



Electric Sample Form No. 79-1191 Sheet 1
Interconnection Agreement for Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT)
Generating Facility

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6900-E
Decision

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted March 30, 2023
Effective April 1, 2023
Resolution



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

This Generating Facility Interconnection Agreement for Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT), (Agreement) is entered into by and between _____ a _____ (RES-BCT Customer), and Pacific Gas and Electric Company (PG&E) a California Corporation. RES-BCT Customer 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 RES-BCT Customer to interconnect and operate a Renewable Energy Self Generation Bill Credit Transfer 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 RES-BCT Customer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to RES-BCT Customer's Generating Facility through RES-BCT Customer's circuits).

2. SUMMARY AND DESCRIPTION OF RES-BCT CUSTOMER'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 RES-BCT Customer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

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

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

- 2.8. For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), RES-BCT Customer hereby declares that the Generating Facility 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.

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

Appendix A-	Description of Generating Facility and Single-Line Diagram (Supplied by Producer).
Appendix B-	Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
Appendix C-	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 D-	RES-BCT Customer's Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2830 of the California Public Utilities Code
Appendix E-	RES-BCT Customer's Certification that it meets the definition of an Eligible RES-BCT Customer, as defined PG&E's Electric Rate Schedule RES-BCT

- 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 19, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which RES-BCT Customer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

- (c) At 12:01 A.M. on the 61st day after RES-BCT Customer or PG&E provides written Notice pursuant to Section 11 below to the other Party of RES-BCT Customer's or PG&E's intent to terminate this Agreement.
- 4.2. RES-BCT Customer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
 - (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) RES-BCT Customer fails to take all corrective actions specified in PG&E's Notice that RES-BCT Customer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) RES-BCT Customer 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) RES-BCT Customer 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 RES-BCT Customer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of RES-BCT Customer's apparent abandonment of the Generating Facility affirming RES-BCT Customer's intent and ability to continue to operate the Generating Facility.
- 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, OPERATION AND CERTIFICATION REQUIREMENTS
 - 5.1. If RES-BCT Customer 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), RES-BCT Customer 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. If RES-BCT Customer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, RES-BCT Customer shall promptly provide PG&E with Notice of such change pursuant to Section 11.1 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that RES-BCT Customer's Generating Facility may



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

no longer meet the Cogeneration Requirements, PG&E may require RES-BCT Customer to provide evidence that its 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 RES-BCT Customer's Generating Facility and/or require documentation from RES-BCT Customer to monitor the Generating Facility's compliance with Section 216.6 of the PUC. If PG&E determines in its sole judgment that RES-BCT Customer 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 RES-BCT Customer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Status Change).

- 5.1.1. PG&E shall revise its records and the administration of this Agreement to reflect the Status Change and provide Notice to RES-BCT Customer of the Status Change pursuant to Section 11.1 below. This Notice shall specify the effective date of the Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E's Notice shall include an invoice 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 RES-BCT Customer'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 PUC.
- 5.1.2. Any amounts to be paid or refunded by RES-BCT Customer, as may be invoiced by PG&E pursuant to the terms of this Section 5.1, shall be paid to PG&E within 30 days of RES-BCT Customer's receipt of such invoice.
- 5.2. The RES-BCT Customer certifies that their inverter-based Generating Facilities will upon receiving permission to operate from PG&E fully comply with Section Hh of Rule 21 that is in effect at the time the application is received, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the RES-BCT Customer inverter. RES-BCT Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. RES-BCT Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, RES-BCT 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/topics/renewable-energy/solar-equipment-lists>.)

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



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

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:

6. INTERCONNECTION FACILITIES

- 6.1. RES-BCT Customer 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 RES-BCT Customer's Generating Facility.
- 6.2. RES-BCT Customer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that RES-BCT Customer owns.
- 6.3. If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, RES-BCT Customer and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

7. DISTRIBUTION UPGRADES

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in a Special Facilities Agreement attached to and made a part of this Agreement as Appendix C. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

8. NETWORK UPGRADES

- 8.1. No portion of this Section 8 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.
- 8.2. The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades required to interconnect this Generating Facility. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 8.2.1 directs otherwise.
 - 8.2.1. To the extent that the CAISO Tariff, as referenced in Rule 21 section E.4, provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider 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 Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

Generating Facility. 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 Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer 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, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

8.2.1.1. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 8.2.1, the Interconnection Customer, the Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider 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 Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the nonusage 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.

8.2.1.2. 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, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 8.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

8.3. 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 Interconnection Customer 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



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

9. 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.

10. INSURANCE

10.1. In connection with RES-BCT Customer's performance of its duties and obligations under this Agreement, RES-BCT Customer 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 RES-BCT Customer'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 RES-BCT Customer'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 RES-BCT Customer'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 RES-BCT Customer's Generating Facility is ten (10) kW or less and RES-BCT Customer'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."

10.2. The general liability insurance required in Section 10.1 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.

10.3. Evidence of the insurance required in Section 10.2 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.



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

- 10.4. RES-BCT Customer 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.
10.5. If RES-BCT Customer is self-insured with an established record of self-insurance, RES-BCT Customer may comply with the following in lieu of Sections 10.1 through 10.4:
(a) RES-BCT Customer 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 10.1.
(b) If RES-BCT Customer ceases to self-insure to the level required hereunder, or if RES-BCT Customer are unable to provide continuing evidence of RES-BCT Customer's ability to self-insure, RES-BCT Customer agrees to immediately obtain the coverage required under Section 10.1.
10.6. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email to the following:

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

11. NOTICES

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

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

If to RES-BCT Customer:
RES-BCT Customer 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.



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

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 RES-BCT Customer'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 RES-BCT Customer's Generating Facility or its interconnection with PG&E's Distribution System.

12.2. RES-BCT Customer authorizes to release to the California Energy Commission (CEC) information regarding RES-BCT Customer'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

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



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

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 in 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.

BY:

<i>(RES-BCT CUSTOMER's Company Name)</i>	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Signature)</i>	<i>(Signature)</i>
<i>(Print Name)</i>	<i>(Print Name)</i>
<i>(Title)</i>	<i>(Title)</i>
<i>(Date)</i>	<i>(Date)</i>



**INTERCONNECTION AGREEMENT FOR RENEWABLE
ENERGY SELF-GENERATION BILL CREDIT
TRANSFER (RES-BCT) GENERATING FACILITY**

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by RES-BCT Customer)



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. Upon request, PG&E can provide copies to RES-BCT Customer of Rules “2” and “21.”)



**INTERCONNECTION AGREEMENT FOR RENEWABLE
ENERGY SELF-GENERATION BILL CREDIT
TRANSFER (RES-BCT) GENERATING FACILITY**

APPENDIX C (If Applicable)

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



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

APPENDIX D

RES-BCT CUSTOMER WARRANTY THAT IT MEETS THE REQUIREMENTS FOR AN ELIGIBLE RENEWABLE GENERATING FACILITY PURSUANT TO SECTION 2830 OF THE CALIFORNIA PUBLIC UTILITIES CODE

Identify the Type of Renewable Electrical Generation Facility:

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

RES-BCT Customer declares that its Generating Facility:

- (1) meets the requirements of an “Eligible Renewable Generating Facility”, as defined in PG&E’s Electric Rate Schedule RES-BCT; and
- (2) 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.¹ (Paragraphs (1) and (2), collectively, are referred to herein as the “Eligibility Requirements”).

Included in these Eligibility Requirements (check as applicable) pursuant to Public Utilities Code section 2830(a)(4) 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 Producer 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 RES-BCT Customer uses biogas or a renewable fuel as the fuel for their Renewable Electric Generation Facility:

- RES-BCT Customer warrants that the Renewable Generation Facility is powered solely with renewable fuel.

¹ The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

RES-BCT Customer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, RES-BCT Customer's Generating Facility shall continue to meet the Eligibility Requirements. If RES-BCT Customer's Generating Facility ceases to meet the Eligibility Requirements, RES-BCT Customer 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 sole discretion, that RES-BCT Customer's Generating Facility may no longer meet the Eligibility Requirements, PG&E may require RES-BCT Customer to provide evidence that RES-BCT Customer's 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 RES-BCT Customer's Generating Facility and/or require documentation from RES-BCT Customer to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that RES-BCT Customer 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 RES-BCT Customer again demonstrates to PG&E's reasonable satisfaction that RES-BCT Customer's Generating Facility meets the Eligibility Requirements (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 RES-BCT Customer 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 RES-BCT Customer's Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the RES-BCT Customer 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 RES-BCT Customer's representations that RES-BCT Customer's Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the provisions of PG&E's Schedule RES-BCT.

Any amounts to be paid or refunded by RES-BCT Customer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of RES-BCT Customer'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,

RES-BCT Customer Signature: _____

Name: _____

Title: _____

Date: _____



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

APPENDIX E

RES-BCT CUSTOMER CERTIFICATION THAT IT MEETS THE DEFINITION OF AN ELIGIBLE RES-BCT CUSTOMER, AS DEFINED IN PG&E ELECTRIC RATE SCHEDULE RES-BCT

RES-BCT Customer certifies that it is an Eligible RES-BCT Customer as defined in PG&E Electric Rate Schedule RES-BCT (as set forth in paragraph 1, and its sub-paragraphs, of the Applicability section).

If RES-BCT Customer is a Tribe as described at paragraph 1(d) of the Applicability section of PG&E Electric Rate Schedule RES-BCT, and RES-BCT Customer's name, whether for the generating or benefitting accounts, differs from the name on The List², RES-BCT customer certifies that, notwithstanding this difference, it is a tribe referenced on The List.

In addition RES-BCT Customer certifies that all of the service agreements listed on the submitted Rule 21 Generation Interconnection Application are accounts (i) for this same RES-BCT Customer; or (ii) serve property that is owned, operated or on property under the control of RES-BCT Customer. If the name of the RES-BCT Customer differs from the customer name on any of the benefitting accounts under the Arrangement, the relationship of RES-BCT Customer to the customer named on each of the benefitting accounts is as follows:

Table with 3 columns: Customer Name on Benefitting Account, PG&E Service Agreement No., and Relationship of Benefitting Account Customer to RES-BCT Customer. Rows 1-15.

2 The term "The List" is defined in Electric Rate Schedule RES-BCT at Applicability paragraph 1(d) and footnote 1.



INTERCONNECTION AGREEMENT FOR RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT) GENERATING FACILITY

RES-BCT Customer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, RES-BCT Customer shall continue to be an Eligible RES-BCT Customer. If RES-BCT Customer ceases to be an Eligible RES-BCT Customer, RES-BCT Customer 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 sole discretion, that RES-BCT Customer is no longer an Eligible RES-BCT Customer, PG&E may require RES-BCT Customer to provide evidence that RES-BCT Customer continues to be an Eligible RES-BCT Customer, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may require documentation from RES-BCT Customer to monitor RES-BCT Customer's status as an Eligible RES-BCT Customer. If PG&E determines at its sole judgment that RES-BCT Customer either failed to provide evidence in a timely manner or that it provided insufficient evidence that it is an Eligible RES-BCT Customer, then the Eligibility Status shall be deemed ineffective until such time as RES-BCT Customer again demonstrates to PG&E's reasonable satisfaction that RES-BCT Customer is an Eligible RES-BCT Customer (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 RES-BCT Customer 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 RES-BCT Customer first ceased to be an Eligible RES-BCT Customer. PG&E shall invoice the RES-BCT Customer 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 RES-BCT Customer's representations that RES-BCT Customer met the requirements to be an Eligible RES-BCT Customer and therefore was eligible for the rate treatment available under the provisions of PG&E's Schedule RES-BCT.

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

I am duly authorized to make this certification on behalf of the RES-BCT Customer submitting this RES-BCT Application.

Name: _____

Title: _____

Authorized Signature: _____

Date _____