU Code Section 2827.10(f)(2)(A).
4. I further understand that I will not be eligible for service under Schedule NEM-FC and will no longer receive credit for exports to the grid.

**PRODUCER'S NAME**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



**TABLE OF CONTENTS**

The following sheets contain all the effective rates and rules affecting rates, service and information relating thereto, in effect on the date indicated herein.

	<u>Cal. P.U.C. Sheet No</u>
TITLE PAGE.....	16015-E
TABLE OF CONTENTS.....	28370, 28123, 27839, 27927, 28371, 27929, 28120-E 27993, 28372, 28373, 27995, 28247, 26298-E
<b>PRELIMINARY STATEMENT:</b>	
I. General Information.....	8274, 26126, 22140-E
<b>II. <u>Balancing Accounts</u></b>	
Description/Listing of Accounts	19402, 28122-E
California Alternate Rates for Energy (CARE) Balancing Account.....	26553, 26554-E
Rewards and Penalties Balancing Account (RPBA).....	21643, 22802-E
Transition Cost Balancing Account (TCBA).....	22803, 19411, 22804, 22805, 19414-E
Post-1997 Electric Energy Efficiency Balancing Account (PEEEBA).....	19415, 19416-E
Research, Development and Demonstration (RD&D) Balancing Account.....	19417, 19418-E
Renewables Balancing Account (RBA).....	19419, 19420-E
Tree Trimming Balancing Account (TTBA).....	19421, 19422-E
Baseline Balancing Account (BBA).....	21377, 19424-E
EI Paso Turned-Back Capacity Balancing Account (EPTCBA).....	19425-E
Energy Resource Recovery Account (ERRA).....	26358, 26359, 26360, 26361, 25570, 25571-E
Low-Income Energy Efficiency Balancing Account (LIEEBA).....	19431, 19432-E
Non-Fuel Generation Balancing Account (NGBA).....	25572-75-E
Electric Procurement Energy Efficiency Balancing Account (EPEEBA).....	19438-E
Common Area Balancing Account (CABA).....	19439-E
Nuclear Decommissioning Adjustment Mechanism (NDAM).....	22811-E
Pension Balancing Account (PBA).....	19441, 19442-E
Post-Retirement Benefits Other Than Pensions Balancing Account (PBOPBA).....	19443, 19444-E
Community Choice Aggregation Implementation Balancing Account (CCAIBA).....	19445-E

T  
T

(Continued)



**TABLE OF CONTENTS**

<u>SCHEDULE NO.</u>	<u>SERVICE</u>	<u>CAL. P.U.C. SHEET NO.</u>
	<u>Lighting Rates</u>	
LS-1	Lighting - Street and Highway – Utility-Owned Installations .....	27002 27003, 27004, 12626, 12627, 12628-E 21439-E
LS-2	Lighting - Street and Highway – Customer-Owned Installations .....	27005 27006, 27007, 27008, 27009, 22362-E 22363, 22364-E
LS-3	Lighting - Street and Highway - Customer-Owned Installations .....	27010, 14943, 21441-E
OL-1	Outdoor Area Lighting Service .....	27011, 20280, 21442-E
OL-2	Outdoor Area Lighting Service Metered – Customer- Owned Installation .....	27012, 21444, 21445-E
DWL	Residential Walkway Lighting.....	27013, 21450-E
	<u>Miscellaneous</u>	
PA	Power – Agricultural .....	27014, 26507, 26508-E
TOU-PA	Power - Agricultural Time of Use Service .....	27015, 27016, 26511, 26512-E
PA-T-1	Power – Agricultural – Optional Time-of-Use .....	27017, 27018, 27019, 27072, 27073, 26518-19-E
S	Standby Service .....	27020, 18256, 21453-E
S-I	Standby Service – Interruptible .....	17678, 6085, 6317-E
SE	Service Establishment Charge .....	18651, 11594-E
DA	Transportation of Electric Power for Direct Access Customers .....	17679, 14953, 14954, 21894, 15111, 16976-E 21454, 21895-E
ND	UDC Meter Services for Non-Direct Access Customers .....	17892, 11850, 11851, 21455, 16427-E
E-Depart	Departing Load Nonbypassable ND & PPP Charges .....	18385-E, 18386-E
BIP	Base Interruptible Program .....	22951, 22952, 23042, 22954, 22955-E
OBMC	Optional Binding Mandatory Curtailment Plan.....	14625, 15198, 14627, 21948-21951-E
PEVSP	Plug-in Electric Vehicle Submetering Pilot (Phase 1) .....	25237, 25378, 25239, 25379, 25241-E
PEVSP2	Plug-in Electric Vehicle Submetering Pilot (Phase 2) .....	27637, 27638, 28240, 28241, 27641-E
SLRP	Scheduled Load Reduction Program .....	14584, 22957, 22958, 14587, 18367-E
RBRP	Rolling Blackout Reduction Program.....	18259, 18260, 20546, 18262-E
DBP	Demand Bidding Program .....	25218, 23478, 23479, 25219-E
DBP-DA	Demand Bidding - Day Ahead (US Navy).....	25220, 25221, 23630, 23631-E
NEM	Net Energy Metering .....	25272, 25273, 25274, 25275, 25276, 25277-E 25278, 25279, 25280, 25281, 25282, 25283-E 25284, 25285, 25286, 25287, 25288, 25289-E
NEM-FC	Net Energy Metering for Fuel Cell Customer Generators.....	28365, 23437, 23438, 23439, 23440, 23441-E 23442, 23442, 28366-E
E-PUC	Surcharge to Fund Public Utilities Commission Reimbursement Fee.....	15214-E
DWR-BC	Department of Water Resources Bond Charge.....	27021-E
DA-CRS	Direct Access Cost Responsibility Surcharge.....	21812, 27045, 27046, 27047, 27048-E
CGDL-CRS	Customer Generation Departing Load Cost Responsibility Surcharge.....	27487, 19582, 18583, 18584, 18391-E
CCA	Transportation of Electric Power, For Community Choice Aggregation Customers.....	17894, 17895, 17896, 17897-E
CCA-CRS	Community Choice Aggregation Cost Responsibility Surcharge.....	27049, 21817-E
CCA-INFO	Information Release to Community Choice Providers.....	22783, 17858, 22784, 17860-E
CBP	Capacity Bidding Program .....	25207, 25781, 25209, 25210, 25211, 25212-E 25213, 25214, 25215, 25216, 25217-E
UM	Unmetered Electric Service .....	27022, 19337, 19338-E

T  
T

(Continued)

5P4

Advice Ltr. No. 3017-E

Decision No. AB 1637

Issued by  
**Dan Skopec**  
Vice President  
Regulatory Affairs

Date Filed Dec 12, 2016

Effective \_\_\_\_\_

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



**TABLE OF CONTENTS**

SAMPLE FORMS

<u>Form No.</u>	<u>Date</u>	<u>Applications, Agreements &amp; Contracts</u>	<u>Cal. P.U.C. Sheet No.</u>
101-663A	10-68	Agreement - Bills/Deposits.....	2497-E
101-4152G	6-69	Sign Up Notice for Service.....	1768-E
106-1202	6-96	Contract for Special Facilities.....	9118-E
106-1502C	5-71	Contract for Agricultural Power Service.....	1919-E
106-1959A	5-71	Absolving Service Agreement, _____ Service from Temporary Facilities.....	1921-E
106-2759L	4-91	Agreement for Replacement of Overhead with Underground Facilities.....	7063-E
106-3559	- - -	Assessment District Agreement.....	6162-E
106-3559/1	- - -	Assessment District Agreement.....	6202-E
106-3859	01-01	Request for Service at Secondary/Primary Substation Level Rates.....	14102-E
106-3959	6-96	Contract for Special Facilities Refund.....	9120-E
106-4059	6-96	Contract for Buyout Special Facilities.....	9121-E
106-5140A	10-72	Agreement for _____ Service.....	2573-E
106-15140	5-71	Agreement for Temporary Service.....	1920-E
106-21600	11-14	Agreement for the Purchase of Electrical Energy.....	25563-E
106-36140	11-73	Agreement for Street Lighting - Schedule LS-1.....	2575-E
106-37140	11-73	Agreement for Street Lighting - Schedule LS2-A.....	2576-E
106-38140	11-73	Agreement for Street Lighting - Schedule LS2-B.....	2577-E
106-13140	6-95	General Street Lighting Contract.....	8785-E
106-14140A	1-79	Street Lighting Contract, Supplement.....	3593-E
106-2059A	6-69	Contract for Outdoor Area Lighting Service.....	1773-E
106-23140	9-72	Contract for Residential Walkway Lighting Service.....	2581-E
106-35140E	11-85	Underground Electric General Conditions.....	5547-E
106-39140	9/14	Contract for Unmetered Service Agreement for Energy Use Adjustments for network Controlled Dimmable Streetlights.....	25464-E
106-43140	11-85	Overhead Line Extension General Conditions.....	5548-E
106-44140	1-08	Agreement for Extension and Construction of _____ .....	20421-E
65502	5-04	Statement Of Applicant's Contract Anticipated Cost For Applicant Installation Project.....	17139-E
107-00559	3-98	Proposal to Purchase and Agreement for Transfer of Ownership of Distribution Systems.....	11076-E
116-2001	12-11	Combined Heat & Power System Contract less than 20 MW	22627-E
116-0501	12-11	Combined Heat & Power System Contract less than 5 MW	22628-E
116-0502	06-12	Combined Heat & Power System Contract less than 500kW	22997-E
117-2159B	- - -	Standard Offer for Power Purchase and Interconnection - Qualifying Facilities Under 100 Kw.....	5113-E
117-2160	12-16	Generating Facility Interconnection Agreement (NEM/Non- NEM Generating Facility Export).....	28367-E
117-2160-A	12-16	Generating Facility Interconnection Agreement (NEM/Non- NEM Generating Facility Export) Federal Government Only..	28368-E
117-2259	8-95	Electronic Data Interchange (EDI) and Funds Transfer Agreement.....	8802-E
118-159	7-91	Group Load Curtailment Demonstration Program - Curtailment Agreement .....	7153-E
118-00228	7-98	Agreement for Illuminated Transit Shelters.....	11455-E

(Continued)

8P4

Advice Ltr. No. 3017-E

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Effective \_\_\_\_\_

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





**TABLE OF CONTENTS**

<u>SAMPLE FORMS</u>			
<u>Form No.</u>	<u>Date</u>	<u>Applications, Agreements &amp; Contracts</u>	<u>Sheet No.</u>
142-732/16	05-16	Residential Rate Assistance Application (Korean).....	27476-E
142-732/17	05-16	Residential Rate Assistance Application (Russian).....	27477-E
142-732/18	05-16	Residential Rate Assistance Application (Tagalog).....	27478-E
142-732/19	05-16	Residential Rate Assistance Application (Thai).....	27479-E
142-740	05-16	Residential Rate Assistance Application (Easy/App)	27596-E
142-959	06-96	Standard Form Contract for Service New Job Incentive Rate Service.....	9129-E
142-1059	06-96	Standard Form Contract for Service New Job Connection Credit.....	9130-E
142-1159	03-94	Standard Form Contract - Use of Rule 20A Conversion Funds to Fund New Job Connection Credit.....	8103-E
142-1359	05-95	Request for Contract Minimum Demand.....	8716-E
142-1459	05-95	Agreement for Contact Closure Service.....	8717-E
142-1559	05-95	Request for Conjunctive Billing.....	8718-E
142-1659	05-95	Standard Form Contract - Credits for Reductions in Overhead to Underground Conversion Funding Levels.....	8719-E
142-01959	01-01	Consent Agreement.....	14172-E
142-02559	01-98	Contract to Permit Billing of Customer on Schedule AV-1 Prior to Installation of all Metering and Equipment Required to Provide a Contract Closure in Compliance With Special Condition 12 of Schedule AV-1.....	11023-E
142-02760	12-12	Interconnection Agreement for Net Energy Metering Solar or Wind Electric Generating Facilities for Other than Residential or Small Commercial of 10 Kilowatts or Less.....	26167-E
142-02760.5	07-14	Interconnection Agreement for Virtual Net Metering (VNM) Photovoltaic Electric Generating Facilities.....	16697-E
142-02762	01-13	Fuel Cell Generating Facility NEM and Interconnection Agreement.....	28369-E
142-02763	10-12	NEM/VNM-A Inspection Report.....	23234-E
142-02765	01-15	NEM Application & Interconnection Agreement for Customers with Solar and/or Wind Electric Generating Facilities of 30 kW or Less.....	26168-E
142-02766	01-15	NEM Application & Interconnection Agreement for Solar and/or Wind Electric Generating Facilities Greater than 30 kW or up to 1000 kW.....	26169-E
142-02768	02-09	Photovoltaic Generation Allocation Request Form.....	21148-E
142-02769	07-14	NEM Aggregation Form.....	25293-E
142-02770	12-12	Generation Credit Allocation Request Form.....	23288-E
142-02771	06-14	Rule 21 Generator Interconnection Agreement (GIA).....	25064-E
142-02772	06-14	Rule 21 Detailed Study Agreement.....	25065-E
142-3201	- - -	Residential Hotel Application for Residential Rates.....	5380-E
142-3242		Agreement for Exemption from Income Tax Component on Contributions and Refundable Advances.....	6041-E
142-4032	05-14	Application for California Alternate Rates for Energy (CARE) Program for Qualified Agricultural Employee Housing Facilities.....	27482-E
142-4035	06-05	Application for California Alternate Rates for Energy (CARE) Program for Migrant Farm Worker Housing Centers.....	18415-E
142-05200	09-12	Generator Interconnection Agreement for Fast Track Process.....	23216-E
142-05201	09-12	Exporting Generating Facility Interconnection Request.....	23217-E
142-05202	01-01	Generating Facility Interconnection Application Agreement....	14152-E
142-05203	06-15	Generating Facility Interconnection Application.....	26363-E
142-05204	07-16	Rule 21 Pre-Application Report Request.....	27744-E
142-05205	07-02	Optional Binding Mandatory Curtailment Plan Contract.....	17729-E
142-05207	08-16	Base Interruptible Program Contract.....	28073-E
142-05209	04-01	No Insurance Declaration.....	15476-E
142-05210	06-04	Rolling Blackout Reduction Program Contract.....	18273-E
142-05211	06-04	Bill Protection Application.....	18273-E
142-05212	07-03	Demand Bidding Program Non-Disclosure Agreement.....	17152-E
142-05215	04-06	Third Party Marketer Agreement for BIP.....	22975-E

(Continued)

10P4

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January 19, 2017

**Advice 4971-E-A**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Supplemental: Modification to Electric Rate Schedule NEMFC - *Net Energy Metering Service for Fuel Cell Customer-Generators*, and Associated Form Pursuant to Assembly Bill 1637<sup>1</sup>**

**Purpose**

The purpose of this supplement to Advice Letter (AL) 4971-E is to provide final, and corrected NEMFC interconnection megawatts (MW) through the end of 2016 for the purpose of updating Pacific Gas and Electric Company's (PG&E's) NEMFC cap. This supplemental Advice Letter supplements the original advice letter in part and replaces one sheet of the NEMFC.

**Background**

Assembly Bill (AB) 1637, Chapter 658, approved by the Governor on September 26, 2016, modified Public Utilities (PU) Code Section 2827.10, related to PG&E's NEMFC tariff. This supplemental advice letter makes changes concerning one section of the changes related to AB 1637:

- INCREASE THE PROGRAM ENROLLMENT CAP - to increase the statewide program cap by authorizing 500 megawatts (MW) *in addition* to the total installed capacity as of January 1, 2017 (Section 2827.10(c)(1)).

On December 2, 2016, PG&E submitted Advice Letter 4971-E pursuant to AB 1637. In it PG&E noted, "If PG&E's number of megawatts taking service under NEMFC changes due to any pending applications receiving permission-to-operate before January 1, 2017, PG&E will submit a supplemental advice letter to update the program enrollment cap indicated in this advice letter." Since additional NEMFC projects were

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<sup>1</sup> [http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201520160AB1637](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB1637)

interconnected in December of 2016, PG&E here updates NEMFC interconnection MWs through the end of 2016.

### **New NEMFC Cap Calculation**

In increasing the NEMFC program cap by authorizing an additional 500 megawatts *in addition* to the installed capacity as of January 1, 2017, the new language in PU Code Section 2827.10(c)(1)<sup>2</sup> changes the NEMFC enrollment cap for PG&E by making it:

“(c) (1) .... Subject to the limitation in subdivision (g)<sup>3</sup>, every electrical corporation shall make this tariff available to eligible fuel cell customer-generators upon request, on a first-come-first-served basis, until the total cumulative rated generating capacity of the eligible fuel cell electrical generating facilities receiving service pursuant to the tariff, in addition to the installed capacity as of January 1, 2017, reaches a level equal to its proportionate share of a statewide limitation of 500 megawatts [MW] cumulative rated generation capacity served under this section. The proportionate share shall be calculated based on the ratio of the electrical corporation’s peak demand compared to the total statewide peak demand.”

In this supplemental Advice letter, the MW through the end of the 2016 are provided below. The underlined text below reflects the changes<sup>4</sup>.

PG&E currently has 77.5583 MW interconnected taking service under the NEMFC program that must be included *in addition* to its allocated share of the 500 MW.

PG&E’s proportionate share of megawatts enrolled under the NEMFC program cap is currently set at 212<sup>5</sup> MW. With AB 1637, PG&E proposes to calculate its proportionate share as it did in its 2012 Advice Letter AL 4151-E-A pursuant to Senate Bill 594 – by using PG&E’s most recent peak of 18,631 MW reported on PG&E’s current FERC Form 1<sup>6</sup>.

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<sup>2</sup> Formerly in PU Code Section 2827.10 (b)(1)

<sup>3</sup> PU Code 2827.10 (g) A fuel cell electrical generating facility shall not be eligible for the tariff unless it commences operation on or before December 31, 2021, unless a later enacted statute, that is chaptered on or before December 31, 2021, extends this eligibility commencement date. The tariff shall remain in effect for an eligible fuel cell electrical generating facility that commences operation pursuant to the tariff on or before December 31, 2021. A fuel cell customer-generator shall be eligible for the tariff established pursuant to this section only for the operating life of the eligible fuel cell electrical generating facility.

<sup>4</sup> In the original Advice Letter PG&E inadvertently provided only the NEMFC MW interconnected in 2016 through November, instead of the total cumulative ME. PG&E regrets this error.

<sup>5</sup> Schedule NEMFC, Applicability, Sheet 2

<sup>6</sup> PG&E current FERC Form 1 (2015 ANNUAL REPORT Pacific Gas and Electric Company 77 Beale Street P.O. Box 770000, B7C San Francisco, CA 94177 to the Public Utilities Commission of the State of California For the Year Ended December 31, 2015) is located at:

<https://pgeregulation.blob.core.windows.net/pge-com-regulation-docs/FERCForm1.pdf>

Based on it, our most recent peak is on page 401b line 34 for June 2015 is 18,631 megawatts.

Based on this number for PG&E and PG&E's understanding of the Southern California Edison Company (SCE) number of 22,556 MW and San Diego Gas and Electric Company (SDG&E) number of 4,711 MW, PG&E calculates a total of 45,898 MW. From these numbers, PG&E's percentage of the 500 MW would be  $18,631 / 45,898 = 40.6\%$  (rounded up to the first decimal place). Therefore, PG&E's share of the 500 MW  $\times 40.6\% = 203$  MW (rounded up from 202.96 MW). Adding the existing PG&E NEMFC enrollment of 78 MW (77.5583 MW rounded up) already interconnected, yields a new NEMFC program cap for PG&E of **281** MW. In summary:

<b>NEMFC Program Cap MW by IOU<sup>7</sup> to be Added to Existing NEMFC MW</b>				
<b>IOU</b>	<b>Peak Demand (MW)</b>	<b>% of Total</b>	<b>Proportion of 500 MW</b>	<b>Rounded Proportion of MW</b>
SCE	22,556	49%	245.7188	<b>245.7</b>
PG&E	18,631	41%	202.9609	<b>203.0</b>
SDG&E	4,711	10%	51.3203	<b>51.3</b>
Total:	45,898	100%	500.0000	500.0

### Tariff Change

A) Schedule NEMFC change: (underlines indicate changed language)

INCREASES THE PROGRAM ENROLLMENT CAP - Changes the Applicability to reflect the new program enrollment Cap:

*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 **281** MW of cumulative rated generating capacity (the Cap) is served under this schedule.*

Footnote 6 Continues:

Line No.	Month (a)	Total Monthly Energy (b)	Monthly Non-Requirements Sales for Resale & Associated Losses (c)	MONTHLY PEAK		
				Megawatts (See Instr. 4) (d)	Day of Month (e)	Hour (f)
29	January	6,212,730		12,168	5	1900
30	February	5,552,742		12,059	17	1900
31	March	6,205,844		12,346	26	2100
32	April	6,139,324		13,537	30	2100
33	May	6,475,188		13,069	1	1700
34	June	7,454,418		18,631	30	1800

<sup>7</sup> IOU, Investor Owned Utility.

**Protests**

Pursuant to G.O. 96-B, Section 7.5.1, PG&E respectfully requests that the revisions made by this supplemental advice letter not re-start the period for submitting protests or responses on the original advice letter.

**Effective Date**

PG&E requests that this Tier 2 advice filing become effective concurrent with original Advice Letter 4971-E, which is January 1, 2017.

**Notice**

In accordance with General Order 96-B, Section IV, 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 lists for R.14-07-002, R.12-11-005, and R.11-09-011. Address changes to the General Order 96-B service list should be directed to PG&E at email address 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. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs/>.

\_\_\_\_\_/S/

Erik Jacobson  
Director, Regulatory Relations

**Attachments**

cc: Service Lists R.14-07-002, R.12-11-005, R.11-09-011

# 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       GAS  
 PLC       HEAT       WATER

Contact Person: Annie Ho

Phone #: (415) 973-8794

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

EXPLANATION OF UTILITY TYPE

ELC = Electric      GAS = Gas  
PLC = Pipeline      HEAT = Heat      WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **4971-E-A**

Tier: **2**

Subject of AL: **Supplemental: Modification to Electric Rate Schedule NEMFC - Net Energy Metering Service for Fuel Cell Customer-Generators, and Associated Form Pursuant to Assembly Bill 1637**

Keywords (choose from CPUC listing): Compliance, 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

Summarize 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: No

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, 2017**

No. of tariff sheets: **3**

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 Schedule NEMFC**

Service affected and changes proposed: N/A

Pending advice letters that revise the same tariff sheets: N/A

Pursuant to G.O. 96-B, Section 7.5.1, PG&E respectfully requests that the revisions made by this supplemental advice letter not re-start the period for submitting protests or responses on the original advice letter.

**California Public Utilities Commission**

**Energy Division**

**EDTariffUnit**

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

**San Francisco, CA 94102**

**E-mail: EDTariffUnit@cpuc.ca.gov**

**Pacific Gas and Electric Company**

**Attn: Erik Jacobson**

**Director, Regulatory Relations**

**c/o Megan Lawson**

**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.**

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38187-E	ELECTRIC SCHEDULE NEMFC NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-GENERATORS Sheet 2	33919-E
38188-E	ELECTRIC TABLE OF CONTENTS Sheet 1	37966-E
38189-E	ELECTRIC TABLE OF CONTENTS RATE SCHEDULES Sheet 6	37967-E



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

Sheet 2

APPLICABILITY: 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 281 MW of cumulative rated generating capacity (the Cap) is served under this schedule. (N)  
 (Cont'd.)

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 PU Code Section 2827.10(d) and Division 26 (commencing with Section 39000) 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)  
 (I)  
 (T)

A fuel cell electrical generating facility shall not be eligible for participation in the NEMFC tariff unless it commences operation on or before **December 31, 2021**. (N)

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 any NEM-eligible generating capacity is not more than allowed in the Applicability Section of its respective NEM tariff. 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)  
 (I)  
 (T)

(Continued)



**ELECTRIC TABLE OF CONTENTS**

Sheet 1

**TABLE OF CONTENTS**

<b>SCHEDULE</b>	<b>TITLE OF SHEET</b>	<b>CAL P.U.C. SHEET NO.</b>	
	Title Page .....	<b>38188-E</b>	(T)
	Rate Schedules .....	37584,32585,37635,37587, <b>38189</b> ,37589,35088,31541,36584-E	(T)
	Preliminary Statements .....	37590,32706,35423,35049,34357,34358,35454,37730-E	
	Rules .....	36586,35401,37895-E	
	Maps, Contracts and Deviations.....	37960-E	
	Sample Forms .....	32777,32429,37022,35301,32504,35767,35796,36052,36053,32437,32508,32439-E	

(Continued)





**ELECTRIC TABLE OF CONTENTS**  
**RATE SCHEDULES**

Sheet 6

SCHEDULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.
	<b>Rate Schedules Other</b>	
S	Standby Service .....28399,28400,37581,36573,28238,32515,32516,28241*,28242,28243, ..... 36574,32517,30291,36024,28401,28402,28403,28404-E	
E-CHP	Combined Heat and Power PPA ..... 30809-30813-E	
E-CHPS	Combined Heat and Power Simplified PPA..... 30814-30817-E	
E-CHPSA	Combined Heat And Power Simplified 500 kW PPA ..... 30825-30828-E	
E-DCG	DCG Departing Customer Generation, CG ..... 30168*,30169*,23667, ..... 37794,30698,28954,28607,23252,23253,28405,23255-E	
E-DEPART	Departing Customers ..... 28859-E	
E-DRP	Demand Response Provider Services.....35430,37017-E	
E-ECR	Enhanced Community Renewables (ECR) Program .....35738,35739,37961,35741-35743-E	
E-GT	Green Tariff (GT) Program ..... 35744,37962,37963, 37964, 37965-E	
E-NWDL	New WAPA Departing Load .....28581,28582,28862,28863,27448-27452-E	
E-NMDL	New Municipal Departing Load.....27453,32097,32098,32099, 29557,29558,29559, .....29560,29561,29562,29563,29564-E	
E-LORMS	Limited Optional Remote Metering Services ..... 20194-E	
E-SDL	Split-Wheeling Departing Load ..... 28588,28589,28867,28868,27459-27464-E	
E-TMDL	Transferred Municipal Departing Load ..... 27465,28869,28870, ..... 25883,28961,28594,28608,25887,25888,25889,25890,25891-E	
NEM	Net Energy Metering Service..... 35273,35274,33899*,35275, ..... 33901*,33902*,33903*,33904*,36562,36563,36564,35753,33909*,33910*, ..... 33911*,33912*,33913*,33914*,33915*,35276,35488,36599,35277-E	
NEM2	Net Energy Metering Service.....37795,37796,37797,37798,37799,37800,37801,37802, ..... 37803,37804,37805,37806,37807,37808,37809,37810,37811,37812, ..... 37813,37814,37815,37816,37817,37818,37819,37820,37821,37822-E	
NEMFC	Net Energy Metering Service For Fuel Cell Customer-Generators..... 32805,38187,32442,32443, (T) ..... 32444,35754,32446,32447,37824-E	
NEMBIO	Net Energy Metering Service for Biogas Customer-Generators ..... 27253-27255, ..... 26140,27256,26142,27257,26144,37823-E	
NEMCCSF	Net Energy Metering Service for City and County of San Francisco ..... 28176,28177, .....28178,28179-E	
NEMV	Virtual Net Metering for a Multi-Tenant or Multi-Meter Property Served at the Same Service Delivery Point..... 31546,31547,33920*,31549,32806, ..... 31551,33921,31553-31562,32807,35755,31565,33215,33216,31568-E	
NEM2V	Virtual Net Energy Metering Service ..... 37825-37846-E	
NEMVMASH	Net Energy Metering – Virtual Net Energy Metering ... 31625,33922*,30516,33923,33924,33925, .....31630-31635, 35756,31637,33217,31639,33676-E	
NEM2VMASH	Virtual Net Energy Metering For Multifamily Affordable Housing (MASH/NSHP) With Solar Generator(s) ..... 37847,37848,37849,37850,37851,37852,37853,37854,37855, ..... 37856,37857,37858,37859,37860,37861,37862,37863,37864,37865-E	
E-ERA	Energy Rate Adjustments..... 37515,37516,37517,36518-E	
RES-BCT	Schedule for Local Government Renewable Energy Self-Generation Bill Credit Transfer..... 30752,30753,29208,32216-32219,29213,35757-E	
E-OBF	On-Bill Financing Balance Account (OBFA) ..... 29490-29492-E	
E-OBR	On-Bill Repayment (OBR) Pilots ..... 34527-34533-E	
E-SOP	Residential Electric SmartMeter™ Opt-Out Program .....35105,36498-E	
PEVSP	Plug-In Electric Vehicle Submetering Pilot – Phase 1 ..... 36571,35261,34249,35262,35263-E	
PEVSP 2	Plug-In Electric Vehicle Submetering Pilot – Phase 2 ..... 37688-37698-E	

(Continued)

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**Steven Malnight**  
 Senior Vice President  
 Regulatory Affairs

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

AT&T	Don Pickett & Associates, Inc.	OnGrid Solar
Albion Power Company	Douglass & Liddell	Pacific Gas and Electric Company
Alcantar & Kahl LLP	Downey & Brand	Praxair
Anderson & Poole	Ellison Schneider & Harris LLP	Regulatory & Cogeneration Service, Inc.
Atlas ReFuel	Evaluation + Strategy for Social Innovation	SCD Energy Solutions
BART	G. A. Krause & Assoc.	SCE
Barkovich & Yap, Inc.	GenOn Energy Inc.	SDG&E and SoCalGas
Bartle Wells Associates	GenOn Energy, Inc.	SPURR
Braun Blaising McLaughlin & Smith, P.C.	Goodin, MacBride, Squeri, Schlotz & Ritchie	San Francisco Water Power and Sewer
Braun Blaising McLaughlin, P.C.	Green Charge Networks	Seattle City Light
CENERGY POWER	Green Power Institute	Sempra Energy (Socal Gas)
CPUC	Hanna & Morton	Sempra Utilities
California Cotton Ginners & Growers Assn	ICF	SoCalGas
California Energy Commission	International Power Technology	Southern California Edison Company
California Public Utilities Commission	Intestate Gas Services, Inc.	Southern California Gas Company (SoCalGas)
California State Association of Counties	Kelly Group	Spark Energy
Calpine	Ken Bohn Consulting	Sun Light & Power
Casner, Steve	Leviton Manufacturing Co., Inc.	Sunshine Design
Center for Biological Diversity	Linde	Tecogen, Inc.
City of Palo Alto	Los Angeles County Integrated Waste Management Task Force	TerraVerde Renewable Partners
City of San Jose	Los Angeles Dept of Water & Power	TerraVerde Renewable Partners, LLC
Clean Power	MRW & Associates	Tiger Natural Gas, Inc.
Clean Power Research	Manatt Phelps Phillips	TransCanada
Coast Economic Consulting	Marin Energy Authority	Troutman Sanders LLP
Commercial Energy	McKenna Long & Aldridge LLP	Utility Cost Management
Cool Earth Solar, Inc.	McKenzie & Associates	Utility Power Solutions
County of Tehama - Department of Public Works	Modesto Irrigation District	Utility Specialists
Crossborder Energy	Morgan Stanley	Verizon
Crown Road Energy, LLC	NLine Energy, Inc.	Water and Energy Consulting
Davis Wright Tremaine LLP	NRG Solar	Wellhead Electric Company
Day Carter Murphy	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)
Defense Energy Support Center	ORA	YEP Energy
Dept of General Services	Office of Ratepayer Advocates	Yelp Energy
Division of Ratepayer Advocates	Office of Ratepayer Advocates, Electricity Planning and Policy B	