



Electric Sample Form No.79-1218

Sheet 1

Agreement And Customer Authorization Net Energy Metering (NEM2) Interconnection For Solar And/Or
Wind Electric Generating Facilities Of 30 Kilowatts Or Less For New Residential Construction

**Please Refer to Attached
Sample Form**

(Continued)

Advice 7329-E-A
Decision D.23-11-068

Issued by
Shilpa Ramaiya
Vice President
Regulatory Proceedings and Rates

<i>Submitted</i>	<u>August 2, 2024</u>
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<i>Resolution</i>	<u></u>



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

For Solar And/Or Wind Electric Generating

Facilities Of 30 Kilowatts Or Less

For New Residential Construction

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco ("CCSF") owned generating facilities seeking Schedule NEMCCSF or participants in the Demand Response Programs below are not eligible to participate in NEM2.
 - Peak Day Pricing (PDP)
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM2 program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

Standard NEM2 Agreement Type: ☐ Single Account ☐ Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation 2 (NEM2A) is a program that allows customers with multiple meters to use the renewable energy generated at one meter to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator.

Project Number*

Service Address*

City*

CA
State

Zip*

Customer Phone Number

Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)

Is there an electric vehicle charging on site at the above service address? ☐ Yes ☐ No

If yes, please indicate how many electric vehicles _____

B. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer's behalf):

Company Name

Contact Person

Contact Phone Number

Email

- ☐ By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit Application Form 79-1151B-02 and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.

Please complete this agreement in its entirety

† Information collected on this form is used in accordance with PG&E's Privacy Policy.

The Privacy Policy is available at pge.com/privacy.

Automated Document, Preliminary Statement, Part A.

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Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the accompanying Application Form 79-1151B-02.

The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) Application Form 79-1151B-02, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM2 systems should be sized with an estimated annual production no larger than 100% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. All NEM2 customers must take service on a Time-of-Use rate schedule and sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill^A. Of course, individual circumstances may vary. Customers can obtain their usage data by following the instructions on www.pge.com on the page titled "[Access, download, or share usage data](#)."

B. Generator System Sizing

The individual Solar CEC-AC KW and/or the Wind Turbine and/or Storage rating(s) calculated on the application cannot exceed 5% of the listed value(s) on this Agreement and Authorization.

Generator System Type: ☐ Solar ☐ Wind ☐ Both

Estimated Annual Production:

(1) Solar CEC-AC rating ^B	_____ (kW) X 1,500 ^C	= _____ (kWh)
AND/OR (2) Wind Nameplate rating	_____ (kW) X 2,190 ^D	= _____ (kWh)
(3) Total Energy Production	_____ (1) + (2)	= _____ (kWh)

Estimated Annual Energy Usage:

(4) Recent annual usage	_____ (kWh) X 1.0	= _____ (kWh)
OR (If 12 months usage not available) (5) Building size	_____ (sq ft) X 3.00 ^E	= _____ (kWh)
AND (6) I plan to increase my annual usage (kWh) by	_____ (kWh)	
(7) Total Energy Usage	(4 or 5) + (6)	= _____ (kWh)

Net Generation:

(8) Production – Usage	(3) - (7)	= _____ (kWh)*
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*Positive number indicates that the system is estimated to generate more than the estimated usage. Please refer to Part IV, Section H to read the provisions around Net Surplus Compensation (NSC).

^A Customers on rate schedules such as ET, ES, and ESR, which do not have a corresponding TOU Rate, are not required to switch to TOU rates, unless and until such a rate becomes available.

^B CEC-AC (kW) = California Energy Commission Alternating Current, refers to the inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

^C 8,760 hrs/yr x 0.17123 solar capacity factor = 1,500

^D 8,760 hrs/yr x 0.25 wind capacity factor = 2,190

^E 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.17123 solar capacity factor = 3.00



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Part III – Rate Selection

A. Current Rate: Please identify your existing rate by reviewing your PG&E energy statement or by calling the phone number listed below.

Otherwise Applicable Rate Schedule (OAS) for NEM2 Account: Select one rate from the category applicable to you. NEM2 residential customers must be an applicable time-of-use rate^F schedule. If you are currently on a rate that is no longer open to new customers and are opting to move to a different rate, by signing this Agreement and Customer Authorization you are acknowledging that you are leaving the current rate and will not be able to return to this rate in the future. Visit www.pge.com/rateoptions or call 877-743-4112 for rate information.

☐ Stay on existing rate

☐ Requested new rate _____

Part IV – Interconnection Agreement Provisions

A. Applicability

This Agreement applies to Electric Schedule NEM2 Customer-Generators (Customer) who interconnect a solar and/or wind turbine electric Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

B. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

C. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electric generating system, or a hybrid system of both, that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

D. Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that the Customer's Facility, or its operation, may endanger (a) the public, (b) PG&E personnel, or (c) the safe and reliable operation of PG&E's electric system, PG&E shall have the right to disconnect the Facility from PG&E's system. Customer's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

E. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.

^F Schedules such as ES, ESR or ET, which have no available corresponding time-of-use rate, are not required to switch to time-of-use rates, unless and until such a rate becomes available.



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F. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS) to establish how the Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

G. NEM2 Billing

The Customer's meter separately measures exports and imports.

The meter is read monthly and an amount is calculated based on the net energy (kWh) and total energy(kWh) exports recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from the energy provider in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

Additionally, the Customer will be billed for non-bypassable charges on all imports from the grid, as describe in Schedule NEM2 Special Condition 2.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM2 billing is available at www.pge.com/nembilling.

H. Net Surplus Compensation (NSC)

NSC payments are made to NEM2 customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1130.pdf. Participants in NEM2A, please see provisions in *NEM2 Load Aggregation Appendix (Form 79-1153)*.

I. Prevailing Wage Disclosure

Pursuant to Public Utilities (PU) Code Section 769.2 and California Public Utilities Commission (CPUC or Commission) Decision 23-11-068, if the Customer-Generator's contractor is found to have willfully violated Section 769.2 of the PU Code by failing to pay its workers a prevailing wage, the Renewable Electrical Generating Facility (REGF) is ineligible to participate on a tariff developed pursuant to PU Code Sections 2827 or 2827.1. Upon notice of a determination of a willful violation of Section 769.2 by the Department of Industrial Relations or a court, PG&E shall transition the REGF (after the required 30/60-day notification)⁶ to the Public Utility Regulatory Policies Act of 1978 (PURPA) compliant tariff. All the terms and conditions of this agreement will remain in effect except that the Customer will not receive billing under tariffs developed pursuant to 2827 or 2827.1, including but not limited to NEM.

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

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

- (1) Residential Renewable Electrical Generating Facilities (REGFs) that have a maximum generating capacity of 15 kilowatts or less of electricity.
- (2) Residential REGFs installed on a single-family home.
- (3) Public Work projects that are subject to Article 2 of Chapter 1 of Part 7 of Division 2 of the Labor Code.

⁶ Pursuant to Decision 23-11-068, Customers with single generating account with no benefitting/aggregated account will get a 30-day notice. Customers with single generating account with benefitting/aggregated accounts will get a 60-day notice.



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- (4) REGFs that serve only a modular home, a modular home community, or multi-unit housing that has two or fewer stories.

J. Limitation of Liability

PG&E's and Customer's (Individually Party or together Parties) 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.

K. Governing Law

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.

L. Governing Authority

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

M. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM2.

N. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

O. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM2.

P. CEC Listed

In order to promote the safety and reliability of the customer's Generating Facility, the applicant certifies that as a part its request for NEM2, that all major solar system components 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.

Q. Warranties or Service Agreements

Customer certifies as a part of its interconnection request for NEM2 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.

R. Smart Inverters

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



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

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

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

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

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

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

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

Part V – Signature

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THE FULLY POPULATED DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY.

THIS FORM MUST BE SIGNED BY THE EXISTING PG&E CUSTOMER LISTED IN PART I.

Under Pacific Gas and Electric Company's (PG&E's) privacy policies, which can be found at <https://www.pge.com/en/privacy-center.html>, PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

^H A complete application consists all of the following without deficiencies:

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

Please complete this agreement in its entirety

Automated Document, Preliminary Statement, Part A.



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

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section B, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E's Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E can request additional documentation to verify the authenticity of the externally signed Agreement and Customer Authorization.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM2 requirements.